

The Exposure Draft was first published on 8 December 2014. Subsequent amendments to the draft are as follows:

| Publication date | Reason for amendments | Clauses affected |
|------------------|---|---|
| 7 December 2015 | Incorporate changes resulting from [2014] FWCFB 9412 and PR557581 | 1, 2, 3, 5, 6, 12, 17, 18, 19, 20, 20.5, 22, 23, Schedule E, Schedule F, Schedule G |
| | Incorporate changes resulting from [2015] FWCFB 3500 , PR566798 , PR566927 and PR568050 | 10, 11, Schedule B, Schedule C, Schedule D |
| | Incorporate changes resulting from [2015] FWCFB 4658 | 1, 3, 12, 16, 17, Schedule B |
| | Incorporate changes resulting from [2015] FWCFB 6656 | 1 |
| | Incorporate changes resulting from the Reports to the Full Bench on 9 October 2015 and 27 November 2015 , Roe C | 8, 10, 11, 15, 16, 20.4 |
| 11 December 2015 | Incorporate agreed changes as submitted by parties | 8.3(a), 11.3(a)(i), 11.4(a)(i), 20.4 |
| 31 October 2016 | Correct error | 22.2 |
| | Incorporate changes resulting from PR580863 | Schedule F |
| | Incorporate changes resulting from [2016] FWCFB 3500 , PR579910 , PR579624 and PR581528 | 10, 11, Schedule B, Schedule C, Schedule D |
| | Incorporate changes resulting from PR582962 | 17, Schedule H, Schedule I |
| | Incorporate changes resulting from PR584073 | 16.4, Schedule J |
| | Incorporate changes resulting from [2016] FWCFB 7254 | 8.3, 11.2(a), 11.3(a), 11.4(a), 13.3, 15.2, 15.3 |

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

EXPOSURE DRAFT – Revised

Animal Care and Veterinary Services Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Animal Care and Veterinary Services Award 2010** (the Animal Care and Veterinary award) as at 6 December 2015. This exposure draft does not seek to amend any entitlements under the Animal Care and Veterinary award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/199](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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Part 1—Application and Operation

1. Title and commencement

- 1.1 This award is the *Animal Care and Veterinary Services Award 2015*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- 1.4 Schedule G—Definitions sets out definitions that apply in this award.
- 1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. The National Employment Standards

- 2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

3. Coverage

- 3.1 This award covers employers throughout Australia in the veterinary surgery industry and the animal care industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.
- 3.2 The **veterinary surgery industry** means private veterinary surgery practices.
- 3.3 The **animal care industry** means community-based charity organisations working to prevent cruelty to animals by actively promoting their care and protection and educating people in the care of animals.
- 3.4 The award does not cover employers in the following industries:
 - (a) *Amusement, Events and Recreation Award 2015*;
 - (b) *Food, Beverage and Tobacco Manufacturing Award 2015*;

- (c) *Horse and Greyhound Training Award 2015*; and
- (d) *Pastoral Award 2015*.

- 3.5 This award covers any employer which supplies labour on an on-hire basis in the industries set out in clause 3.1 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 those industries. This subclause operates subject to the exclusions from coverage in this award.
- 3.6 This award covers employers which provide group training services for trainees engaged in the industries and/or parts of industry set out at clause 3.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 3.7 This award does not cover
- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);
 - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
 - (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*), or employers in relation to those employees.
- 3.8 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

4. Award flexibility

- 4.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and

(e) leave loading.

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

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

(a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and

(b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

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

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

(b) state each term of this award that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

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

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

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

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

4.8 The agreement may be terminated:

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

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

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

- 4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.
- 4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

5. Facilitative provisions

- 5.1** 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.
- 5.2** Facilitative provisions in this award are contained in the following clauses:

| Clause | Provision | Agreement between an employer and: |
|---------------|--|---|
| 8.2(c) | Span on hours—day work | An individual |
| 9.1 | Unpaid meal break | An individual |
| 9.2(d) | Paid rest break | |
| 12.1(c) | Frequency of payment | An individual |
| 16.2(b) | Veterinary Surgeons | An individual |
| 16.3(a) | Time off instead of payment for overtime | An individual |

Part 2—Types of Employment and Classifications

6. Types of employment

- 6.1** Employees under this award will be employed in one of the following categories:
- (a) full-time;
 - (b) part-time; or
 - (c) casual.
- 6.2** At the time of engagement the employer will inform the employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.
- 6.3 Full-time employment**
- A full-time employee is engaged for an average of 38 ordinary hours per week.

6.4 Part-time employment

- (a) A part-time employee is an employee who is engaged to perform less than 38 ordinary hours on a regular basis.
- (b) Part-time employees receive equivalent pay and conditions to those of full-time employees on a pro rata basis.

6.5 Casual employment

- (a) A casual employee is an employee engaged and paid as a casual employee.
- (b) A casual employee must be paid for each hour worked:
 - (i) the minimum hourly rate; and
 - (ii) a loading of 25% of the minimum hourly rate, for the class of work performed.
- (c) This loading is paid instead of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the NES.
- (d) Casual employees are entitled to a minimum payment of three hours' work at the appropriate rate.
- (e) The minimum engagement period for an employee will be 2.5 hours if all of the following circumstances apply:
 - (i) the employee is a full-time secondary school student; and
 - (ii) the employee is engaged to work between the hours of 3.00 pm and 7.00 pm on a day which they are required to attend school; and
 - (iii) the employee agrees to work, and a parent or guardian of the employee agrees to allow the employee to work, a shorter period than 3 hours; and
 - (iv) employment for a longer period than the period of the engagement is not possible either because of the operational requirements of the employer or the unavailability of the employee.

7. Classifications

- 7.1 A description of the classifications under this award is set out Schedule A—Classification Definitions.
- 7.2 All employees covered by this award must be classified according to the structure set out in Schedule A—Classification Definitions.
- 7.3 Employers must advise their employees in writing of their classification and of any changes to their classification.
- 7.4 The employer must determine the employee's classification based on the skill level or levels that the employee requires to carry out the principal functions of their employment. The principal functions of employment will be determined by the employer.

Part 3—Hours of Work

8. Ordinary hours of work and rostering

8.1 Weekly hours of work

- (a) The ordinary hours of work are an average of 38 per week. The averaged hours must not exceed 152 hours in 28 days, or an average of 38 hours over the period of an agreed roster cycle.
- (b) The maximum length of the ordinary hours for any one shift must not exceed 10 hours not including meal breaks.

8.2 Span of hours—day work

- (a) The ordinary hours of work will be between 6.00 am and 9.00 pm Monday to Sunday.
- (b) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer.
- (c) The employer and an individual employee may agree to alter the span of hours.

8.3 Veterinary surgeons

8.3 amended in accordance with para [20] of [2016] FWCFB 7254

The following provisions apply to veterinary surgeons:

- (a) ~~Time taken for travel in the performance of duties (except active on call duty) will be counted as time worked. Travel in the performance of duties does not include one return trip between the associate's place of residence and the workplace on any one day. It does include travel between different locations of a practice. Time taken for travel required in the performance of duties, except for active on call duty, will contribute to hours of work. Required in the performance of duties includes travel additional to one return trip between the associate's place of residence and the place of work in any one day and travel between different locations of a practice.~~
- (b) Daily work rosters will be published at least one month in advance. All annual holiday and public holiday rosters will be published at least two months in advance.
- (c) ~~Associates, other than casuals, will receive a minimum of three full days off per fortnight. Days off and time off instead of paid overtime will accumulate if not given and must be paid out at the associate's ordinary rate of pay if not taken within six months. Associates, other than casuals, should receive a minimum of three full days off per fortnight. Days off and time off instead will accumulate if not given. However, if these days are not used within six weeks they must be paid out at the associate's ordinary rate of pay.~~

8.4 Make-up time

An employee may elect, with the consent of the employer, to work make-up time where the employee takes time off during ordinary hours, and works those hours at a later time during the spread of ordinary hours provided in this award.

9. Breaks

9.1 Unpaid meal break

An unpaid meal break of not less than 30 minutes must be allowed to each employee between the fourth and fifth hour of work. In times of emergency or staff accident or illness the time of the meal break can be varied by agreement between the employer and the employee.

9.2 Paid rest break

- (a) All employees (other than associates) must receive, where practicable, a paid rest break of 10 minutes after four hours work.
- (b) Where the employee works 7.6 hours per day the employee will be entitled to two 10 minute paid rest breaks.
- (c) Rest breaks will be taken at times that do not interfere with continuity of work where continuity is necessary.
- (d) Where there is agreement, rest breaks can be combined into one 20 minute paid rest break.
- (e) Rest breaks are to be counted as part of time worked.

Part 4—Wages and Allowances

10. Minimum wages

Rates updated as a result of AWR 2016

10.1 Animal care industry inspectors

| Classification | Minimum annual salary \$ | Minimum hourly rate \$ |
|-----------------------------|-----------------------------|---------------------------|
| Inspector Level 1 | 47,292.00 | 23.93 |
| Inspector Level 2 | 49,894.00 | 25.25 |
| Senior Inspector Level 3 | 53,906.00 | 27.28 |

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

10.2 Practice managers, Veterinary nurses, Receptionists, Animal attendants and Assistants

| Classification | Minimum weekly rate \$ | Minimum hourly rate \$ |
|--------------------------|-----------------------------------|-----------------------------------|
| Introductory level | 672.70 | 17.70 |
| Level 1 | 692.10 | 18.21 |
| Level 2 | 750.60 | 19.75 |
| Level 3 | 783.30 | 20.61 |
| Level 4 | 854.60 | 22.49 |
| Level 5—Practice manager | 897.90 | 23.63 |

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

10.3 Veterinary surgeons

| Classification | Minimum annual salary \$ | Minimum hourly rate \$ |
|-----------------------|-------------------------------------|-----------------------------------|
| Level 1A | 47,292.00 | 23.93 |
| Level 1B | 49,894.00 | 25.25 |
| Level 2 | 53,906.00 | 27.28 |
| Level 3 | 59,222.00 | 29.97 |
| Level 4 | 66,894.00 | 33.85 |

NOTE: For the purposes of calculating hourly rates for veterinary surgeons, the annual rates are divided by 52, then rounded to the nearest \$0.10 and divided by 38.

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

10.4 Juniors

Junior employees must be paid the following percentage of the appropriate wage rate in clause 10—Minimum wages.

| Age | % |
|--------------------------|----------|
| 16 years of age or under | 50 |
| 17 years of age | 60 |
| 18 years of age | 70 |
| 19 years of age | 80 |
| 20 years of age | 90 |

10.5 Supported wage system

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

10.6 National training wage

For employees undertaking a traineeship, see Schedule E—National training wage.

10.7 Higher duties allowance

(a) Other than veterinary surgeons

- (i) An employee engaged for a day or shift on duties for which a higher rate than their ordinary classification is paid must be paid the higher rate for that day or shift.
- (ii) Any employee who is required to perform work for which a lower rate is paid must not suffer any reduction in wages; provided the duration of the work is less than one week.

(b) Veterinary surgeons

An associate who is required to perform duties at a higher classification level for a temporary period of more than two weeks must be paid ~~their salary and~~ the higher salary for the period during which those duties are performed.

11. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

11.1 Wage related allowances—other than veterinary surgeons

(a) Broken shift allowance

An employee required to carry out their ordinary hours of duty in more than one shift will be paid **\$12.53** per shift. This is to be paid only once per 24 hour period.

(b) First aid

An allowance of **\$15.35** per week will be paid to an employee who is a qualified first aid attendant and is appointed by the employer to carry out first aid duties.

(c) On call

Employees rostered to be on call will receive an additional amount as follows:

- (i) **\$16.21** for each 24 hour period or part thereof when the on call period is between rostered shifts of ordinary hours Monday to Friday inclusive.

- (ii) **\$24.36** for each 24 hour period or part thereof when the on call period is on a Saturday.
- (iii) **\$28.36** for each 24 hour period or part thereof when the on call period is on a Sunday, public holiday or a day when the employee is rostered off duty.

11.2 Wage related allowances—veterinary surgeons

(a) On call duty

An associate required to be on call will receive a minimum amount of **\$39.63** for each period of on call duty. A new period of such duty will be deemed to commence each 24 hours if continuous on call duty is required.

11.2(a)(i) amended in accordance with para [20] of [2016] FWCFB 7254

- (i) An associate who performs active on call duty will be paid at no less than the relevant hourly rate for the duration of active duty.

Note: An associate is not in receipt of a day off for the purposes of Clause 8.3(c) if they perform scheduled active on call duty on that day.

- (ii) By agreement, on call remuneration can be compensated by one or a combination of the following:

- payment;
- time off instead of payment at the employee's ordinary rate on an hour for hour basis; and
- an annual allowance not less than what otherwise would have been payable but for clause 11.2(a).

- (iii) Agreements under this clause must be recorded in writing and kept as part of the time and wages records kept by the employer.

11.3 Expense related allowances—all employees

(a) Clothing and laundry allowance

11.3(a) amended in accordance with para [20] of [2016] FWCFB 7254

- (i) An employee who is required to wear a uniform must be provided with:
 - an allowance equivalent to the cost of the uniform; and
 - a laundry allowance of **\$6.51** per week.
- (ii) The allowance in clause (i) will not be paid where the employer provides the uniform and launders the uniform.
- (iii) If the employer provides the uniform, the uniform remains property of the employer.

(b) Vehicle/travel allowance

- (i)** The employer must meet all reasonable expenses of travel where it is required in the performance of duties.
- (ii)** An employee required by the employer to use their motor vehicle in the performance of duties must be paid the following allowances:
 - **motor vehicle—\$0.78** per kilometre; or
 - **motorcycle—\$0.26** per kilometre.
- (iii)** Where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties the employer must pay all expenses including registration, running and maintenance.

11.4 Expense related allowances—other than veterinary surgeons

(a) Meal allowance

11.4(a) amended in accordance with para [20] of [2016] FWCFB 7254

- (i)** An employee who is required to work overtime for more than one and a half hours ~~will be required to work the overtime~~, must be paid:
 - **\$11.26** for the first meal; and
 - **\$9.67** for the second meal and each subsequent meal for each period of four hours overtime worked.
- (ii)** The provisions of clause 11.4(a)(i) do not apply:
 - if the employee is notified prior to the completion of work on the previous day that they will be required to work overtime; or
 - if the employer provides the employee with a substantial meal on each occasion; or
 - in relation to the allowance for second and subsequent meals, if the employer advised the employee on the previous day or earlier that the amount of overtime to be worked will require a second or subsequent meal.
- (iii)** If an employer provides a meal, or meals, on the basis that they have been given notice to work overtime and the employee is then not required to work overtime or is required to work less than the amount advised, they must be paid the allowances as prescribed in clause 11.4(a)(i) for surplus meals which they have provided.

11.5 Expense related allowances—veterinary surgeons

(a) Communication systems

- (i)** Where an employer requires an associate to use a communication system, the employer must reimburse the associate for the cost of purchasing that equipment, unless the employer elects to provide the system.

- (ii) The employer must meet the system's running costs for practice usage or provide an allowance to cover such costs.
- (iii) A communication system will be provided to an associate who is required to perform on call duty in accordance with clause 11.5(a)(i) so that the associate is able to remain available without being restricted to one location, provided the associate is:
 - within effective communication zones at all times; and
 - within reasonable access to the practice location.

12. Payment of wages

12.1 Frequency of payment

- (a) Associates must be paid at least monthly. This payment must include all earnings verified to the employer at that date.
- (b) It is the duty of the employer to ensure that payment is made on a set day and preferably at a regular time. It is the duty of the associate to provide all information concerning claims prior to the processing of such payment.
- (c) Employees other than associates must be paid weekly, or if the employer and employee agree, fortnightly or monthly.

12.2 Method of payment

Wages must either be paid by cash, cheque or electronic funds transfer (EFT) into the bank or financial institution account nominated by the employee.

12.3 Day off coinciding with payday

An employee paid wages by cash or cheque must be paid no later than the working day immediately following pay day if the employee has payday off by virtue of arrangement of their ordinary hours. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding the payday.

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

13. Professional development and indemnity (veterinary surgeons only)

13.1 This clause applies only to veterinary surgeons.

13.2 Residency/internship

- (a) A veterinary surgeon undertaking a program of residency or internship must receive payment in accordance with the award for required practice duties.
- (b) At the commencement of the residency/internship an agreement will be entered into which includes clarification of the following matters:
 - (i) the goals of the program and the expectations of both parties;

- (ii) the time devoted to required practice duties and a mechanism to respond to additional requirements;
 - (iii) the provision and type of structured training and supervision and whether this includes formal teaching time (such as lectures and tutorials); and
 - (iv) the access that the resident/intern will have to the practice for observation and study.
- (c) For the purpose of this clause, **required practice** means the agreed clinical duties and responsibilities primarily associated with the training program in which the veterinary surgeon is currently engaged.
- (d) Agreements under this clause must be recorded in writing and kept as a part of the time and wages records kept by the employer.

13.3 amended in accordance with para [33] of [2016] FWCFB 7254

- 13.3** To facilitate skill acquisition and career progression, a full-time associate is entitled to one week's paid study leave, at the associate's ordinary rate of pay, for each completed year of service. A part-time associate is entitled to such leave on a pro rata basis.
- 13.4** The employer and the associate should agree on criteria for professional development having regard to the cost, accessibility and availability of courses relevant to the practice needs and the number of veterinarians seeking such opportunity.
- 13.5** The employer must pay any course registration fees for agreed professional development activities. The employer, at its discretion, may agree with the associate to pay for other expenses relating to these activities (travel, accommodation, etc.).
- 13.6** Where the employer pays course registration fees, the associate has the duty to disseminate the knowledge gained to other members of the practice in which they are employed. All conference publications from paid courses remain the property of the employer.
- 13.7** On request, the employer must provide all associates, including part-time and casual associates, with written proof that the employer holds professional indemnity and public liability insurance to cover the associate in relation to the exercise of the associate's duties with the employer.

14. Superannuation

14.1 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.

14.2 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.

14.3 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 14.2.
- (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 14.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 14.3(a) or (b) was made.

14.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 14.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 14.2 and pay the amount authorised under clauses 14.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) Statewide Superannuation Trust;
- (c) Tasplan;
- (d) CareSuper;
- (e) Sunsuper;
- (f) AustSafe Super;
- (g) GuildSuper;
- (h) 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 or its successor fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (i) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Penalties and Overtime

15. Penalty rates—employees other than veterinary surgeons

15.1 Weekend rates and public holiday penalties—other than shiftwork

The following penalty rates apply to employees other than shiftworkers working ordinary hours on weekends and public holidays:

| | | Full time and part-time employees | Casual employees |
|--|--------------------------------|-----------------------------------|------------------|
| | | % of minimum hourly rate | |
| Saturday | First three hours (after 1 pm) | 150 | 175 |
| | After three hours | 200 | 225 |
| Sunday | | 200 | 225 |
| Public holiday¹ | | 250 | 275 |
| ¹ Work on public holiday is subject to a minimum engagement of four hours in accordance with clause 20.2(a) | | | |

15.2 Shiftwork penalties

15.2 amended in accordance with para [20] of [2016] FWCFB 7254

The following rates apply to ordinary hours of work for employees engaged on shiftwork:

- (a) **115%** of the minimum hourly rate for a shift finishing after 8.00 pm;
- (b) **130%** of the minimum hourly rate loading for a shift where the majority of hours on the shift occur between the hours of midnight and 8.00 am; and
- (c) **115%** of the minimum hourly rate for a shift commencing at or before 6.30 am.
- (d) Overtime rates for shiftwork are paid instead of the shift penalties in clause 16.1(a)(ii)

Note: these shift penalties do not apply to employees engaged as day workers.

15.3 Weekend and public holiday rates—shiftwork

15.3 amended in accordance with para [20] of [2016] FWCFB 7254

Where the major portion of a rostered shift falls on a Saturday, Sunday or public holiday the following rates apply instead of the rates in clause 15.2:

- (a) **150%** of the minimum hourly rate for ordinary hours on a Saturday shift;
- (b) **200%** of the minimum hourly rate for ordinary hours on a Sunday shift; and
- (c) **250%** of the minimum hourly rate for ordinary hours on a public holiday shift.

15.4 Transfer to or from shiftwork

An employee may be transferred to or from shiftwork on 14 days' notice provided the employee has at least 10 hours off duty before commencing shiftwork. If 14 days' notice is not given the employee will be paid overtime rates in accordance with clause 16.1 for all work done outside previous ordinary working hours within 14 days of the time of notification of the change.

16. Overtime rates

16 amended in accordance with [PR584073](#). (16.4 deleted, new 16.4 inserted)

16.1 Employees other than veterinary surgeons

- (a) Overtime rates must be paid in accordance with clause 16.1(b) as follows:
- (i) to employees other than shiftworkers—for all work performed outside the ordinary hours; and
 - (ii) to employees engaged on shiftwork—for all work outside ordinary hours or in excess of eight hours. Overtime rates for shiftwork are paid instead of the shift penalties in clause 15.2.
- (b) **Overtime rates for employees other than veterinary surgeons**
- (i) **Monday to Saturday**
150% of the minimum hourly rate for the first three hours and 200% of the minimum hourly rate thereafter.
 - (ii) **Sunday**
200% of the minimum hourly rate with a minimum payment of three hours provided the employee is ready willing and available to work such overtime.
- (c) In calculating overtime, each day's work stands alone.
- (d) **Return to duty (other than veterinary surgeons)**
- (i) Where an employee is required to return to duty after the usual finishing hour of work for that day, the employee must be paid at the appropriate overtime rate and must receive a minimum payment as for three hours' work.
 - (ii) This clause does not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

16.2 Veterinary surgeons

- (a) Employers will compensate associates for time worked in addition to 38 hours per week, except when the associate is on call, either by:
- (i) granting additional remuneration at the employee's ordinary time rate; or

- (ii) granting time off instead of payment on an hour for hour basis, if agreed by the associate.
- (b) An allowance instead of some or all of the amounts otherwise payable under clause 16.2(a) may be paid where the associate and employer reach agreement. The allowance and any other payments for extra hours are not to be less than would otherwise have been payable under clause 16.2(a) calculated over a calendar year.
- (c) Agreements under this clause must be recorded in writing.

16.3 Time off instead of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off at a time or times agreed with the employer instead of payment for overtime that would otherwise be payable under this clause.
- (b) Overtime taken as time off instead of payment for overtime during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) The employer must provide payment at the appropriate overtime rate for any overtime worked under this clause where time off instead of payment has not been taken within four weeks of accrual and payment is requested by an employee.

16.4 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 16.4.
- (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 subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 16.4 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 16.4 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 16.4 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 paragraph (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 16.4 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 16.4 will apply, including the requirement for separate written agreements under paragraph (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 16.4 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 16.4.

Part 6—Leave, Public Holidays and Other NES Entitlements

17. Annual leave

17 amended in accordance with [PR582962](#) (17.4 renamed and substituted, 17.6–17.9 inserted)

17.1 Annual leave is provided for in the NES.

17.2 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

17.3 Annual leave loading

- (a) During a period of annual leave an employee will receive their minimum hourly rate plus a loading calculated on the rate of wage prescribed in clause 10—Minimum wages. Annual leave loading is payable on leave accrued.
- (b) The loading is as follows:

- (i) **Day work**

- Employees who would have worked on day work only had they not been on leave—**17.5%** or the relevant weekend penalty rates, whichever is the greater but not both.

- (ii) **Shiftwork**

- Employees who would have worked on shiftwork had they not been on leave—a loading of **17.5%** or the shift loading (including relevant weekend penalty rates) whichever is the greater, but not both.

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

17.4 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 17.4 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 17.4 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 17.4, 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.

17.5 Requirement to take leave during close-down

An employer may require an employee to take annual leave by giving at least four weeks' notice where such leave is required as part of a close-down of its operations.

17.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 17.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 17.6.
- (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 17.6 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 17.6 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 17.6 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 17.6.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 17.6.

Note 3: An example of the type of agreement required by clause 17.6 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

17.7 Excessive leave accruals: general provision

Note: Clauses 17.7 to 17.9 contain provisions, additional to the National Employment Standards, 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 Fair Work 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 17.2).
- (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 17.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 17.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

17.8 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 17.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (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 17.7, 17.8 or 17.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 17.8(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

17.9 Excessive leave accruals: request by employee for leave

- (a) Clause 17.9 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 17.7(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.
- (c) However, an employee may only give a notice to the employer under paragraph (b) 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 17.8(a) that, when any other paid annual leave arrangements (whether made under clause 17.7, 17.8 or 17.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) 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 17.7, 17.8 or 17.9 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.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 17.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

18. Personal/carer's leave and compassionate leave

18.1 Personal/carer's leave and compassionate leave are provided for in the NES. Casual employees are not entitled to paid personal/carer's leave or paid compassionate leave.

18.2 Personal/carer's leave for casual employees

- (a) Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.
- (b) A casual employee is entitled to be absent for a maximum of 48 hours. Any leave in excess of the 48 hours is to be by agreement with the employer.
- (c) Absence under this clause is unpaid.

19. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

20. Public holidays

20.1 Public holidays are provided for in the NES.

20.2 Payment for public holidays—other than veterinary surgeons

- (a) Work on a public holiday or a substituted day must be paid for at 250% of the minimum hourly rate with a minimum payment of four hours provided the employee is available to work four hours.
- (b) Where both a public holiday and substitute day are worked, public holiday penalties are payable on one of those days at the election of the employee.

20.3 Payment for public holidays—veterinary surgeons

(a) Public holiday rates

- (i) Subject to clause 20.4, the rate for work performed on a public holiday for a full-time or part-time associates is **200%** of the minimum hourly rate.
- (ii) Where the normal roster of a part-time associate includes a public holiday, the associate is entitled to enjoyment of a public holiday without loss of pay or receive payment at the appropriate rate for working on it.
- (iii) Casual associates will be paid at **200%** of the minimum hourly rate. This provision does not apply to substitute days.
- (iv) **Christmas day falling on a Saturday or Sunday**

Permanent full-time and part-time associates required to work on 25 December will receive the Saturday or Sunday rate (as appropriate) plus a loading of **50%** (of the ordinary time rate) and be entitled to the benefit of a substitute day.

20.4 Special provisions for associates who normally work on weekends

20.4 amended in accordance with para [20] of [2016] FWCFB 7254

- (a) This clause applies to full-time associates who do not regularly work a five day Monday ~~and to~~ Friday week, or part-time associates who work an average of five days per week and regularly work on Saturday and/or Sunday.
- (b) Associates defined in clause (a) will not be disadvantaged if a prescribed public holiday falls on a day when they would not be working. The appropriate compensation is:
- (i) an alternative day off;
 - (ii) an additional one day of annual leave; or
 - (iii) an additional day's wages.
- (c) Where a public holiday falls on a Saturday or Sunday and is the subject of a substitution provision:
- (i) A full-time associate will either:
 - have the actual day off without loss of pay, and no additional entitlement to the substitute day;
 - if required to work on the actual day, be paid the normal ~~Saturday or Sunday~~ rate of pay and be entitled to the substitute day, or if the substitute day falls on the associate's normal day off, an alternative day off;
 - if required to work on both the actual day and the substitute day, be paid at the normal ~~Saturday or Sunday~~ rate of pay for the actual day and, for the substitute day receive either:
 - an alternative day off;
 - an additional day's annual leave; or
 - be paid for the substituted day at the public holiday rate.
 - (ii) A part-time associate will either:
 - have the actual day off without loss of pay, and no additional entitlement to the substitute day; or
 - if required to work the actual day, be paid at the normal ~~Saturday or Sunday~~ rate of pay and be entitled to take an alternative day off, which may or may not be the prescribed substitute day, as a public holiday; or
 - receive payment at ordinary time rates for an additional day of equal length.
- (d) For the purpose of clause 20.4, an **alternative day off** means:
- (i) For full-time employees, an addition of one day to annual leave or an additional day's wages (7.6 hours); or

- (ii) For part-time employees, the average number of hours rostered per day by the associate in the four week cycle prior to the public holiday.
- (e) Full-time associates who do not work a five day week should be paid for the hours worked and 7.6 hours where a public holiday falls on a day they do not work.

20.5 Part-day public holidays

For provisions relating to part-day public holidays see Schedule F—2016 Part-day public holidays.

21. Community service leave

Community service leave is provided for in the NES.

22. Termination of employment

22.1 Notice of termination is provided for in the NES.

22.2 Notice of termination by an employee

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

22.3 Job search entitlement

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

23. Redundancy

23.1 Redundancy pay is provided for in the NES.

23.2 Transfer to lower paid duties

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

23.3 Employee leaving during notice period

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

23.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 22.3.

Part 7—Consultation and Dispute Resolution

24. Consultation

24.1 Consultation regarding major workplace change

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

(b) Employers to discuss change

- (i)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 24.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 24.1(a).
- (iii)** For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

24.2 Consultation about changes to rosters or hours of work

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

25. Dispute resolution

- 25.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the

workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- 25.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 25.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 25.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 25.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 25.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 25.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Schedule A—Classification Definitions

Indicative tasks

The indicative tasks are a non-exhaustive list of duties/tasks that may be utilised within the particular level. They are an indicative guide only, however, they may be used as an accompaniment to the classification criteria in this Schedule in order to assist in the classification of employees when difficulties are experienced in assessment against the classification criteria alone. The indicative tasks should not be used in place of the classification criteria when classifying an employee.

Employees at any particular level may be expected to undertake duties/tasks of any level lower than the employee's own, in addition to the duties/tasks specified at the employee's level in which they are employed. The employee may perform one such duty/task, or many of them, depending on the particular work allocated and may also be required to work flexibly across different work areas within the employee's sector where sectors are prescribed, providing the employees have been trained to carry out the tasks required.

A.1 Animal care industry inspectors

A.1.1 Inspector Level 1

This is the commencement level for a new inspector who is authorised under relevant legislation to carry out the duties of animal care inspector however described. The performance of duties is subject to the supervision of an Inspector Level 2.

An inspector at this level can expect to move to an Inspector Level 2 after six months from their commencement as an Inspector Level 1.

A.1.2 Inspector Level 2

In addition to the experience and qualifications of an Inspector Level 1, an inspector at this level requires limited supervision in the performance of their duties.

A.1.3 Senior Inspector Level 3

At this level a person is appointed and designated a senior inspector. The Senior Inspector Level 3 conducts professional work involving considerable independence. They are responsible, when tasked, for the supervision of staff. They will be involved in the overall planning of team activities together with the formulation and implementation of policies and protocols.

A.2 Practice managers, Veterinary nurses, Receptionists, Animal attendants and Assistants

A.2.1 Introductory level

An employee who has had no experience in this industry will initially be engaged at the introductory level until the employee has performed satisfactory service for a period not exceeding three months. During this period the employer will provide on-the-job training to assist the employee to gain the appropriate skills. If the employee attains the level of skill required, the employee will progress to Level 1.

Employees at this level will perform routine tasks involving adherence to determined procedures and with only minimal scope for deviation from these procedures.

A.2.2 Level 1

Level of responsibility, skills and knowledge

An employee at this level will:

- (a) work under direct supervision with regular close checking of their work;
- (b) develop and then apply their knowledge and skills to a limited range of tasks and roles;
- (c) work within a specified range of contexts where the choice of action is clear and restricted; and
- (d) normally develop and then use their competencies within established routines, where methods and procedures are predictable.

Indicative Tasks

Typical activities at this level may include:

- (a) assisting other employees in their duties;
- (b) appropriate induction to the industry and the routines of the practice;
- (c) basic animal care;
- (d) grooming, feeding, cleaning and restraint as instructed; and/or
- (e) basic clerical and/or reception duties and telephone skills under veterinary supervision.

A.2.3 Level 2

A Level 2 employee will use limited discretion and initiative. Knowledge relating to the care of animals will be necessary.

Level of responsibility, skills and knowledge

An employee at this level will:

- (a) work under direct supervision with routine checking of their work;
- (b) develop and then apply their knowledge and skills to a limited range of tasks and roles;
- (c) work within a specified range of contexts where the choice of action is clear and restricted;
- (d) normally use their competencies within established routines, where methods and procedures are predictable; and
- (e) exercise discretion and judgment against established criteria.

Indicative Tasks

In addition to those outlined in Level 1, typical activities at this level may include:

- (a) following Occupational Health and Safety procedures in an animal care environment;
- (b) assisting with general animal care; provide food and water for animals;
- (c) participating in workplace communications;
- (d) carrying out basic clerical and/or reception duties under reduced supervision;
- (e) carrying out clinic routines; maintain clinic hygiene, carry out daily treatment of patients; and/or
- (f) assisting in stock control and clinic security.

A.2.4 Level 3

A Level 3 employee will possess an AQF Level 3 or other equivalent qualification or possess knowledge and experience to enable them to operate at trade level.

Level of responsibility, skills and knowledge

An employee at this level will:

- (a) generally be working with limited supervision;
- (b) normally use their competencies within established routines, where methods and procedures are predictable; and
- (c) exercise discretion and judgment against established criteria.

Indicative Tasks

In addition to those outline in Level 2, typical activities at this level may include:

- (a) assisting with animal care under limited supervision;
- (b) limited supervision of employees at introductory level and Level 1;
- (c) undertaking daily clinic routines and routine monitoring of patients;
- (d) clerical duties including maintaining supplies, processing and preparing correspondence and accounts;
- (e) the ability to follow clinic procedures for hazard identification and risk control;
- (f) the ability to provide grief support to clients/animal owners; and/or
- (g) providing basic first aid for animals.

A.2.5 Level 4

A Level 4 employee will possess competencies of AQF 4 or other equivalent qualifications.

Indicative tasks

In addition to those outlined in Level 3, typical activities at this level may include:

- (a) co-ordinating clinic admissions;

- (b) providing veterinary nursing care and grief support to clients;
- (c) applying radiographic routines and implement procedures;
- (d) performing and record pathology procedures, assist with post mortem;
- (e) preparing and provide support for surgical procedures;
- (f) monitoring patient anaesthesia;
- (g) performing post-operative procedures;
- (h) nursing hospitalised animals, monitor clinical signs, communicate with owners;
- (i) providing animal care in pain situations;
- (j) carrying out medical nursing routines;
- (k) preparing surgery schedules, implement surgery preparations;
- (l) cleaning maintain and store theatre instruments, equipment and supplies;
and/or
- (m) carrying out post operative theatre routines.

A.2.6 Level 5—Practice manager

A Level 5 employee will have the overall responsibility of managing the day-to-day operations of a veterinary practice. The possession of relevant post secondary qualifications may be appropriate but are not essential.

Employees at this level are subject to broad guidance or direction and are responsible and accountable for their own work.

Level of responsibility, skills and knowledge

An employee at this level will: exercise skills, discretion and responsibilities beyond that required at Level 4.

Indicative Tasks

In addition to those outlined in Level 4, typical activities at this level may include:

- (a) overseeing human resources, stock control, clinical administration, bookkeeping and customer management;
- (b) being responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including, scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters;
and/or
- (c) reporting to management regarding accounts, staffing, legislative requirements and/or other company activities.

A.3 Veterinary surgeons

A.3.1 Level 1A

- (a) Level 1A is the commencement level for a graduate veterinary surgeon. The performance of normal duties (including those performed on call) are subject to supervision by a more experienced veterinary surgeon. A Level 1A associate will progress to Level 1B no later than six months after commencement.
- (b) For the purposes of Schedule A.3.1, supervision does not require the more experienced veterinary surgeon to be present at all times. It means that the Level 1 associate has access to guidance and assistance on normal tasks. This could be in person, or by telephone, or some other suitable arranged communication (e.g. advice prior to performing task and feedback after the task is completed).

A.3.2 Level 1B

- (a) A Level 1B associate still requires some supervision to perform normal duties. A competent Level 1B associate could expect to advance to Level 2 no later than two years after commencement.
- (b) Advancement to Level 2 could be earlier depending on whether the associate has developed skills quickly enough to perform the required duties attached to Level 2.
- (c) For the purposes of Schedule A.3.2, supervision does not require the more experienced veterinary surgeon to be present at all times. It means that the Level 1 associate has access to guidance and assistance on normal tasks. This could be in person, or by telephone, or some other suitable arranged communication (e.g. advice prior to performing task and feedback after the task is completed).

A.3.3 Level 2

The veterinary surgeon conducts professional work without detailed supervision but with guidance on unusual cases and/or procedures.

A.3.4 Level 3

The experienced veterinary surgeon conducts professional work including more difficult assignments requiring substantial professional experience and initiative.

A.3.5 Level 4

The senior veterinary surgeon conducts professional work involving considerable independence of approach. They are responsible, when tasked, for the supervision of other professional staff and other practice management tasks, such as involvement in the overall planning of the practice, involvement in the formulation and implementation of practice policy and protocols, and/or supervising a practice branch or specific unit or department within the practice.

Schedule B—Summary of Hourly Rates of Pay

Rates updated as a result of AWR 2016

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

B.1 Full-time and part-time employees

B.1.1 Animal care industry inspectors—employees other than shiftworkers—ordinary and penalty rates

| | Minimum hourly rate | Saturday after 1.00 pm | | Sunday | Public holiday |
|---------------------------------|---------------------|------------------------|---------------|-------------|----------------|
| | | First 3 hours | After 3 hours | | |
| % of minimum hourly rate | | | | | |
| | 100% | 150% | 200% | 200% | 250% |
| | \$ | \$ | \$ | \$ | \$ |
| Inspector Level 1 | 23.93 | 35.90 | 47.86 | 47.86 | 59.83 |
| Inspector Level 2 | 25.25 | 37.88 | 50.50 | 50.50 | 63.13 |
| Senior Inspector Level 3 | 27.28 | 40.92 | 54.56 | 54.56 | 68.20 |

B.1.2 Animal care industry inspectors—shiftworkers—penalty rates

| | Monday to Friday | | Saturday | Sunday | Public holiday |
|---------------------------------|---|--------------------------|-------------|-------------|----------------|
| | Morning shift ¹ and afternoon shift ² | Night shift ³ | | | |
| % of minimum hourly rate | | | | | |
| | 115% | 130% | 150% | 200% | 250% |
| | \$ | \$ | \$ | \$ | \$ |
| Inspector Level 1 | 27.52 | 31.11 | 35.90 | 47.86 | 59.83 |
| Inspector Level 2 | 29.04 | 32.83 | 37.88 | 50.50 | 63.13 |
| Senior Inspector Level 3 | 31.37 | 35.46 | 40.92 | 54.56 | 68.20 |

¹ **Morning shift** means a shift that commences before 6.30 am.

² **Afternoon shift** means a shift that finishes after 8.00 pm.

³ **Night shift** means a shift where the majority of hours occur between midnight and 8 am.

B.1.3 Animal care industry inspectors—overtime rates

| | Monday to Saturday | | Sunday – all day |
|--------------------------|--------------------------|---------------|------------------|
| | First 3 hours | After 3 hours | |
| | % of minimum hourly rate | | |
| | 150% | 200% | 200% |
| | \$ | \$ | \$ |
| Inspector Level 1 | 35.90 | 47.86 | 47.86 |
| Inspector Level 2 | 37.88 | 50.50 | 50.50 |
| Senior Inspector Level 3 | 40.92 | 54.56 | 54.56 |

B.1.4 Practice managers, veterinary nurses, animal attendants and assistants—employees other than shiftworkers—ordinary and penalty rates

| | Minimum hourly rate | Saturday after 1.00 pm | | Sunday | Public holiday |
|--------------------------|--------------------------|------------------------|---------------|--------|----------------|
| | | First 3 hours | After 3 hours | | |
| | % of minimum hourly rate | | | | |
| | 100% | 150% | 200% | 200% | 250% |
| | \$ | \$ | \$ | \$ | \$ |
| Introductory level | 17.70 | 26.55 | 35.40 | 35.40 | 44.25 |
| Level 1 | 18.21 | 27.32 | 36.42 | 36.42 | 45.53 |
| Level 2 | 19.75 | 29.63 | 39.50 | 39.50 | 49.38 |
| Level 3 | 20.61 | 30.92 | 41.22 | 41.22 | 51.53 |
| Level 4 | 22.49 | 33.74 | 44.98 | 44.98 | 56.23 |
| Level 5—Practice Manager | 23.63 | 35.45 | 47.26 | 47.26 | 59.08 |

B.1.5 Practice managers, veterinary nurses, animal attendants and assistants—shiftworkers—ordinary and penalty rates

| | Monday to Friday | | Saturday | Sunday | Public holiday |
|--------------------|---|--------------------------|----------|--------|----------------|
| | Morning shift ¹ and afternoon shift ² | Night shift ³ | | | |
| | % of minimum hourly rate | | | | |
| | 115% | 130% | 150% | 200% | 250% |
| | \$ | \$ | \$ | \$ | \$ |
| Introductory level | 20.36 | 23.01 | 26.55 | 35.40 | 44.25 |
| Level 1 | 20.94 | 23.67 | 27.32 | 36.42 | 45.53 |
| Level 2 | 22.71 | 25.68 | 29.63 | 39.50 | 49.38 |
| Level 3 | 23.70 | 26.79 | 30.92 | 41.22 | 51.53 |
| Level 4 | 25.86 | 29.24 | 33.74 | 44.98 | 56.23 |

| | Monday to Friday | | Saturday | Sunday | Public holiday |
|--|---|--------------------------|-------------|-------------|----------------|
| | Morning shift ¹ and afternoon shift ² | Night shift ³ | | | |
| | % of minimum hourly rate | | | | |
| | 115% | 130% | 150% | 200% | 250% |
| | \$ | \$ | \$ | \$ | \$ |
| Level 5—Practice Manager | 27.17 | 30.72 | 35.45 | 47.26 | 59.08 |
| ¹ Morning shift means a shift that commences before 6.30 am. | | | | | |
| ² Afternoon shift means a shift that finishes after 8.00 pm. | | | | | |
| ³ Night shift means a shift where the majority of hours occur between midnight and 8 am. | | | | | |

B.1.6 Practice managers, veterinary nurses, animal attendants and assistants—overtime rates

| | Monday to Saturday | | Sunday – all day |
|--------------------------|---------------------------------|---------------|------------------|
| | First 3 hours | After 3 hours | |
| | % of minimum hourly rate | | |
| | 150% | 200% | 200% |
| | \$ | \$ | \$ |
| Introductory level | 26.55 | 35.40 | 35.40 |
| Level 1 | 27.32 | 36.42 | 36.42 |
| Level 2 | 29.63 | 39.50 | 39.50 |
| Level 3 | 30.92 | 41.22 | 41.22 |
| Level 4 | 33.74 | 44.98 | 44.98 |
| Level 5—Practice Manager | 35.45 | 47.26 | 47.26 |

B.1.7 Veterinary surgeons—ordinary and penalty rates

| | Minimum hourly rate | Public holiday ¹ |
|----------|---------------------------------|-----------------------------|
| | % of minimum hourly rate | |
| | 100% | 200% |
| | \$ | \$ |
| Level 1A | 23.93 | 47.86 |
| Level 1B | 25.25 | 50.50 |
| Level 2 | 27.28 | 54.56 |
| Level 3 | 29.97 | 59.94 |
| Level 4 | 33.85 | 67.70 |

| | Minimum hourly rate | Public holiday ¹ |
|--|--------------------------|-----------------------------|
| | % of minimum hourly rate | |
| | 100% | 200% |
| | \$ | \$ |

¹ For full public holiday entitlement see clause 20

B.2 Casual employees

B.2.1 Animal care industry inspectors—employees other than shiftworkers—casual and penalty rates

| | Casual hourly rate | Saturday after 1.00 pm | | Sunday | Public holiday |
|--------------------------|--------------------------|------------------------|---------------|--------|----------------|
| | | First 3 hours | After 3 hours | | |
| | % of minimum hourly rate | | | | |
| | 125% | 175% | 225% | 225% | 275% |
| | \$ | \$ | \$ | \$ | \$ |
| Inspector Level 1 | 29.91 | 41.88 | 53.84 | 53.84 | 65.81 |
| Inspector Level 2 | 31.56 | 44.19 | 56.81 | 56.81 | 69.44 |
| Senior Inspector Level 3 | 34.10 | 47.74 | 61.38 | 61.38 | 75.02 |

B.2.2 Animal care industry inspectors—shiftworkers—casual and penalty rates

| | Monday to Friday | | Saturday | Sunday | Public holiday |
|--------------------------|---|--------------------------|----------|--------|----------------|
| | Morning shift ¹ and afternoon shift ² | Night shift ³ | | | |
| | % of minimum hourly rate | | | | |
| | 140% | 155% | 175% | 225% | 275% |
| | \$ | \$ | \$ | \$ | \$ |
| Inspector Level 1 | 33.50 | 37.09 | 41.88 | 53.84 | 65.81 |
| Inspector Level 2 | 35.35 | 39.14 | 44.19 | 56.81 | 69.44 |
| Senior Inspector Level 3 | 38.19 | 42.28 | 47.74 | 61.38 | 75.02 |

¹ **Morning shift** means a shift that commences before 6.30 am.

² **Afternoon shift** means a shift that finishes after 8.00 pm.

³ **Night shift** means a shift where the majority of hours occur between midnight and 8 am.

B.2.3 Practice managers, veterinary nurses, animal attendants and assistants—employees other than shiftworkers—casual and penalty rates

| | Casual hourly rate | Saturday after 1.00 pm | | Sunday | Public holiday |
|--------------------------|---------------------------------|------------------------|---------------|-------------|----------------|
| | | First 3 hours | After 3 hours | | |
| | % of minimum hourly rate | | | | |
| | 125% | 175% | 225% | 225% | 275% |
| | \$ | \$ | \$ | \$ | \$ |
| Introductory level | 22.13 | 30.98 | 39.83 | 39.83 | 48.68 |
| Level 1 | 22.76 | 31.87 | 40.97 | 40.97 | 50.08 |
| Level 2 | 24.69 | 34.56 | 44.44 | 44.44 | 54.31 |
| Level 3 | 25.76 | 36.07 | 46.37 | 46.37 | 56.68 |
| Level 4 | 28.11 | 39.36 | 50.60 | 50.60 | 61.85 |
| Level 5—Practice Manager | 29.54 | 41.35 | 53.17 | 53.17 | 64.98 |

B.2.4 Practice managers, veterinary nurses, animal attendants and assistants—shiftworkers—casual and penalty rates

| | Monday to Friday | | Saturday | Sunday | Public holiday |
|--------------------------|---|--------------------------|-------------|-------------|----------------|
| | Morning shift ¹ and afternoon shift ² | Night shift ³ | | | |
| | % of minimum hourly rate | | | | |
| | 140% | 155% | 175% | 225% | 275% |
| | \$ | \$ | \$ | \$ | \$ |
| Introductory level | 24.78 | 27.44 | 30.98 | 39.83 | 48.68 |
| Level 1 | 25.49 | 28.23 | 31.87 | 40.97 | 50.08 |
| Level 2 | 27.65 | 30.61 | 34.56 | 44.44 | 54.31 |
| Level 3 | 28.85 | 31.95 | 36.07 | 46.37 | 56.68 |
| Level 4 | 31.49 | 34.86 | 39.36 | 50.60 | 61.85 |
| Level 5—Practice Manager | 33.08 | 36.63 | 41.35 | 53.17 | 64.98 |

¹ **Morning shift** means a shift that commences before 6.30 am.

² **Afternoon shift** means a shift that finishes after 8.00 pm.

³ **Night shift** means a shift where the majority of hours occur between midnight and 8 am.

B.2.5 Veterinary surgeons—casual and penalty rates

| | Casual hourly rate | Public holiday¹ |
|----------|---------------------------------|-----------------------------------|
| | % of minimum hourly rate | |
| | 100% | 200% |
| | \$ | \$ |
| Level 1A | 29.91 | 53.84 |
| Level 1B | 31.56 | 56.81 |
| Level 2 | 34.10 | 61.38 |
| Level 3 | 37.46 | 67.43 |
| Level 4 | 42.31 | 76.16 |

¹ For full public holiday entitlement see clause 20

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Schedule C—Summary of Monetary Allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

See clause 11—Allowances for full details of allowances payable under this award.

C.1 Wage related allowances

C.1.1 The wage-related allowances in this award are based on the standard rate as defined in Schedule G as the minimum weekly rate for a Level 3 in clause 10.2 = **\$764.90**

| Allowance | Clause | % of standard rate \$764.90 | \$ per each 24 hour period or part thereof unless stated otherwise |
|--|---------|--------------------------------|--|
| Veterinary surgeons | | | |
| On call duty allowance | 11.2(a) | 5.06 | 39.63 per each period of duty |
| Other than veterinary surgeons | | | |
| Broken shift allowance | 11.1(a) | 1.60 | 12.53 per shift |
| First aid allowance | 11.1(b) | 1.96 | 15.35 per week |
| On call allowance: | 11.1(c) | | |
| Monday to Friday | | 2.07 | 16.21 |
| Saturday | | 3.11 | 24.36 |
| Sunday, public holiday or off duty day | | 3.62 | 28.36 |

C.1.2 Adjustment of wage related allowances

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

C.2 Expense related allowances

C.2.1 The following expense related allowances will be payable to employees in accordance with clauses 11.4 and 11.3:

| Allowance | Clause | \$ |
|---|---------|--------------------|
| Other than veterinary surgeons | | |
| Meal allowance—overtime for more than one and a half hours without prescribed notice: | 11.4(a) | |
| First meal | | 11.26 per occasion |
| Second and subsequent meal/s | | 9.67 per occasion |
| All employees | | |
| Clothing and laundry allowance | 11.3(a) | 6.51 per week |
| Vehicle/travel allowance: | 11.3(b) | |
| Motor vehicle | | 0.78 per km |
| Motorcycle | | 0.26 per km |

C.2.2 Adjustment of expense related allowances

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

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

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

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Schedule D—Supported Wage System

Schedule D updated in accordance with [PR581528](#)

- D.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.
- D.2** In this schedule:
- approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme
- relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged
- supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au
- SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate
- D.3 Eligibility criteria**
- D.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- D.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
- D.4 Supported wage rates**
- D.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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

D.4.2 Provided that the minimum amount payable must be not less than \$82 per week.

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule E— National Training Wage

This schedule is being reviewed in matter [AM2016/17](#)

Rates updated in accordance with AWR 2016

E.1 Title

This is the *National Training Wage Schedule*.

E.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

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

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

E.3 Coverage

- E.3.1** Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause E.7 to this schedule or by clause E.5.4 of this schedule.
- E.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.7 to this schedule.
- E.3.3** This schedule does not apply to:
- (a) the apprenticeship system;
 - (b) qualifications not identified in training packages; or
 - (c) qualifications in training packages which are not identified as appropriate for a traineeship.
- E.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- E.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- E.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

E.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- E.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- E.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

E.5 Minimum Wages

E.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

| | Highest year of schooling completed | | |
|------------------------------------|-------------------------------------|----------|----------|
| | Year 10 | Year 11 | Year 12 |
| | per week | per week | per week |
| | \$ | \$ | \$ |
| School leaver | 302.20 | 332.80 | 396.50 |
| Plus 1 year out of school | 332.80 | 396.50 | 461.40 |
| Plus 2 years out of school | 396.50 | 461.40 | 537.00 |
| Plus 3 years out of school | 461.40 | 537.00 | 614.80 |
| Plus 4 years out of school | 537.00 | 614.80 | |
| Plus 5 or more years out of school | 614.80 | | |

(b) Wage Level B

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

| | Highest year of schooling completed | | |
|----------------------------|-------------------------------------|----------|----------|
| | Year 10 | Year 11 | Year 12 |
| | per week | Per week | per week |
| | \$ | \$ | \$ |
| School leaver | 302.20 | 332.80 | 385.80 |
| Plus 1 year out of school | 332.80 | 385.80 | 443.80 |
| Plus 2 years out of school | 385.80 | 443.80 | 520.40 |
| Plus 3 years out of school | 443.80 | 520.40 | 593.60 |

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | Per week | per week |
| | \$ | \$ | \$ |
| Plus 4 years out of school | 520.40 | 593.60 | |
| Plus 5 or more years out of school | 593.60 | | |

(c) Wage Level C

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | per week | per week |
| | \$ | \$ | \$ |
| School leaver | 302.20 | 332.80 | 385.80 |
| Plus 1 year out of school | 332.80 | 385.80 | 434.30 |
| Plus 2 years out of school | 385.80 | 434.30 | 485.20 |
| Plus 3 years out of school | 434.30 | 485.20 | 540.60 |
| Plus 4 years out of school | 485.20 | 540.60 | |
| Plus 5 or more years out of school | 540.60 | | |

(d) AQF Certificate Level IV traineeships

(i) Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clause E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

| Wage level | First year of traineeship | Second and subsequent years of traineeship |
|-------------------|----------------------------------|---|
| | per week | per week |
| | \$ | \$ |
| Wage Level A | 638.50 | 663.20 |
| Wage Level B | 616.00 | 639.70 |
| Wage Level C | 560.60 | 581.80 |

E.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 9.94 | 10.96 | 13.05 |
| Plus 1 year out of school | 10.96 | 13.05 | 15.19 |
| Plus 2 years out of school | 13.05 | 15.19 | 17.66 |
| Plus 3 years out of school | 15.19 | 17.66 | 20.21 |
| Plus 4 years out of school | 17.66 | 20.21 | |
| Plus 5 or more years out of school | 20.21 | | |

(b) Wage Level B

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 9.94 | 10.96 | 12.70 |
| Plus 1 year out of school | 10.96 | 12.70 | 14.60 |
| Plus 2 years out of school | 12.70 | 14.60 | 17.13 |
| Plus 3 years out of school | 14.60 | 17.13 | 19.54 |
| Plus 4 years out of school | 17.13 | 19.54 | |
| Plus 5 or more years out of school | 19.54 | | |

(c) Wage Level C

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 9.94 | 10.96 | 12.70 |
| Plus 1 year out of school | 10.96 | 12.70 | 14.28 |
| Plus 2 years out of school | 12.70 | 14.28 | 15.95 |
| Plus 3 years out of school | 14.28 | 15.95 | 17.78 |
| Plus 4 years out of school | 15.95 | 17.78 | |
| Plus 5 or more years out of school | 17.78 | | |

(d) School-based traineeships

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause E.7 are as follows when the trainee works ordinary hours:

| Year of schooling | |
|--------------------------|-----------------|
| Year 11 or lower | Year 12 |
| per hour | per hour |
| \$ | \$ |
| 9.94 | 10.96 |

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

| Wage level | First year of traineeship | Second and subsequent years of traineeship |
|-------------------|----------------------------------|---|
| | per hour | per hour |
| | \$ | \$ |
| Wage Level A | 21.00 | 21.82 |
| Wage Level B | 20.24 | 21.03 |
| Wage Level C | 18.44 | 19.15 |

(f) Calculating the actual minimum wage

- (i)** Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii)** Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii)** Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

E.5.3 Other minimum wage provisions

- (a)** An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b)** If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

E.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

E.6 Employment conditions

- E.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- E.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- E.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training

contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause E.5.2(f)(ii) and not by this clause.

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

E.7 Allocation of Traineeships to Wage Levels

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

E.7.1 Wage Level A

| Training package | AQF certificate level |
|--|---|
| Aeroskills | II |
| Aviation | I, II, III |
| Beauty | III |
| Business Services | I, II, III |
| Chemical, Hydrocarbons and Refining | I, II, III |
| Civil Construction | III |
| Coal Training Package | II, III |
| Community Services | II, III |
| Construction, Plumbing and Services Integrated Framework | I, II, III |
| Correctional Services | II, III |
| Drilling | II, III |
| Electricity Supply Industry—Generation Sector | II, III (III in Western Australia only) |
| Electricity Supply Industry—Transmission, Distribution and Rail Sector | II |
| Electrotechnology | I, II, III (III in Western Australia only) |
| Financial Services | I, II, III |
| Floristry | III |
| Food Processing Industry | III |
| Gas Industry | III |
| Information and Communications Technology | I, II, III |
| Laboratory Operations | II, III |
| Local Government (other than Operational Works Cert I and II) | I, II, III |

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| Training package | AQF certificate level |
|--|------------------------------|
| Manufactured Mineral Products | III |
| Manufacturing | I, II, III |
| Maritime | I, II, III |
| Metal and Engineering (Technical) | II, III |
| Metalliferous Mining | II, III |
| Museum, Library and Library/Information Services | II, III |
| Plastics, Rubber and Cablemaking | III |
| Public Safety | III |
| Public Sector | II, III |
| Pulp and Paper Manufacturing Industries | III |
| Retail Services (including wholesale and Community pharmacy) | III |
| Telecommunications | II, III |
| Textiles, Clothing and Footwear | III |
| Tourism, Hospitality and Events | I, II, III |
| Training and Assessment | III |
| Transport and Distribution | III |
| Water Industry (Utilities) | III |

E.7.2 Wage Level B

| Training package | AQF certificate level |
|--|------------------------------|
| Animal Care and Management | I, II, III |
| Asset Maintenance | I, II, III |
| Australian Meat Industry | I, II, III |
| Automotive Industry Manufacturing | II, III |
| Automotive Industry Retail, Service and Repair | I, II, III |
| Beauty | II |
| Caravan Industry | II, III |
| Civil Construction | I |
| Community Recreation Industry | III |
| Entertainment | I, II, III |
| Extractive Industries | II, III |
| Fitness Industry | III |
| Floristry | II |

| Training package | AQF certificate level |
|---|------------------------------|
| Food Processing Industry | I, II |
| Forest and Forest Products Industry | I, II, III |
| Furnishing | I, II, III |
| Gas Industry | I, II |
| Health | II, III |
| Local Government (Operational Works) | I, II |
| Manufactured Mineral Products | I, II |
| Metal and Engineering (Production) | II, III |
| Outdoor Recreation Industry | I, II, III |
| Plastics, Rubber and Cablemaking | II |
| Printing and Graphic Arts | II, III |
| Property Services | I, II, III |
| Public Safety | I, II |
| Pulp and Paper Manufacturing Industries | I, II |
| Retail Services | I, II |
| Screen and Media | I, II, III |
| Sport Industry | II, III |
| Sugar Milling | I, II, III |
| Textiles, Clothing and Footwear | I, II |
| Transport and Logistics | I, II |
| Visual Arts, Craft and Design | I, II, III |
| Water Industry | I, II |

E.7.3 Wage Level C

| Training package | AQF certificate level |
|----------------------------------|------------------------------|
| Agri-Food | I |
| Amenity Horticulture | I, II, III |
| Conservation and Land Management | I, II, III |
| Funeral Services | I, II, III |
| Music | I, II, III |
| Racing Industry | I, II, III |
| Rural Production | I, II, III |
| Seafood Industry | I, II, III |

Schedule F—2016 Part-day public holidays

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

Schedule F amended in accordance with [PR580863](#)

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

- F.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

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Schedule G—Definitions

In this award, unless the contrary intention appears:

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

active on call duty means duty where the associate, who is on on call duty, actually attends cases. Active on call duty is not counted towards ordinary hours of duty or extra hours of duty under this award unless the associate undertakes scheduled work.

animal care industry means community-based charity organisations working to prevent cruelty to animals by actively promoting their care and protection and educating people in the care of animals

associate means a veterinary surgeon who is employed on a full-time, part-time or casual basis

associate's ordinary rate of pay means the actual remuneration for the associate's normal weekly rostered hours of work

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)

intern means a veterinary surgeon who is enrolled in a structured training program where the intern is provided direct supervision and training by at least one registered veterinary surgeon

internship means the structured training program for an intern. An internship will be accomplished in not more than two years.

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 *Fair Work Act 2009* (Cth)

on call duty means duty where the associate is not required to remain at the veterinary practice but is required to be available to attend unscheduled cases and that duty commences outside the associate's ordinary hours of duty and extra hours of duty. On call duty is not counted towards ordinary hours of duty or extra hours of duty under this award.

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

other than veterinary surgeons refers to employees within the classification structures prescribed in clauses A.1 and A.2

resident means a veterinary surgeon who is enrolled in a structured training program and is provided with direct supervision and training by at least one registered veterinary specialist

residency means the structured training program for a resident

standard rate means the minimum weekly rate for a Level 3 in clause 10.2

veterinary surgeon means a qualified veterinary surgeon who satisfies the statutory and professional requirements to practice in the State or Territory in which they practice (e.g. registration with the relevant State or Territory Veterinary Board)

veterinary surgery industry means private veterinary surgery practices

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Schedule H—Agreement to Take Annual Leave in Advance

Schedule H—Agreement to Take Annual Leave in Advance inserted in accordance with [PR582962](#)

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____ / ____ /20__

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____ / ____ /20__

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____ / ____ /20__

Schedule I—Agreement to Cash Out Annual Leave

Schedule I—Agreement to Cash Out Annual Leave inserted in accordance with [PR582962](#)

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule J—Agreement for Time Off Instead of Payment for Overtime

Schedule J— Agreement for time off instead of payment for overtime inserted in accordance with [PR584073](#).

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___