

Medical Practitioners Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 19 December 2019 ([PR715143](#)).

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

Schedule B—Part-day Public Holidays

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/206](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#)

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Part 1—Application and Operation

1. Title

This award is the *Medical Practitioners Award 2010*.

2. Commencement and transitional

[Varied by [PR988399](#), [PR542151](#)]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect.

[2.4 varied by [PR542151](#) ppc 04Dec13]

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542151](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.5 varied by [PR542151](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR994544](#), [PR997772](#), [PR503640](#), [PR545999](#)]

3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994544](#) from 01Jan10]

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

[Definition of **agreement-based transitional instrument** inserted by [PR994544](#) from 01Jan10]

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **award-based transitional instrument** inserted by [PR994544](#) from 01Jan10]

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Commission** deleted by [PR994544](#) from 01Jan10]

daily rate means the employee's minimum annual salary for the class of work performed divided by 260

[Definition of **default fund employee** inserted by [PR545999](#) ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR545999](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503640](#) ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503640](#) ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

doctor in training means an Intern, Resident Medical Practitioner, Registrar or Senior Registrar

[Definition of **employee** substituted by [PR994544](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR994544](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

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[Definition of **enterprise award** deleted by [PR994544](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994544](#) from 01Jan10]

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **exempt public sector superannuation scheme** inserted by [PR545999](#) ppc 01Jan14]

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

[Definition of **enterprise NAPSA** deleted by [PR994544](#) from 01Jan10]

medical practitioner means a person who is employed as a medical practitioner in hospitals, hospices, benevolent homes, day procedure centres, aboriginal health services, community health centres, the Red Cross Blood Service, the South Australian Institute of Medical and Veterinary Science, the Victorian Cytology Service or the Victorian Institute of Forensic Medicine

medical practitioner—non specialist means a Career Medical Practitioner, Senior Career Medical Practitioner or Community Medical Practitioner

[Definition of **MySuper** inserted by [PR545999](#) ppc 01Jan14]

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

[Definition of **NAPSA** deleted by [PR994544](#) from 01Jan10]

[Definition of **NES** substituted by [PR994544](#) from 01Jan10]

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by [PR994544](#) from 01Jan10]

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

senior doctor means a Specialist, Senior Specialist, Principal Specialist, Senior Principal Specialist, Deputy Director of Medical Services or Director of Medical Services

standard rate means the annual minimum salary for a Senior Specialist—Pay point 1 in clause 14.9

[Definition of **transitional minimum wage instrument** inserted by [PR994544](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

weekly rate means the employee's minimum annual salary for the class of work performed divided by 52

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

4. Coverage

[Varied by [PR994544](#)]

[4.1 varied by [PR994544](#) from 01Jan10]

4.1 This occupational award covers employers of medical practitioners throughout Australia in the classifications listed in clause 14—Minimum annual salaries to the exclusion of any other modern award.

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

[4.3 substituted by [PR994544](#) from 01Jan10]

4.3 The award does not cover 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.

[New 4.4 inserted by [PR994544](#) from 01Jan10]

4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[4.5 inserted by [PR994544](#) from 01Jan10]

4.5 This award covers any employer which supplies on-hire employees in classifications set out in clause 14 and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.6 by [PR994544](#) from 01Jan10]

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Individual flexibility arrangements

[Varied by [PR542151](#); 7—Award flexibility renamed and substituted by [PR610192](#) ppc 01Nov18]

- 7.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 7.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 7.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 7.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- 7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 7.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).
- Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).
- 7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13** The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610192](#) ppc 01Nov18]

- 8.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.

- 8.2** For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 8.3** Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 8.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).
- 8.5** In clause 8:
- significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 8.6** Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

[8A inserted by [PR610192](#) ppc 01Nov18]

- 8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 8A.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

8A.4 The employer must consider any views given under clause 8A.3(b).

8A.5 Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

9. Dispute resolution

[Varied by [PR994544](#), [PR542151](#); substituted by [PR610192](#) ppc 01Nov18]

9.1 Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

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

9.3 If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

9.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.

9.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

9.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

9.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.

9.8 While procedures are being followed under clause 9 in relation to a dispute:

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

9.9 Clause 9.8 is subject to any applicable work health and safety legislation.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

[Varied by [PR700586](#), [PR700669](#)]

10.1 Employment categories

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

10.2 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 hours per week.

10.3 Part-time employment

A part-time employee is an employee who is engaged to work less than the full-time hours on a reasonably predictable basis. A part-time employee is entitled, on a pro rata basis, to the equivalent pay and conditions of a full-time employee.

10.4 Casual employment

- (a) A casual employee is an employee who is engaged as such and is paid on an hourly basis.
- (b) A casual employee will be paid per hour worked at the rate of 1/38th of the weekly salary prescribed for the class of work performed. In addition, a loading of 25% of that rate will be paid.

[10.4(c) inserted by [PR700669](#) ppc 01Oct18]

- (c) A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

10.5 Right to request casual conversion

[10.5 inserted by [PR700586](#) ppc 01Oct18]

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

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- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and

- (ii) if it is agreed that the employee will become a part-time employee, the employee's hours of work fixed in accordance with clause 10.3.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

11. Termination of employment

[11 substituted by [PR610192](#) ppc 01Nov18]

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

11.1 Notice of termination by an employee

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

Table 1—Period of notice

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

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

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

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

11.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

- 11.3 The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

[Varied by [PR994544](#), [PR503640](#), [PR561478](#); substituted by [PR706986](#) ppc 03May19]

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

12.1 Transfer to lower paid duties on redundancy

- (a) Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).

- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

12.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

12.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 11.2 and 11.3.

12.5 Transitional provisions – NAPSA employees

[12.5 varied by [PR994544](#); renamed by [PR503640](#); deleted by [PR561478](#) ppc 05Mar15]

12.6 Transitional provisions – Division 2B State employees

[12.6 inserted by [PR503640](#); deleted by [PR561478](#) ppc 05Mar15]

Part 4—Minimum Wages and Related Matters

13. Classification definitions

The classification definitions are contained in Schedule A—Classification Definitions. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

14. Minimum annual salaries

[Varied by [PR994544](#), [PR997961](#), [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#)]

14.1 Intern minimum annual salary

[14.1 substituted by [PR997961](#) from 01Jul10; varied by [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

An Intern will be paid \$51,195 per annum.

14.2 Resident Medical Practitioner

[14.2 substituted by [PR997961](#) from 01Jul10; varied by [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

Pay points	Per annum
	\$
Pay point 1	54,352
Pay point 2	56,541
Pay point 3	57,091

14.3 Registrar

[14.3 substituted by [PR997961](#) from 01Jul10; varied by [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

Pay points	Per annum
	\$
Pay point 1	61,842
Pay point 2	64,377
Pay point 3	67,315
Pay point 4	69,371

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14.4 Senior Registrar

[14.4 substituted by [PR997961](#) from 01Jul10; varied by [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

Pay points	Per annum
	\$
Pay point 1	80,819
Pay point 2	84,007

14.5 Career Medical Practitioner

[14.5 substituted by [PR997961](#) from 01Jul10; varied by [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

Pay points	Per annum
	\$
Pay point 1	81,650
Pay point 2	84,680
Pay point 3	86,360
Pay point 4	89,537

14.6 Senior Career Medical Practitioner

[14.6 substituted by [PR997961](#) from 01Jul10; varied by [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

Pay points	Per annum
	\$
Pay point 1	92,362
Pay point 2	95,300
Pay point 3	98,500
Pay point 4	101,495

14.7 Community Medical Practitioner

[14.7 substituted by [PR997961](#) from 01Jul10; varied by [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

Pay points	Per annum
	\$
Pay point 1	81,633
Pay point 2	84,617
Pay point 3	87,349
Pay point 4	89,535
Pay point 5	92,347

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Pay points	Per annum
	\$
Pay point 6	95,263
Pay point 7	98,450
Pay point 8	101,433

14.8 Specialist annual minimum salary

[14.8 substituted by [PR997961](#) from 01Jul10; varied by [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

A Specialist will be paid \$93,659 per annum.

14.9 Senior Specialist

[14.9 varied by [PR994544](#); substituted by [PR997961](#) from 01Jul10; varied [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

Pay points	Per annum
	\$
Pay point 1	100,146
Pay point 2	103,585
Pay point 3	107,129
Pay point 4	114,723
Pay point 5	116,353

14.10 Principal Specialist annual minimum salary

[14.10 substituted by [PR997961](#) from 01Jul10; varied by [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

A Principal Specialist will be paid \$118,725 per annum.

14.11 Senior Principal Specialist annual minimum salary

[14.11 substituted by [PR997961](#) from 01Jul10; varied by [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

A Senior Principal Specialist will be paid \$122,928 per annum.

14.12 Deputy Director of Medical Services

[14.12 substituted by [PR997961](#) from 01Jul10; varied by [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

Pay points	Per annum
	\$
Pay point 1	82,718
Pay point 2	90,719
Pay point 3	100,146
Pay point 4	110,859

14.13 Director of Medical Services

[14.13 substituted by [PR997961](#) from 01Jul10; varied by [PR509062](#), [PR522893](#), [PR536696](#), [PR551619](#), [PR566701](#), [PR579793](#), [PR592127](#), [PR606355](#), [PR707441](#) ppc 01Jul19]

Pay points	Per annum
	\$
Pay point 1	93,635
Pay point 2	103,537
Pay point 3	118,725
Pay point 4	128,421

15. Progression through pay points

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and use of skills, or in the case of a part-time or casual employee, 1824 hours of similar experience.

16. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994544](#), [PR998165](#), [PR509184](#), [PR523014](#), [PR536817](#), [PR551740](#), [PR566841](#), [PR579536](#), [PR592290](#), [PR606512](#), [PR704171](#), [PR707638](#)]

16.1 Adjustment of expense related allowances

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

[16.1(b) varied by [PR994544](#) from 01Jan10]

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

Allowance	Applicable Consumer Price Index figure
Vehicle allowance	Private motoring sub-group
Board and lodging	Domestic holiday travel and accommodation sub-group
Meal allowance	Take away and fast foods sub-group

16.2 Deduction for board and lodging

[16.2 varied by [PR998165](#), [PR523014](#), [PR536817](#), [PR551740](#), [PR566841](#), [PR606512](#), [PR704171](#), [PR707638](#) ppc 01Jul19]

Where the employer provides board and lodging, the annual minimum salaries prescribed in this award will be reduced by \$63.17 per week.

16.3 Managerial allowance per annum for Senior Doctors only

Levels	% of <u>standard rate</u>
Level 1	5.56
Level 2	13.02
Level 3	20.50

- (a) To be eligible for payment of this allowance, the additional management responsibilities will include direct line responsibility for a unit, department or service and involvement in a number of, but not necessarily all of the following:
- cost centre management including budget preparation and management of allocated budget;
 - participation in planning and policy development;
 - responsibility for the co-ordination of research, training or teaching programs; or
 - membership and participation in senior executive management teams.
- (b) A Level 1 allowance is payable to Senior Doctors who satisfy the criteria in clause 16.3(a) and who are specifically required by the employer to undertake these additional managerial responsibilities. It is expected that a Senior Doctor receiving a Level 1 allowance will as a minimum perform human resource management responsibilities which include the direct supervision of staff, allocation of duties, approval of staff rosters, monitoring of hours worked and other performance management matters. It is also expected that a Senior Doctor receiving a Level 1 allowance will be responsible for ensuring that quality improvement and clinical governance activities are implemented.
- (c) A Level 2 allowance is payable to those Senior Doctors satisfying the criteria in clauses 16.3(a) and (b) who, in the assessment of the employer, have significant additional managerial responsibilities involving multiple units, services or departments.
- (d) A Level 3 allowance is payable to those Senior Doctors who, in addition to satisfying the criteria in clause 16.3(b), have a level of managerial responsibility deemed by the employer to require an allowance at the Level 3 rate. It is recognised that managerial responsibilities at this level may not involve the duties at a department or unit level outlined in clause 16.3(b).

16.4 Meal allowance

[16.4 varied by [PR998165](#), [PR509184](#), [PR523014](#), [PR536817](#), [PR551740](#), [PR566841](#), [PR579536](#), [PR592290](#), [PR606512](#), [PR704171](#), [PR707638](#) ppc 01Jul19]

When an employee is rostered to work in excess of 10 continuous hours, the employee will be supplied with an adequate meal free of charge or will be paid \$13.29 as a meal allowance. Provided that where the continuous period exceeds 15 hours, a further meal free of charge will be supplied or a further \$13.29 as a meal allowance.

16.5 Telephone allowance

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

16.6 Travelling, transport and fares

[16.6(a) varied by [PR523014](#), [PR536817](#), [PR551740](#) ppc 01Jul14]

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 16.6(b), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.

17. District allowances

[Varied by [PR994544](#); deleted by [PR561478](#) ppc 05Mar15]

18. Accident pay

[Varied by [PR994544](#), [PR503640](#); deleted by [PR561478](#) ppc 05Mar15]

18A. Payment of wages

[18A inserted by [PR610059](#) ppc 01Nov18]

18A.1 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

- (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

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

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

19. Superannuation

[Varied by [PR994544](#), [PR545999](#), [PR549544](#)]

19.1 Superannuation legislation

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

19.2 Employer contributions

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

19.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee

into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

19.4 Superannuation fund

[19.4 varied by [PR994544](#) from 01Jan10]

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

[19.4(a) deleted by [PR545999](#) ppc 01Jan14]

[New 19.4(a) inserted by [PR549544](#) ppc 01Jan14]

- (a) Health Super Fund;

[19.4(b) renumbered as 19.4(a) and varied by [PR545999](#) ppc 01Jan14; renumbered as 19.4(b) by [PR549544](#) ppc 01Jan14]

- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[New 19.4(b) inserted by [PR545999](#) ppc 01Jan14; renumbered as 19.4(c) by [PR549544](#) ppc 01Jan14]

- (c) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Hours of Work and Related Matters

20. Ordinary hours of work

20.1 The ordinary hours of work for an employee will be an average of 38 hours per week and may be worked by agreement between the employer and employee in one of the following ways:

- (a) over five days per week or over 19 days per four week period;
- (b) over 40 hours in any period of seven consecutive days or 80 hours in any period of 14 consecutive days; or

- (c) 38 hours per week or 10 sessions per week over five days per week or, as agreed between the employee and the employer, averaged over four days per week or a longer roster period.

20.2 Senior Career Medical Practitioners, Career Medical Practitioners and Doctors in training

The following provisions apply to these classifications:

- (a) These medical practitioners will be free from ordinary hours of duty for not less than two days in each week or where this is not practicable, four days in each fortnight. Where practicable, the days off will be consecutive.
- (b) Additional rostered days off will be granted to the extent of one day per calendar month which may accumulate to a maximum of 12 days and which will be granted for periods ranging from one day to two weeks.
- (c) Upon termination of employment, any untaken rostered leave will be paid at the medical practitioner's ordinary time rate.

21. Span of hours

21.1 The span of hours for full-time day work Medical Practitioners except Senior Doctors is 6.00 am to 6.00 pm Monday to Friday.

21.2 The span of hours for Senior Doctors is between 7.00 am and 6.00 pm Monday to Friday. Where normal duties are averaged over a roster period longer than one week, as provided for in clause 20.1, normal duties may be worked between Monday and Friday inclusive.

22. Rest period between periods of duty—Community Medical Practitioners

Community Medical Practitioners will be allowed eight hours off duty between successive periods of duty.

23. Saturday and Sunday work

Payment for all ordinary work performed between midnight Friday and midnight Sunday will be paid at the rate of time and a half.

24. Overtime penalty rates

[24 varied by [PR994544](#), [PR587176](#)]

24.1 Overtime rates

- (a) For all Medical Practitioners, except Senior Doctors, hours worked in excess of 38 per week will be deemed overtime. Such hours between Monday and Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter.

- (b) Overtime worked on a Sunday will be paid at the rate of double time.
- (c) Overtime worked on a public holiday will be paid at the rate of double time and a half.

[24.1(d) deleted by [PR587176](#) ppc 14Dec16]

24.2 On call

- (a) Medical Practitioners, except for Senior Doctors, required by the employer to be on call will be paid an allowance equal to 10% of their daily rate for each day on call.
- (b) Senior Doctors will be available for reasonable on call and recall duties. Wherever practicable, on call rosters should align with rostered normal duties.
- (c) Senior Doctors will remain on duty when patient needs require, notwithstanding the occurrence of normal meal breaks, conferences or the expiration of their normal hours and will be paid an allowance of 10% of their annual base salary. This allowance will be regarded as part of salary for all purposes, including leave entitlements and superannuation.

24.3 Recall

When a Medical Practitioner is recalled for duty, they will be paid an amount equal to 1/38th of their weekly rate as payment for travelling time. In addition, payment for the time worked will be made at the rate of time and a half on weekdays and double time on weekends and public holidays with a minimum payment of three hours.

24.4 Sleepover arrangement—Doctors in training

Where the employer requires a Doctor in training to sleepover, the following provisions will apply:

[24.4(a) varied by [PR994544](#) from 01Jan10]

- (a) the employees will be entitled to an amount of 0.08% of the [standard rate](#) for each sleepover period. Payment will be deemed to provide compensation for the sleepover and also include compensation for all work necessarily undertaken by an employee up to a total of one hour duration;
- (b) any work performed by the Doctor in training in excess of one hour during their sleepover will attract the appropriate overtime payment as specified in clause 24.1; and
- (c) if, during the course of the sleepover, the Doctor in training is called to active duty more than five times, the entire period of the sleepover will be paid as active duty at the appropriate rate instead of the payment prescribed in clause 24.4(a) above.

24.5 Time off instead of payment for overtime

[24.5 inserted by [PR587176](#) ppc 14Dec16]

- (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.

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- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 24.5.
- (c) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 24.5 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (d) Time off must be taken:
 - (i) within the period of four weeks after the overtime is worked; and
 - (ii) at a time or times within that period of four weeks agreed by the employee and employer.
- (e) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 24.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (f) If time off for overtime that has been worked is not taken within the period of four weeks mentioned in paragraph (d), the employer must pay the employee for the overtime, in the next pay period following those four weeks, at the overtime rate applicable to the overtime when worked.
- (g) The employer must keep a copy of any agreement under clause 24.5 as an employee record.
- (h) 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.
- (i) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 24.5 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).

- (j) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 24.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.5.

25. Shiftwork

25.1 A **shiftworker** is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker as defined in clause 21.1.

25.2 Payment of shift penalties

(a) Doctors in training

- (i) A Doctor in training whose rostered hours of ordinary duty commence or end between the hours of 9.00 pm and 6.00 am will be paid an additional 2.5% of the weekly rate for each such occasion in addition to payment for the hours worked.
- (ii) For the purpose of this clause, the pay for the calculations will be based on the rate for first year of experience of each respective classification.

(b) Career Medical Practitioners and Senior Career Medical Practitioners

For ordinary hours worked between the following times, payment will be made at ordinary time plus the appropriate penalty:

- (i) between 6.00 pm and midnight Monday to Friday—12.5%;
- (ii) between midnight and 8.00 am, midnight Sunday to midnight Friday—25%;
- (iii) between midnight Friday and midnight Saturday—50%; or
- (iv) between midnight Saturday and midnight Sunday—75%.

(c) Senior Doctors

For ordinary hours worked between the following times, payment will be made at ordinary time plus the appropriate penalty:

- (i) between 6.00 pm and midnight Monday to Friday—12.5%;
- (ii) between 7.00 am and midnight Saturday—50%;
- (iii) between 7.00 am and midnight Sunday—75%; or
- (iv) all hours worked on public holidays—150%.

(d) Community Medical Practitioners

For ordinary hours worked between the following times payment will be made at ordinary time plus the appropriate penalty:

- (i) for any shift starting between 5.00 am and before 6.30 am and or finishing between 6.00 pm and before midnight—2.5%;
- (ii) for any shift or part of a shift which is rostered between midnight and 5.00 am—4%; or
- (iii) for shifts permanently worked within the times set out in clause 25.2(d)(ii); **permanently worked** means any period in excess of four consecutive weeks—5%.

- (e) Where duty performed attracts more than one penalty, only the higher penalty will apply. For the purposes of this clause, the term penalty will include overtime.

25.3 Shift length—Doctors in training

- (a) No shift will be less than eight hours in length on a week day or less than four hours in length on Saturday, Sunday or a public holiday.
- (b) No broken or split shifts will be worked.
- (c) All time worked in excess of 10 hours in any one shift will be paid as overtime.

26. Rostering

26.1 Doctors in training

- (a) Doctors in training will be given at least two weeks' notice of rosters to be worked in relation to ordinary hours. Where practicable, this will include additional (overtime) rostered hours, provided that the employer may change the rosters without notice to meet any emergency situation. This clause will not apply to additional roster leave granted by the employer.
- (b) Time worked does not include breaks allowed and actually taken for meals.
- (c) Time worked means the time when the Doctor in training is required by the employer to be in attendance.

26.2 Senior Doctors

(a) Development of rosters

The employer, when developing rosters, will ensure that:

- (i) Senior Doctors will be consulted and regard will be given to any family, carer or other personal and professional concerns and responsibilities identified by the Senior Doctor to ensure, where practicable, that the Senior Doctor is not adversely affected and that alternative arrangements can be made if possible (e.g. change of childcare or outside practice arrangements);
- (ii) Rosters will identify the general nature of the work to be performed on each shift (clinical/direct patient care, administrative, teaching, research or quality improvement) and the facility at which the shift is to be worked; and
- (iii) Wherever practicable, the usual pattern of normal duties will be consistent from one roster period to the next.

(b) Notice of changes

- (i) Wherever possible, the following notice periods will apply to changes to the normal duties roster:
 - three months' notice of an ongoing change; or

- one month's notice of short-term change (e.g. to cover a planned absence or one-off event).
- (ii) These provisions do not prevent the employer from varying the roster of normal duties at short notice in an emergency, in response to an unplanned event or to cover an unplanned absence.
- (iii) Shifts are to be shared equally amongst the Senior Doctors unless otherwise agreed.

27. Higher duties allowance

Where an employee temporarily occupies a position in a higher classification for a period of more than three days, that employee must be paid not less than the difference between the salary of the employee temporarily filling the position and the minimum salary attaching to the position they are temporarily occupying, including any relevant managerial allowance.

27A. Requests for flexible working arrangements

[27A inserted by [PR701429](#) ppc 01Dec18]

27A.1 Employee may request change in working arrangements

Clause 27A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

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

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 27A is an addition to s.65.

27A.2 Responding to the request

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

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

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

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

27A.3 What the written response must include if the employer refuses the request

Clause 27A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 27A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 27A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

27A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 27A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

27A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 27A, can be dealt with under 9—Dispute resolution.

Part 6—Leave and Public Holidays

[Varied by [PR583033](#)]

28. Annual leave

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

28.1 Quantum of leave

A Medical Practitioner required to work shifts including weekends is entitled to an additional week's annual leave.

28.2 Public holidays falling during annual leave

An additional day will be added to a Medical Practitioner's annual leave entitlement for any public holiday which falls during the period of annual leave.

28.3 Annual leave loading

- (a) At the time of taking leave, a Medical Practitioner will be paid a loading of 17.5% of the weekly wage based on a maximum of four weeks' annual leave.

- (b) A shiftworker, in addition to their ordinary pay, will be paid the higher of the annual leave loading or the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

28.4 Annual leave in advance

[28.4 inserted by [PR583033](#) ppc 29Jul16]

- (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 28.4 is set out at Schedule C. There is no requirement to use the form of agreement set out at Schedule C.

- (c) The employer must keep a copy of any agreement under clause 28.4 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 28.4, 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.

28.5 Cashing out of annual leave

[28.5 inserted by [PR583033](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.5.
- (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 28.5 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 28.5 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 28.5 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 28.5.

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 28.5.

Note 3: An example of the type of agreement required by clause 28.5 is set out at 0. There is no requirement to use the form of agreement set out at 0.

28.6 Excessive leave accruals: general provision

[28.6 inserted by [PR583033](#) ppc 29Jul16]

Note: Clauses 28.6 to 28.8 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 25.1).
- (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 28.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 28.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[28.7 inserted by [PR583033](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 28.6(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. Any discussions should take into account the employee's workload, the availability of suitable relief staff, and in the case of a doctor in training, the doctor's training requirements.

- (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 28.6, 28.7 or 28.8 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 28.7(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.

28.8 Excessive leave accruals: request by employee for leave

[28.8 inserted by [PR583033](#); substituted by [PR583033](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 28.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) 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 28.7(a) that, when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) 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 28.6, 28.7 or 28.8

or otherwise agreed by the employer and employee) are taken into account; or

- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 25.1) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

29. Public holidays

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

29.1 Payment for working on a public holiday

- (a) A Medical Practitioner who is required to work on a public holiday will receive one of the following:
- (i) payment at the rate of double time and a half;
 - (ii) payment at the rate of time and a half, and one day will be added to their annual leave entitlement; or
 - (iii) payment at the rate of ordinary time, and one and a half days will be added to their annual leave entitlement or taken at another time, by agreement between the employer and employee.

30. Personal/carer's leave and compassionate leave

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

31. Community service leave

Community service leave is provided for in the NES.

32. Leave to deal with Family and Domestic Violence

[32 inserted by [PR609348](#) ppc 01Aug18]

32.1 This clause applies to all employees, including casuals.

32.2 Definitions

- (a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 32.2(a) includes a former spouse or de facto partner.

32.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

32.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

32.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

32.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 32. The notice:

- (i)** must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii)** must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 32 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 32.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

32.7 Confidentiality

- (a)** Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 32.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b)** Nothing in clause 32 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

32.8 Compliance

An employee is not entitled to take leave under clause 32 unless the employee complies with clause 32.

Schedule A—Classification Definitions

- A.1 Intern** is a medical practitioner in the first postgraduate year of clinical experience.
- A.2 Resident Medical Practitioner** is a medical practitioner in the second or any subsequent post-graduate year of clinical experience. An RMP must complete 12 months of clinical experience to advance to the next pay point.
- A.3 Registrar** is a medical practitioner admitted to an Australian Medical Council accredited vocational training program leading to a fellowship of a Medical College including those of General Practice and Rural and Remote Medicine.
- A.4 Senior Registrar** is a medical practitioner who has successfully completed examinational requirements for appointment as a Fellow of an Australian or Australasian Specialists College and is awaiting granting of the fellowship.
- A.5 Career Medical Practitioner** is a medical practitioner with not less than four completed years of post-graduate clinical experience who is appointed as such.
- A.6 Senior Career Medical Practitioner** is a medical practitioner not enrolled in a vocational training program, who has 10 or more years of clinical experience or who has sufficient experience to satisfy the employer.
- A.7 Community Medical Practitioner** is a medical practitioner who has completed not less than four years of post-graduate experience who is employed to practise in community health centres or in general medical practice.
- A.8 Specialist** is a medical practitioner who has successfully completed a recognised specialist training program, and has been admitted as a fellow of the relevant college, provided that a practitioner may be appointed a Specialist if the practitioner has had sufficient experience in the specialty to satisfy the employer.
- A.9 Senior Specialist** means a medical practitioner who possesses a higher qualification appropriate to the specialty in which they are employed and has had not less than three years practical experience in the relevant specialty.
- A.10 Principal Specialist** means a medical practitioner who possesses a higher qualification appropriate to the specialty in which they are employed and has had not less than eight years practical experience in that specialty after obtaining the highest qualification. Notwithstanding an officer not having such years of experience, an officer may be appointed as a Principal Specialist if they have had sufficient experience in their specialty to satisfy the employer.
- A.11 Senior Principal Specialist** means a medical practitioner appointed as a head of a department or section in a Teaching Hospital who meets all requirements specified for employment as a Principal Specialist.
- A.12 Deputy Director of Medical Services** means a medical practitioner appointed as deputy to a Director of Medical Services.
- A.13 Director of Medical Services** means a medical practitioner appointed as the Director of Medical Services (however styled) of a hospital or other organisation, provided that a Director of Medical Services will require a higher qualification appropriate to the specialty of medical administration, or will be able to satisfy the employer that the medical practitioner has sufficient experience in the specialty.

Schedule B—Part-day Public Holidays

[Sched B inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18; varied by [PR715143](#)]

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

[B.1 varied by [PR715143](#) ppc 18Nov19]

B.1 Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

[B.1(b) varied by [PR715143](#) ppc 18Nov19]

- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

[B.1(c) substituted by [PR715143](#) ppc 18Nov19]

- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

[B.1(d) varied by [PR715143](#) ppc 18Nov19]

- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

[B.1(e) varied by [PR715143](#) ppc 18Nov19]

- (e) Excluding annualised salaried employees to whom clause B.1(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

[B.1(f) varied by [PR715143](#) ppc 18Nov19]

- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.

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[B.1(g) varied by [PR715143](#) ppc 18Nov19]

- (g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause B.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.

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

Schedule C— Agreement to Take Annual Leave in Advance

[Sched C inserted by [PR583033](#) ppc 29Jul16]

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer
representative: _____

Signature of employer
representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule D—Agreement to Cash Out Annual Leave

[Sched D inserted by [PR583033](#) ppc 29Jul16]

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___