**Animal Care and Veterinary Services Award 2010**

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 19 December 2019 ([PR715099](https://www.fwc.gov.au/documents/awardsandorders/html/pr715099.htm)).

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

Schedule E—2017 Part-day Public Holidays

Current review matter(s): [AM2014/47](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201447-annual-leave); [AM2014/190](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014190-transitional); [AM2014/196](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014196-part-time); [AM2014/197](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014197-casual); [AM2014/199](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/award-stage/award-review-documents/MA000118?m=AM2014/199); [AM2014/300](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014300-award); [AM2014/301](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014301-public); [AM2015/1](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20151-family-and); [AM2015/2](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/am20152-family-friendly-work-arrangemen-0); [AM2016/15](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201615-plain-language); [AM2016/17](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201617-national); [AM2016/8](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20168-payment-wages)

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1. Application and Operation
2. Title

This award is the *Animal Care and Veterinary Services Award 2010*.

1. Commencement and transitional

[Varied by [PR542238](http://www.fwc.gov.au/awardsandorders/html/PR542238.htm)]

* 1. This award commences on 1 January 2010.
  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.
  3. This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:
* minimum wages and piecework rates
* casual or part-time loadings
* Saturday, Sunday, public holiday, evening or other penalties
* shift allowances/penalties.

[2.4 varied by [PR542238](http://www.fwc.gov.au/awardsandorders/html/PR542238.htm) ppc 04Dec13]

* 1. 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 [PR542238](http://www.fwc.gov.au/awardsandorders/html/PR542238.htm) ppc 04Dec13]

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

[2.6 varied by [PR542238](http://www.fwc.gov.au/awardsandorders/html/PR542238.htm) ppc 04Dec13]

* 1. The Fair Work Commission may review the transitional arrangements:
     1. on its own initiative; or
     2. on application by an employer, employee, organisation or outworker entity covered by the modern award; or
     3. 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
     4. 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.

1. Definitions and interpretation

[Varied by [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm), [PR503648](http://www.fwc.gov.au/awardsandorders/html/PR503648.htm), [PR546123](http://www.fwc.gov.au/awardsandorders/html/PR546123.htm)]

* 1. 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.

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

**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

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

[Definition of **default** **fund employee** inserted by [PR546123](http://www.fwc.gov.au/awardsandorders/html/PR546123.htm) 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 [PR546123](http://www.fwc.gov.au/awardsandorders/html/PR546123.htm) 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 [[PR503648](http://www.fwa.gov.au/awardsandorders/html/PR503648.htm)](http://www.fwc.gov.au/awardsandorders/html/PR503625.htm) 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 [[PR503648](http://www.fwa.gov.au/awardsandorders/html/PR503648.htm)](http://www.fwc.gov.au/awardsandorders/html/PR503625.htm) 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)

[Definition of **employee** substituted by [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm) from 01Jan10]

**employee** means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm) from 01Jan10]

**employer** means national system employer within the meaning of the Act

**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 [PR546123](http://www.fwc.gov.au/awardsandorders/html/PR546123.htm) ppc 01Jan14]

**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.

[Definition of **MySuper product** inserted by [PR546123](http://www.fwc.gov.au/awardsandorders/html/PR546123.htm) ppc 01Jan14]

**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](http://www.fwc.gov.au/awardmod/download/nes.pdf) 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 such 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 such 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 B.2 and B.3

**permanent associate** means an associate other than a casual associate

**resident** means a veterinary surgeon who is enrolled in a structured training program where the resident 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 14.2

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

**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

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

1. Coverage
   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 B—Classifications to the exclusion of any other modern award. The award does not cover employers in the following industries:
      1. *Amusement, Events and Recreation Award 2010;*
      2. *Food, Beverage and Tobacco Manufacturing Award 2010;*
      3. *Horse and Greyhound Training Award 2010*; and
      4. *Pastoral Award 2010*.
   2. The award does not cover an employee excluded from award coverage by the Act.
   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.
   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*)), or employers in relation to those employees.
   5. This award covers any employer which supplies labour on an on-hire basis in the industries set out in clause 4.1 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.
   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 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
   7. Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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.

1. 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.

1. The National Employment Standards and this award

The [NES](http://www.fwc.gov.au/awardmod/download/nes.pdf) and this award contain the minimum conditions of employment for employees covered by this award.

1. Individual flexibility arrangements

[Varied by [PR542238](http://www.fwc.gov.au/awardsandorders/html/PR542238.htm);7—Award flexibility renamed and substituted by [PR711488](https://www.fwc.gov.au/documents/awardsandorders/html/pr711488.htm) ppc 30Aug19]

* 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:
     1. arrangements for when work is performed; or
     2. overtime rates; or
     3. penalty rates; or
     4. allowances; or
     5. annual leave loading.
  2. An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
  3. An agreement may only be made after the individual employee has commenced employment with the employer.
  4. An employer who wishes to initiate the making of an agreement must:
     1. give the employee a written proposal; and
     2. if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
  5. 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.
  6. An agreement must do all of the following:
     1. state the names of the employer and the employee; and
     2. identify the award term, or award terms, the application of which is to be varied; and
     3. set out how the application of the award term, or each award term, is varied; and
     4. 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
     5. state the date the agreement is to start.
  7. An agreement must be:
     1. in writing; and
     2. signed by the employer and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
  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.
  9. The employer must keep the agreement as a time and wages record and give a copy to the employee.
  10. The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
  11. An agreement may be terminated:
      1. at any time, by written agreement between the employer and the employee; or
      2. by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](http://www.legislation.gov.au/Series/C2009A00028)).

* 1. 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.
  2. 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.

1. Consultation and Dispute Resolution
2. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](http://www.fwc.gov.au/awardsandorders/html/pr546288.htm), 8—Consultation renamed and substituted by [PR711488](https://www.fwc.gov.au/documents/awardsandorders/html/pr711488.htm) ppc 30Aug19]

* 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:
     1. give notice of the changes to all employees who may be affected by them and their representatives (if any); and
     2. discuss with affected employees and their representatives (if any):
        1. the introduction of the changes; and
        2. their likely effect on employees; and
        3. measures to avoid or reduce the adverse effects of the changes on employees; and
     3. commence discussions as soon as practicable after a definite decision has been made.
  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:
     1. their nature; and
     2. their expected effect on employees; and
     3. any other matters likely to affect employees.
  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.
  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).
  5. In clause 8:

**significant effects**, on employees, includes any of the following:

* + 1. termination of employment; or
    2. major changes in the composition, operation or size of the employer’s workforce or in the skills required; or
    3. loss of, or reduction in, job or promotion opportunities; or
    4. loss of, or reduction in, job tenure; or
    5. alteration of hours of work; or
    6. the need for employees to be retrained or transferred to other work or locations; or
    7. job restructuring.
  1. 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 [PR711488](https://www.fwc.gov.au/documents/awardsandorders/html/pr711488.htm) ppc 30Aug19]

**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:

* + 1. 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
    2. 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.

1. Dispute resolution

[Varied by [PR542238](http://www.fwc.gov.au/awardsandorders/html/PR542238.htm); substituted by [PR711488](https://www.fwc.gov.au/documents/awardsandorders/html/pr711488.htm) ppc 30Aug19]

* 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](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).
  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.
  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.
  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.
  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.
  6. If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](http://www.legislation.gov.au/Series/C2009A00028) to use and that it considers appropriate for resolving the dispute.
  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.
  8. While procedures are being followed under clause 9 in relation to a dispute:
     1. work must continue in accordance with this award and the [Act](http://www.legislation.gov.au/Series/C2009A00028); and
     2. 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. Clause 9.8 is subject to any applicable work health and safety legislation.

1. Types of Employment and Termination of Employment
2. Types of employment

[Varied by [PR514716](http://www.fwc.gov.au/awardsandorders/html/PR514716.htm), [PR700542](https://www.fwc.gov.au/documents/awardsandorders/html/pr700542.htm)]

* 1. Employees under this award will be employed in one of the following categories:
     1. full-time;
     2. part-time; and
     3. casual.
  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.

Full-time employment

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

Part-time employment

* + 1. A part-time employee is an employee who is engaged to perform less than 38 hours on a regular basis.
    2. Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees.

Casual employment

* + 1. A casual employee is an employee engaged and paid as such.
    2. A casual employee must be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus 25%. 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.

[10.5(c) varied by [PR514716](http://www.fwc.gov.au/awardsandorders/html/PR514716.htm) ppc 19Sep11]

* + 1. Casual employees are entitled to a minimum payment of three hours’ work at the appropriate rate, provided that the minimum engagement period for an employee will be 2.5 hours if all of the following circumstances apply:
       1. the employee is a full-time secondary school student; and
       2. 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
       3. 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
       4. 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.

Right to request casual conversion

[10.6 inserted by [PR700542](https://www.fwc.gov.au/documents/awardsandorders/html/pr700542.htm) ppc 01Oct18]

* + 1. 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.
    2. 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.
    3. 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.
    4. 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.
    5. Any request under this subclause must be in writing and provided to the employer.
    6. 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.
    7. Reasonable grounds for refusal include that:
       1. 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);
       2. it is known or reasonably foreseeable that the regular casual employee’s position will cease to exist within the next 12 months;
       3. 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
       4. 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.
    8. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
    9. 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.
    10. 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:
        1. the form of employment to which the employee will convert – that is, full-time or part-time employment; and
        2. if it is agreed that the employee will become a part-time employee, the employee’s hours of work fixed in accordance with clause 10.4.
    11. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
    12. 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.
    13. 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.
    14. 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.
    15. 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.
    16. 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.
    17. 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).

1. Termination of employment

[Substituted by [PR711488](https://www.fwc.gov.au/documents/awardsandorders/html/pr711488.htm) ppc 30Aug19]

NOTE: Sections 117 and 123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) set out requirements for notice of termination by an employer under the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf). Clause 11.1 requires an employer to give a greater minimum period of notice than that generally required under the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).

Notice of termination or payment instead of notice by the employer

* + 1. Clause 11.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
    2. The employer must give an employee notice of termination of employment or payment instead of notice as required under sections 117(1) and 117(2) of the [Act](http://www.legislation.gov.au/Series/C2009A00028), except that the **minimum period of notice** is:
       1. one month; or
       2. 5 weeks, if the employee is over 45 years old and has completed more than 5 years of continuous service with the employer at the end of the day the notice is given.

Notice of termination by an employee

* + 1. Clause 11.2 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
    2. An employee must give the employer at least one month’s notice of termination of employment.
    3. 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.
    4. 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 (c).
    5. Any deduction made under paragraph (c) must not be unreasonable in the circumstances.

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.

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

1. Redundancy

[Varied by [PR503648](http://www.fwc.gov.au/awardsandorders/html/PR503648.htm), [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm); substituted by [PR706900](https://www.fwc.gov.au/documents/awardsandorders/html/pr706900.htm) ppc 03May19; varied by [PR711488](https://www.fwc.gov.au/documents/awardsandorders/html/pr711488.htm)]

NOTE: Redundancy pay is provided for in the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf). See sections 119–123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Transfer to lower paid duties on redundancy

* + 1. Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
    2. The employer may:
       1. 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](http://www.legislation.gov.au/Series/C2009A00028) as if it were a notice of termination given by the employer; or
       2. 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).
    3. 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.

Employee leaving during redundancy notice period

* + 1. 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](http://www.legislation.gov.au/Series/C2009A00028).
    2. 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](http://www.legislation.gov.au/Series/C2009A00028) had they remained in employment until the expiry of the notice.
    3. 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.

Job search entitlement

* + 1. 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](http://www.legislation.gov.au/Series/C2009A00028) for the purpose of seeking other employment.
    2. 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.
    3. A statutory declaration is sufficient for the purpose of paragraph (b).
    4. An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.

[12.3(e) varied by [PR711488](https://www.fwc.gov.au/documents/awardsandorders/html/pr711488.htm) ppc 30Aug19]

* + 1. This entitlement applies instead of clauses 11.3 and 11.4.

1. Minimum Wages and Related Matters
2. Classifications
   1. All employees covered by this award must be classified according to the structure set out in Schedule B—Classifications, and paid the minimum wage in clause 14—Minimum wages and clause 15—Juniors.
   2. Employers must advise their employees in writing of their classification and of any changes to their classification.
   3. The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.
3. Minimum wages

[Varied by [PR998018](http://www.fwc.gov.au/awardsandorders/html/PR998018.htm), [PR509149](http://www.fwc.gov.au/awardsandorders/html/PR509149.htm), [PR522980](http://www.fwc.gov.au/awardsandorders/html/PR522980.htm), [PR536783](http://www.fwc.gov.au/awardsandorders/html/PR536783.htm), [PR551706](http://www.fwc.gov.au/awardsandorders/html/PR551706.htm), [PR566798](https://www.fwc.gov.au/awardsandorders/html/PR566798.htm), [PR579910](http://www.fwc.gov.au/awardsandorders/html/PR579910.htm), [PR592221](http://www.fwc.gov.au/awardsandorders/html/pr592221.htm), [PR606444](https://www.fwc.gov.au/documents/awardsandorders/html/pr606444.htm) , [PR707537](https://www.fwc.gov.au/documents/awardsandorders/html/pr707537.htm)]

Veterinary surgeons

[14.1 varied by [PR998018](http://www.fwc.gov.au/awardsandorders/html/PR998018.htm), [PR509149](http://www.fwc.gov.au/awardsandorders/html/PR509149.htm), [PR522980](http://www.fwc.gov.au/awardsandorders/html/PR522980.htm), [PR536783](http://www.fwc.gov.au/awardsandorders/html/PR536783.htm), [PR551706](http://www.fwc.gov.au/awardsandorders/html/PR551706.htm), [PR566798](https://www.fwc.gov.au/awardsandorders/html/PR566798.htm), [PR579910](http://www.fwc.gov.au/awardsandorders/html/PR579910.htm), [PR592221](http://www.fwc.gov.au/awardsandorders/html/pr592221.htm), [PR606444](https://www.fwc.gov.au/documents/awardsandorders/html/pr606444.htm), [PR707537](https://www.fwc.gov.au/documents/awardsandorders/html/pr707537.htm) ppc 01Jul19]

| **Classification** | **Minimum annual salary $** | **Minimum hourly rate $** |
| --- | --- | --- |
| Level 1A | 52,080 | 26.36 |
| Level 1B | 54,945 | 27.81 |
| Level 2 | 59,363 | 30.04 |
| Level 3 | 65,217 | 33.01 |
| Level 4 | 73,667 | 37.28 |

NOTE: For the purposes of ascertaining hourly rates for veterinary surgeons, the per annum rates must be divided by 52, then rounded to the nearest $0.10 and divided by 38.

* 1. Practice managers, Veterinary nurses, Receptionists, Animal attendants and Assistants

[14.2 varied by [PR998018](http://www.fwc.gov.au/awardsandorders/html/PR998018.htm), [PR509149](http://www.fwc.gov.au/awardsandorders/html/PR509149.htm), [PR522980](http://www.fwc.gov.au/awardsandorders/html/PR522980.htm), [PR536783](http://www.fwc.gov.au/awardsandorders/html/PR536783.htm), [PR551706](http://www.fwc.gov.au/awardsandorders/html/PR551706.htm), [PR566798](https://www.fwc.gov.au/awardsandorders/html/PR566798.htm), [PR579910](http://www.fwc.gov.au/awardsandorders/html/PR579910.htm), [PR592221](http://www.fwc.gov.au/awardsandorders/html/pr592221.htm), [PR606444](https://www.fwc.gov.au/documents/awardsandorders/html/pr606444.htm), [PR707537](https://www.fwc.gov.au/documents/awardsandorders/html/pr707537.htm) ppc 01Jul19]

| **Classification** | **Minimum weekly rate $** | **Minimum hourly rate $** |
| --- | --- | --- |
| Introductory level | 740.80 | 19.49 |
| Level 1 | 762.10 | 20.06 |
| Level 2 | 826.60 | 21.75 |
| Level 3 | 862.50 | 22.70 |
| Level 4 | 941.10 | 24.77 |
| Level 5—Practice manager | 988.80 | 26.02 |

Animal care industry inspectors

[14.3 varied by [PR998018](http://www.fwc.gov.au/awardsandorders/html/PR998018.htm), [PR509149](http://www.fwc.gov.au/awardsandorders/html/PR509149.htm), [PR522980](http://www.fwc.gov.au/awardsandorders/html/PR522980.htm), [PR536783](http://www.fwc.gov.au/awardsandorders/html/PR536783.htm), [PR551706](http://www.fwc.gov.au/awardsandorders/html/PR551706.htm), [PR566798](https://www.fwc.gov.au/awardsandorders/html/PR566798.htm), [PR579910](http://www.fwc.gov.au/awardsandorders/html/PR579910.htm), [PR592221](http://www.fwc.gov.au/awardsandorders/html/pr592221.htm), [PR606444](https://www.fwc.gov.au/documents/awardsandorders/html/pr606444.htm), [PR707537](https://www.fwc.gov.au/documents/awardsandorders/html/pr707537.htm) ppc 01Jul19]

|  |  |  |
| --- | --- | --- |
| **Classification** | **Minimum annual salary $** | **Minimum hourly rate $** |
| Inspector Level 1 | 52,080 | 26.36 |
| Inspector Level 2 | 54,945 | 27.81 |
| Senior Inspector Level 3 | 59,363 | 30.04 |

1. Juniors

[Varied by [PR593884](http://www.fwc.gov.au/awardsandorders/html/PR593884.htm), [PR606444](https://www.fwc.gov.au/documents/awardsandorders/html/pr606444.htm), [PR707537](https://www.fwc.gov.au/documents/awardsandorders/html/pr707537.htm)]

* 1. Junior employees must be paid the following percentage of the appropriate wage rate in clause 14—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 |

Supported wage system

See Schedule C

National training wage

[15.3 substituted by [PR593884](http://www.fwc.gov.au/awardsandorders/html/PR593884.htm) ppc 01Jul17]

* + 1. Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[15.3(b) varied by [PR606444](https://www.fwc.gov.au/documents/awardsandorders/html/pr606444.htm), [PR707537](https://www.fwc.gov.au/documents/awardsandorders/html/pr707537.htm) ppc 01Jul19]

* + 1. This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Animal Care and Veterinary Services Award 2010* and not the *Miscellaneous Award 2010.*

1. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](http://www.fwc.gov.au/documents/documents/modern_awards/allowances/MA000118-all.pdf).

[Varied by [PR998156](http://www.fwc.gov.au/awardsandorders/html/PR998156.htm), [PR509270](http://www.fwc.gov.au/awardsandorders/html/PR509270.htm), [PR523100](http://www.fwc.gov.au/awardsandorders/html/PR523100.htm), [PR536903](http://www.fwc.gov.au/awardsandorders/html/PR536903.htm), [PR539252](http://www.fwc.gov.au/awardsandorders/html/pr539252.htm), [[PR551826](http://www.fwc.gov.au/awardsandorders/html/PR551826.htm)](http://www.fwc.gov.au/awardsandorders/html/PR000000.htm), [PR566927](http://www.fwc.gov.au/awardsandorders/html/PR566927.htm), [PR579624](http://www.fwc.gov.au/awardsandorders/html/PR579624.htm), [PR592371](http://www.fwc.gov.au/awardsandorders/html/pr592371.htm), [PR606594](https://www.fwc.gov.au/documents/awardsandorders/html/pr606594.htm), [PR704105](https://www.fwc.gov.au/documents/awardsandorders/html/pr704105.htm), [PR707763](https://www.fwc.gov.au/documents/awardsandorders/html/pr707763.htm)]

Veterinary surgeons

The following provisions apply only to veterinary surgeons:

Communication systems

* + - 1. Where an employer requires an associate to use a communication system, the employer must reimburse the associate for the cost of purchasing such equipment, unless the employer elects to provide the system. The employer must meet the system’s running costs for practice usage or provide an allowance to cover such costs.
      2. Where an associate is required to perform on call duty, a communication system will be provided in accordance with clause 16.1(a)(i) so that the associate is able to remain available without being restricted to one location, provided such location is:
* within effective communication zones at all times; and
* within reasonable access to the practice location.

On call duty

Where an associate is required to be on call, a minimum amount of 5.06% of the [standard rate](#standard_rate) will be paid for each period of such duty. If continuous on call duty is required, a new period of such duty will be deemed to commence each 24 hours.

* + - 1. Should an associate perform active on call duty, the associate will be paid at no less than the relevant hourly rate for such duty.
      2. 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 16.1(b).
  + - 1. Agreements under this clause must be recorded in writing and kept as part of the time and wages records kept by the employer.

Higher duties allowance

When an employee is required to perform duties at a higher classification level for a temporary period of more than two weeks, the associate must receive an allowance at the level necessary to increase the salary received to the minimum rate for the higher classification of duties for the period for which those duties are performed.

Other than veterinary surgeons

The following clauses apply to employees other than veterinary surgeons:

Meal allowance

An employee who is:

* + - 1. required to work overtime for more than one and a half hours; and

[16.2(a)(ii) varied by [PR998156](http://www.fwc.gov.au/awardsandorders/html/PR998156.htm), [PR509270](http://www.fwc.gov.au/awardsandorders/html/PR509270.htm), [PR523100](http://www.fwc.gov.au/awardsandorders/html/PR523100.htm), [PR536903](http://www.fwc.gov.au/awardsandorders/html/PR536903.htm), [[PR551826](http://www.fwc.gov.au/awardsandorders/html/PR551826.htm)](http://www.fwc.gov.au/awardsandorders/html/PR000000.htm), [PR566927](http://www.fwc.gov.au/awardsandorders/html/PR566927.htm), [PR579624](http://www.fwc.gov.au/awardsandorders/html/PR579624.htm), [PR592371](http://www.fwc.gov.au/awardsandorders/html/pr592371.htm), [PR606594](https://www.fwc.gov.au/documents/awardsandorders/html/pr606594.htm), [PR704105](https://www.fwc.gov.au/documents/awardsandorders/html/pr704105.htm), [PR707763](https://www.fwc.gov.au/documents/awardsandorders/html/pr707763.htm) ppc 01Jul19]

* + - 1. is not notified prior to the completion of work on the previous day that they will be required to work such overtime, must be paid $11.99 for the first meal, and $10.30 for the second meal and each subsequent meal for each period of four hours overtime worked.
      2. The provisions of clause 16.2(a) do not apply:
* 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.
  + - 1. If an employee 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 16.2(a)(ii) for surplus meals which they have provided.

Broken shift allowance

[16.2(b) substituted by [PR539252](http://www.fwc.gov.au/awardsandorders/html/pr539252.htm) ppc 22Jul13]

Where an employee is required to carry out their ordinary hours of duty in more than one shift, the employee will be paid 1.60% of the [standard rate](#standard_rate), per shift so worked. This is to be paid only once per 24 hour period.

Higher duties allowance

* + - 1. An employee engaged for a day or shift on duties carrying a higher rate than the ordinary classification must be paid the higher rate for such day or shift.
      2. Any employee who is required to perform work temporarily for which a lower rate is paid must not suffer any reduction in wages whilst so employed; provided that any work of less than one week’s duration will be deemed to be temporary.

First aid

Where an employee is a qualified first aid attendant and is appointed by the employer to carry out the duties of such, the employee must be paid an additional amount of 1.96% of the [standard rate](#standard_rate), per week.

On call

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

* + - 1. 2.07% of the [standard rate](#standard_rate) for each 24 hour period or part thereof when the on call period is between rostered shifts of ordinary hours Monday to Friday inclusive.
      2. 3.11% of the [standard rate](#standard_rate) for each 24 hour period or part thereof when the on call period is on a Saturday.
      3. 3.62% of the [standard rate](#standard_rate) 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.

All employees

Clothing and laundry allowance

Where the employer requires a uniform to be worn, the employer must provide an allowance equivalent to the cost thereof and a laundry allowance of at least $6.51 per week unless the employer reaches agreement with the employee that the employer will provide and launder such clothing. In these circumstances the allowances provided herein will not be payable and the clothing remains the property of the employer.

Vehicle/travel allowance

* + - 1. Where travel is required in the performance of duties, the employer must meet all reasonable expenses.

[16.3(b)(ii) varied by [PR523100](http://www.fwc.gov.au/awardsandorders/html/PR523100.htm), [PR536903](http://www.fwc.gov.au/awardsandorders/html/PR536903.htm), [PR551826](https://www.fwc.gov.au/awardsandorders/html/PR551826.htm) ppc 01Jul14]

* + - 1. 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.
  + - 1. The employer must pay all expenses including registration, running and maintenance where an employer provides a motor vehicle which is used by an employee in the performance of the employee’s duties.

Adjustment of expense related allowances

* + 1. At the time of any adjustment to the [standard rate](#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.
    2. 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 |

1. District allowances

[17 deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm) ppc 05Mar15]

1. Accident pay

[Varied by [PR503648](http://www.fwc.gov.au/awardsandorders/html/PR503648.htm); deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm) ppc 05Mar15]

1. Professional development and indemnity (veterinary surgeons only)
   1. This clause applies only to veterinary surgeons.

Residency/internship

* + 1. A veterinary surgeon undertaking a program of residency or internship must receive payment in accordance with the award for required practice duties.
    2. At the commencement of the residency/internship an agreement will be entered into which includes clarification of the following matters:
       1. the goals of the program and the expectations of both parties;
       2. the time devoted to required practice duties and a mechanism to respond to additional requirements;
       3. the provision and type of structured training and supervision and whether this includes formal teaching time (such as lectures and tutorials); and
       4. the access that the resident/intern will have to the practice for observation and study.
    3. 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.
    4. Agreements under this clause must be recorded in writing and kept as a part of the time and wages records kept by the employer.
  1. 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.
  2. 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.
  3. 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.).
  4. 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.
  5. 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.

1. Payment of wages

[Varied by [PR610155](https://www.fwc.gov.au/documents/awardsandorders/html/pr610155.htm)]

Frequency of payment

Frequency of payment of wages options are as follows:

* + 1. Associates must be paid at least monthly. This payment must include all earnings verified to the employer at that date. 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.
    2. All other employees must be paid weekly, or if the employer and employee agree fortnightly or monthly.

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.

Day off coinciding with payday

Where an employee is paid wages by cash or cheque and the employee is, by virtue of the arrangement of their ordinary hours, to take a day off on a day which coincides with payday, such employee must be paid no later than the working day immediately following payday. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding the payday.

Payment on termination of employment

[20.4 inserted by [PR610155](https://www.fwc.gov.au/documents/awardsandorders/html/pr610155.htm) ppc 01Nov18]

* + 1. The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
       1. the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
       2. all other amounts that are due to the employee under this award and the [NES](http://www.fwc.gov.au/awardmod/download/nes.pdf).
    2. 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](http://www.legislation.gov.au/Series/C2009A00028).

Note 1: Section 117(2) of the [Act](http://www.legislation.gov.au/Series/C2009A00028) 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](http://www.legislation.gov.au/Series/C2009A00028) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](http://www.fwc.gov.au/awardmod/download/nes.pdf).

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the [Act](http://www.legislation.gov.au/Series/C2009A00028), 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.

1. Superannuation

[Varied by [PR530214](http://www.fwc.gov.au/awardsandorders/html/PR530214.htm), [PR546123](http://www.fwc.gov.au/awardsandorders/html/PR546123.htm)]

Superannuation legislation

* + 1. 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.
    2. The rights and obligations in these clauses supplement those in superannuation legislation.

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.

Voluntary employee contributions

* + 1. 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 21.2.
    2. 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.
    3. The employer must pay the amount authorised under clauses 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b) to one of the following superannuation funds or its successor:

* + 1. AustralianSuper;
    2. Statewide Superannuation Trust;
    3. Tasplan;

[21.4(d) substituted by [PR530214](http://www.fwc.gov.au/awardsandorders/html/PR530214.htm) ppc 26Oct12]

* + 1. CareSuper;
    2. Sunsuper;
    3. AustSafe Super;
    4. GuildSuper;

[21.4(h) deleted by [PR546123](http://www.fwc.gov.au/awardsandorders/html/PR546123.htm) ppc 01Jan14]

[21.4(i) renumbered as 21.4(h) and varied by [PR546123](http://www.fwc.gov.au/awardsandorders/html/PR546123.htm) ppc 01Jan14]

* + 1. 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 scheme; or

[New 21.4(i) inserted by [PR546123](http://www.fwc.gov.au/awardsandorders/html/PR546123.htm) ppc 01Jan14]

* + 1. a superannuation fund or scheme which the employee is a defined benefit member of.

1. Hours of Work and Related Matters
2. Ordinary hours of work and rostering

Weekly hours of work

* + 1. The ordinary hours of work are an average of 38 per week but not exceeding 152 hours in 28 days, or an average of 38 over the period of an agreed roster cycle.
    2. The maximum length of the ordinary hours for any one shift must not exceed 10 hours plus meal breaks.

Span of hours—day work

* + 1. The ordinary hours of work will be between 6.00 am and 9.00 pm Monday to Sunday.
    2. The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer. The spread of hours may be altered by agreement between the employer and the individual employee.

Veterinary surgeons

The following provisions apply to veterinary surgeons:

* + 1. 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.
    2. Daily work rosters should be published at least one month in advance. All annual holiday and public holiday rosters should be published at least two months in advance.
    3. 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.

1. Breaks

Meal break

Subject to the provisions of clause 25—Shiftwork (other than veterinary surgeons), an unpaid meal break of not less than 30 minutes must be allowed to each employee between the fourth and fifth hour of work unless otherwise agreed by the employer and the employee in times of emergency or staff accident or illness.

Rest break

* + 1. All employees (other than associates) must receive, where practicable, a rest pause of 10 minutes duration after four hours work. Where the employee has performed 7.6 hours per day such employee will be entitled to two 10 minute rest breaks. Such rest breaks will be taken at such times so as not to interfere with continuity of work where continuity is necessary. Where there is agreement, rest breaks can be combined into one 20 minute rest break that will be taken at a time that will not interfere with the continuity of work.
    2. Such rest breaks are to be counted as part of time worked.

1. Overtime rates and penalties

[Varied by [PR584073](http://www.fwc.gov.au/awardsandorders/html/PR584073.htm)]

Veterinary surgeons

* + 1. Employers will compensate for time worked in addition to 38 hours per week, excepting when the associate is on call, either by:
       1. granting additional remuneration at the employee’s ordinary time rate; or
       2. granting time off instead of payment on an hour for hour basis, if agreed by the associate.
    2. Associates may, by agreement with their employer, receive an annual allowance instead of some or all of the amounts otherwise payable under clause 24.1(a) provided that the allowance, plus any other payments for extra hours, calculated over a calendar year, are not less than would otherwise have been payable but for clause 24.1(a).
    3. Agreements under this clause must be recorded in writing.

Other than veterinary surgeons

* + 1. Except where performing shiftwork, the following penalty rates apply:
       1. ordinary hours performed after 1.00 pm on a Saturday must be paid at the rate of time and a half for the first three hours and double time thereafter;
       2. ordinary hours performed on a Sunday must be paid at the rate of double time for all hours of work; and
       3. ordinary hours performed on a public holiday must be paid at the rate of double time and a half for all hours of work.
    2. Except where performing work in accordance with the shiftwork provisions, all work performed outside the ordinary hours will be paid at the rate of:
       1. time and a half for the first three hours and double time thereafter;
       2. overtime worked on a Sunday will be paid for at the rate of double time, with a minimum payment of three hours provided the employee is ready, willing and available to work such overtime.
    3. In computing overtime, each day’s work stands alone.

Return to duty (other than veterinary surgeons)

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. Provided that 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.

Time off instead of payment for overtime

[24.4 substituted by [PR584073](http://www.fwc.gov.au/awardsandorders/html/PR584073.htm) ppc 22Aug16]

* + 1. 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.
    2. Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 24.4.
    3. An agreement must state each of the following:
       1. the number of overtime hours to which it applies and when those hours were worked;
       2. that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
       3. 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;
       4. 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 H. There is no requirement to use the form of agreement set out at Schedule H. An agreement under clause 24.4can also be made by an exchange of emails between the employee and employer, or by other electronic means.

* + 1. The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

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

* + 1. Time off must be taken:
       1. within the period of 6 months after the overtime is worked; and
       2. at a time or times within that period of 6 months agreed by the employee and employer.
    2. If the employee requests at any time, to be paid for overtime covered by an agreement under clause 24.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
    3. 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.
    4. The employer must keep a copy of any agreement under clause 24.4 as an employee record.
    5. 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.
    6. An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 24.4 will apply, including the requirement for separate written agreements under 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).

* + 1. If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 24.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

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

Make-up time

An employee may elect, with the consent of the employer, to work make-up time under which 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.

1. Shiftwork (other than veterinary surgeons)
   1. Where an employee is engaged on shiftwork, the following penalties apply to ordinary hours of work, as follows:
      1. a 15% loading for a shift finishing after 8.00 pm;
      2. a 30% loading for a shift where the majority of hours on the shift occur between the hours of midnight and 8.00 am; and
      3. a 15% loading for a shift commencing at or before 6.30 am.

Shiftwork—overtime

An employee engaged on shiftwork must be paid at overtime rates as provided for in clause 24—Overtime rates and penalties, instead of the shift loading in clause 25.1 if the shiftwork is performed outside ordinary hours or in excess of eight hours per shift.

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. In default of such notice, the employee will be paid overtime rates for all work done outside previous ordinary working hours within 14 days of the time of notification of the change.

Work on Saturday, Sunday or public holiday

An employee attending for work on a rostered shift the major portion of which falls on a Saturday, Sunday or public holiday must be paid the following penalties instead of the shift penalties provided in clause 25.1:

* + 1. for all ordinary hours on a Saturday, at the rate of time and a half;
    2. for all work on a Sunday, at the rate of double time; and
    3. for all work on a public holiday, at the rate of double time and a half.

25A. Requests for flexible working arrangements

[25A inserted by [PR701521](https://www.fwc.gov.au/documents/awardsandorders/html/pr701521.htm) ppc 01Dec18]

25A.1 Employee may request change in working arrangements

Clause 25A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Note 1: Section 65 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) 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 25A is an addition to s.65.

25A.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:

* + 1. the needs of the employee arising from their circumstances;
    2. the consequences for the employee if changes in working arrangements are not made; and
    3. 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)).

25A.3 What the written response must include if the employer refuses the request

Clause 25A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 25A.2.

* + 1. 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.
    2. If the employer and employee could not agree on a change in working arrangements under clause 25A.2, the written response under s.65(4) must:
       1. 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
       2. if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

25A.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 25A.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.

25A.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 25A, can be dealt with under clause 9—Dispute resolution.

1. Leave and Public Holidays
2. Annual leave

[Varied by [PR582962](http://www.fwc.gov.au/awardsandorders/html/PR582962.htm)]

* 1. Annual leave is provided for in the NES.

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.

Annual leave loading

* + 1. During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 14—Minimum wages. Annual leave loading is payable on leave accrued.
    2. The loading is as follows:

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.

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.

Annual leave in advance

[26.4 renamed and substituted by [PR582962](http://www.fwc.gov.au/awardsandorders/html/PR582962.htm)ppc 29Jul16]

* + 1. 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.
    2. An agreement must:
       1. state the amount of leave to be taken in advance and the date on which leave is to commence; and
       2. be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

Note: An example of the type of agreement required by clause 26.4 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

* + 1. The employer must keep a copy of any agreement under clause 26.4 as an employee record.
    2. If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 26.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Requirement to take leave notwithstanding terms of the NES

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.

Cashing out of annual leave

[26.6 inserted by [PR582962](http://www.fwc.gov.au/awardsandorders/html/PR582962.htm)ppc 29Jul16]

* + 1. Paid annual leave must not be cashed out except in accordance with an agreement under clause 26.6.
    2. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 26.6.
    3. 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.
    4. An agreement under clause 26.6 must state:
       1. the amount of leave to be cashed out and the payment to be made to the employee for it; and
       2. the date on which the payment is to be made.
    5. An agreement under clause 26.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
    6. 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.
    7. An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
    8. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
    9. The employer must keep a copy of any agreement under clause 26.6 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 26.6.

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 26.6.

Note 3: An example of the type of agreement required by clause 26.6 is set out at 0. There is no requirement to use the form of agreement set out at 0.

Excessive leave accruals: general provision

[26.7 inserted by [PR582962](http://www.fwc.gov.au/awardsandorders/html/PR582962.htm)ppc 29Jul16]

Note: Clauses 26.7 to 26.9 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.

* + 1. An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 26.226.2).
    2. 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.
    3. Clause 26.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
    4. Clause 26.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

Excessive leave accruals: direction by employer that leave be taken

[26.8 inserted by [PR582962](http://www.fwc.gov.au/awardsandorders/html/PR582962.htm)ppc 29Jul16]

* + 1. If an employer has genuinely tried to reach agreement with an employee under clause 26.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
    2. However, a direction by the employer under paragraph (a):
       1. is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 26.7, 26.8 or 26.9 or otherwise agreed by the employer and employee) are taken into account; and
       2. must not require the employee to take any period of paid annual leave of less than one week; and
       3. 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
       4. must not be inconsistent with any leave arrangement agreed by the employer and employee.
    3. The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
    4. 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 26.8(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.

Excessive leave accruals: request by employee for leave

[26.9 inserted by [PR582962](http://www.fwc.gov.au/awardsandorders/html/PR582962.htm)ppc 29Jul16; substituted by [PR582962](http://www.fwc.gov.au/awardsandorders/html/PR582962.htm)ppc 29Jul17]

* + 1. If an employee has genuinely tried to reach agreement with an employer under clause 26.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
    2. However, an employee may only give a notice to the employer under paragraph (a) if:
       1. the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
       2. the employee has not been given a direction under clause 26.8(a) that, when any other paid annual leave arrangements (whether made under clause 26.7, 26.8 or 26.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.
    3. A notice given by an employee under paragraph (a) must not:
       1. if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 26.7, 26.8 or 26.9 or otherwise agreed by the employer and employee) are taken into account; or
       2. provide for the employee to take any period of paid annual leave of less than one week; or
       3. 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
       4. be inconsistent with any leave arrangement agreed by the employer and employee.
    4. 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 26.2) in any period of 12 months.
    5. The employer must grant paid annual leave requested by a notice under paragraph (a).

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

Personal/carer’s leave for casual employees

* + 1. 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.
    2. Such leave is unpaid. A maximum of 48 hours absence is allowed by right with additional absence by agreement.

1. Community service leave

Community service leave is provided for in the NES.

1. Public holidays
   1. Public holidays are provided for in the NES.

Veterinary surgeons

* + 1. **Full-time associates** who do not regularly work a five day, Monday to Friday week will not be disadvantaged by the fact that a prescribed public holiday falls upon a day when the associate would not be working. The appropriate compensation is:
       1. an alternative day off;
       2. an additional one day of annual leave; or
       3. an additional day’s wages.
    2. Where a full-time associate normally works on Saturdays and/or Sundays and a public holiday falls on the weekend and is the subject of a substitution provision, the associate will either:
       1. have the actual day off without loss of pay, with no additional entitlement to the substitute day; or
       2. if required to work on the actual day, be paid the normal Saturday or Sunday rate and be entitled to the substitute day, or if the substitute day falls on the associate’s normal day off, an alternative day off.
    3. If required to work on both the actual day and the substitute day be paid the normal Saturday and Sunday rate for work on the actual day and in recognition of the work performed on the substitute day receive either:
       1. an alternative day off; or
       2. an addition of one day to annual leave; or
       3. payment of public holidays rates for the day’s work.
    4. For the purpose of this clause, an **alternative day off** means an addition of one day to annual leave or an additional day’s wages (7.6 hours).
    5. Full-time associates who do not work a five day week should get the hours that they work and 7.6 hours where a public holiday falls on a day they do not work.
    6. **Part-time associates**
       1. Where the normal roster of a part-time associate includes a day which is a public holiday, the associate should either enjoy the public holiday without loss of pay or receive the appropriate public holiday rate for working on it.
       2. Where a part-time associate normally works on Saturdays and/or Sundays and a public holiday falls on the weekend and is the subject of a substitution provision, the associate will either:
* have the actual day off without loss of pay, with no additional entitlement to the substitute day; or
* if required to work on the actual day, be paid at the normal Saturday or Sunday rate and be entitled to take another day, 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.
  + - 1. A part-time associate who works an average five days per week, but whose roster is not a regular Monday to Friday roster, will not be disadvantaged by the fact that a prescribed public holiday falls upon a day when the associate would not be working. The appropriate compensation is:
* an alternative day off;
* an addition of one day to annual leave; or
* an additional day’s wages.
  + 1. For the purposes of this clause, **day off** means the average number of hours rostered per day by the associate in the four week cycle prior to the public holiday.
    2. When Christmas day falls on a Saturday or Sunday:
       1. 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.
       2. The rate for work performed on public holidays is double time.
       3. Casual associates will be paid at the rate of double time for all work performed on prescribed public holidays. This provision does not apply to substitute days.

Other than veterinary surgeons

Work on a public holiday or a substituted day must be paid at double time and a half. 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. An employee required to work on a public holiday is entitled to not less than four hours pay at penalty rates provided the employee is available to work for four hours.

1. Leave to deal with Family and Domestic Violence

[30 inserted by [PR609452](https://www.fwc.gov.au/documents/awardsandorders/html/pr609452.htm) ppc 01Aug18]

* 1. This clause applies to all employees, including casuals.

Definitions

* + 1. 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:

* + - 1. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
      2. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
      3. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
    1. A reference to a spouse or de facto partner in the definition of family member in clause 30.2(a) includes a former spouse or de facto partner.

Entitlement to unpaid leave

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

* + 1. the leave is available in full at the start of each 12 month period of the employee’s employment; and
    2. the leave does not accumulate from year to year; and
    3. 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.

Taking unpaid leave

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

* + 1. is experiencing family and domestic violence; and
    2. 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.

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.

Notice and evidence requirements

Notice

An employee must give their employer notice of the taking of leave by the employee under clause 30. The notice:

* + - 1. must be given to the employer as soon as practicable (which may be a time after the leave has started); and
      2. must advise the employer of the period, or expected period, of the leave.

Evidence

An employee who has given their employer notice of the taking of leave under clause 30 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 30.4.

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.

Confidentiality

* + 1. Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 30.6 is treated confidentially, as far as it is reasonably practicable to do so.
    2. Nothing in clause 30 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.

Compliance

An employee is not entitled to take leave under clause 30 unless the employee complies with clause 30.

1. —Transitional Provisions

[Varied by [PR503648](http://www.fwc.gov.au/awardsandorders/html/PR503648.htm)]

General

* + 1. The provisions of this schedule deal with minimum obligations only.
    2. The provisions of this schedule are to be applied:
       1. when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
       2. when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
       3. when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
       4. when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

Minimum wages – existing minimum wage lower

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

* + 1. In this clause minimum wage includes:
       1. a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
       2. a piecework rate; and
       3. any applicable industry allowance.
    2. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
    3. The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.
    4. From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

| **First full pay period on or after** |  |
| --- | --- |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. The employer must apply any increase in minimum wages in this award resulting from an annual wage review.
    2. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Minimum wages – existing minimum wage higher

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

* + 1. In this clause minimum wage includes:
       1. a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
       2. a piecework rate; and
       3. any applicable industry allowance.
    2. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
    3. The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.
    4. From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.
    2. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

* casual or part-time loading;
* Saturday, Sunday, public holiday, evening or other penalty;
* shift allowance/penalty.

Loadings and penalty rates – existing loading or penalty rate lower

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

* + 1. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.
    2. The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.
    3. From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Loadings and penalty rates – existing loading or penalty rate higher

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

* + 1. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.
    2. The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.
    3. From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Loadings and penalty rates – no existing loading or penalty rate

* + 1. The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.
    2. Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.
    3. From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 20% |
| 1 July 2011 | 40% |
| 1 July 2012 | 60% |
| 1 July 2013 | 80% |

* + 1. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Former Division 2B employers

[A.8 inserted by [[PR503648](http://www.fwa.gov.au/awardsandorders/html/PR503648.htm)](http://www.fwc.gov.au/awardsandorders/html/PR503625.htm) ppc 01Jan11]

* + 1. This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.
    2. All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
    3. Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
    4. Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
    5. Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
    6. In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

1. —Classifications

[Varied by [PR539252](http://www.fwc.gov.au/awardsandorders/html/pr539252.htm)]

**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.

Veterinary surgeons

Level 1A

* + - 1. 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.
      2. For the purposes of Schedule B.1.1, 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).

Level 1B

* + - 1. 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.
      2. 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.
      3. For the purposes of Schedule B.1.2, 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).

Level 2

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

Level 3

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

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.

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

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.

Level 1

**Level of responsibility, skills and knowledge**

An employee at this level will:

* + - 1. work under direct supervision with regular close checking of their work;
      2. develop and then apply their knowledge and skills to a limited range of tasks and roles;
      3. work within a specified range of contexts where the choice of action is clear and restricted; and
      4. 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:

* + - 1. assisting other employees in their duties;
      2. appropriate induction to the industry and the routines of the practice;
      3. basic animal care;
      4. grooming, feeding, cleaning and restraint as instructed; and/or
      5. basic clerical and/or reception duties and telephone skills under veterinary supervision.

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:

* + - 1. work under direct supervision with routine checking of their work;
      2. develop and then apply their knowledge and skills to a limited range of tasks and roles;
      3. work within a specified range of contexts where the choice of action is clear and restricted;
      4. normally use their competencies within established routines, where methods and procedures are predictable; and
      5. exercise discretion and judgment against established criteria.

*Indicative Tasks*

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

* + - 1. following Occupational Health and Safety procedures in an animal care environment;
      2. assisting with general animal care; provide food and water for animals;
      3. participating in workplace communications;
      4. carrying out basic clerical and/or reception duties under reduced supervision;
      5. carrying out clinic routines; maintain clinic hygiene, carry out daily treatment of patients; and/or
      6. assisting in stock control and clinic security.

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:

* + - 1. generally be working with limited supervision;
      2. normally use their competencies within established routines, where methods and procedures are predictable; and
      3. exercise discretion and judgment against established criteria.

*Indicative Tasks*

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

* + - 1. assisting with animal care under limited supervision;
      2. limited supervision of employees at introductory level and Level 1;
      3. undertaking daily clinic routines and routine monitoring of patients;
      4. clerical duties including maintaining supplies, processing and preparing correspondence and accounts;
      5. the ability to follow clinic procedures for hazard identification and risk control;
      6. the ability to provide grief support to clients/animal owners; and/or
      7. providing basic first aid for animals.

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:

* + - 1. co-ordinating clinic admissions;
      2. providing veterinary nursing care and grief support to clients;
      3. applying radiographic routines and implement procedures;
      4. performing and record pathology procedures, assist with post mortem;
      5. preparing and provide support for surgical procedures;
      6. monitoring patient anaesthesia;
      7. performing post-operative procedures;
      8. nursing hospitalised animals, monitor clinical signs, communicate with owners;
      9. providing animal care in pain situations;
      10. carrying out medical nursing routines;
      11. preparing surgery schedules, implement surgery preparations;
      12. cleaning maintain and store theatre instruments, equipment and supplies; and/or
      13. carrying out post operative theatre routines.

Level 5—Practice manager

[B.2.6 substituted by [PR539252](http://www.fwc.gov.au/awardsandorders/html/pr539252.htm) ppc 22Jul13]

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:

* + - 1. overseeing human resources, stock control, clinical administration, bookkeeping and customer management;
      2. 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
      3. reporting to management regarding accounts, staffing, legislative requirements and/or other company activities.

Animal care industry inspectors

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.

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.

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.

1. —Supported Wage System

[Varied by [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/pr537893.htm), [PR542238](http://www.fwc.gov.au/awardsandorders/html/PR542238.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/pr606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm)]

* 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.

[C.2 varied by [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm) ppc 01Jul15]

* 1. 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](http://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

Eligibility criteria

* + 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.
    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.

Supported wage rates

* + 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 C.5)**  **%** | **Relevant minimum wage**  **%** |
| --- | --- |
| 10 | 10 |
| 20 | 20 |
| 30 | 30 |
| 40 | 40 |
| 50 | 50 |
| 60 | 60 |
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

[C.4.2 varied by [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/pr537893.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/pr606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm) ppc 01Jul19]

* + 1. Provided that the minimum amount payable must be not less than $87 per week.
    2. Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

* + 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.
    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.

Lodgement of SWS wage assessment agreement

[C.6.1 varied by [PR542238](http://www.fwc.gov.au/awardsandorders/html/PR542238.htm) ppc 04Dec13]

* + 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.

[C.6.2 varied by [PR542238](http://www.fwc.gov.au/awardsandorders/html/PR542238.htm) ppc 04Dec13]

* + 1. 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.

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.

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.

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.

Trial period

* + 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.
    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.

[C.10.3 varied by [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/pr537893.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/pr606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm) ppc 01Jul19]

* + 1. The minimum amount payable to the employee during the trial period must be no less than $87 per week.
    2. Work trials should include induction or training as appropriate to the job being trialled.
    3. 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 C.5.

1. —National Training Wage

[Varied by [PR998018](http://www.fwc.gov.au/awardsandorders/html/PR998018.htm), [PR509149](http://www.fwc.gov.au/awardsandorders/html/PR509149.htm), [PR522980](http://www.fwc.gov.au/awardsandorders/html/PR522980.htm), [PR536783](http://www.fwc.gov.au/awardsandorders/html/PR536783.htm), [PR545787](http://www.fwc.gov.au/awardsandorders/html/PR545787.htm), [PR551706](http://www.fwc.gov.au/awardsandorders/html/PR551706.htm), [PR566798](https://www.fwc.gov.au/awardsandorders/html/PR566798.htm), [PR579910](http://www.fwc.gov.au/awardsandorders/html/PR579910.htm); deleted by [PR593884](http://www.fwc.gov.au/awardsandorders/html/PR593884.htm) ppc 01Jul17]

1. —2017 Part-day Public Holidays

[Sched E inserted by [PR532630](http://www.fwc.gov.au/awardsandorders/html/pr532630.htm) ppc 23Nov12; renamed and varied by [PR544519](http://www.fwc.gov.au/awardsandorders/html/pr544519.htm) ppc 21Nov13; renamed and varied by [PR557581](http://www.fwc.gov.au/awardsandorders/html/PR557581.htm), [PR573679](http://www.fwc.gov.au/awardsandorders/html/PR573679.htm), [PR580863](http://www.fwc.gov.au/awardsandorders/html/PR580863.htm), [PR598110](http://www.fwc.gov.au/documents/awardsandorders/html/pr598110.htm), [PR701683](http://www.fwc.gov.au/documents/awardsandorders/html/pr701683.htm) ppc 21Nov18; varied by [PR715099](https://www.fwc.gov.au/documents/awardsandorders/html/pr715099.htm)]

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

[E.1 varied by [PR715099](https://www.fwc.gov.au/documents/awardsandorders/html/pr715099.htm) ppc 18Nov19]

* 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:
     + 1. 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.

[E.1(b) varied by [PR715099](https://www.fwc.gov.au/documents/awardsandorders/html/pr715099.htm) ppc 18Nov19]

* + - 1. 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.

[E.1(c) substituted by [PR715099](https://www.fwc.gov.au/documents/awardsandorders/html/pr715099.htm) ppc 18Nov19]

* + - 1. 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.

[E.1(d) varied by [PR715099](https://www.fwc.gov.au/documents/awardsandorders/html/pr715099.htm) ppc 18Nov19]

* + - 1. Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

[E.1(e) varied by [PR715099](https://www.fwc.gov.au/documents/awardsandorders/html/pr715099.htm) ppc 18Nov19]

* + - 1. Excluding annualised salaried employees to whom clause E.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.

[Clause E.1(f) varied by [PR715099](https://www.fwc.gov.au/documents/awardsandorders/html/pr715099.htm) ppc 18Nov19]

* + - 1. 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.

[Clause E.1(g) varied by [PR715099](https://www.fwc.gov.au/documents/awardsandorders/html/pr715099.htm) ppc 18Nov19]

* + - 1. 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 E.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.

1. —Agreement to Take Annual Leave in Advance

[Sched F inserted by [PR582962](http://www.fwc.gov.au/awardsandorders/html/PR582962.htm)ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](http://www.fwc.gov.au/documents/documents/modern_awards/leave-in-advance-agreement.pdf).

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\_\_\_

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| --- |
| *[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\_\_\_ |

1. —Agreement to Cash Out Annual Leave

[Sched G inserted by [PR582962](http://www.fwc.gov.au/awardsandorders/html/PR582962.htm)ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](http://www.fwc.gov.au/documents/documents/modern_awards/cash-out-agreement.pdf).

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\_\_\_

|  |
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| *Include if the employee is under 18 years of age:*  Name of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date signed: \_\_\_/\_\_\_/20\_\_\_ |

1. —Agreement for Time Off Instead of Payment for Overtime

[Sched H inserted by [PR584073](http://www.fwc.gov.au/awardsandorders/html/PR584073.htm) ppc 22Aug16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](http://www.fwc.gov.au/documents/documents/modern_awards/toil-agreement.pdf).

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\_\_\_