

**The Animal Care and Veterinary Services Award—Exposure Draft was first published on 8 December 2014. Subsequent amendments to the draft are as follows:**

<b>Publication date</b>	<b>Reason for amendments</b>	<b>Clauses affected</b>
15 February 2019	Incorporate change resulting from <a href="#">PR582962</a>	22.9(a)
	Incorporate change resulting from <a href="#">PR593884</a>	Schedule E
	Incorporate changes resulting from <a href="#">[2017] FWCFB 3433</a>	1.1, 4, 15.6, 22, 25.6, Schedule E, Schedule G
	Incorporate changes resulting from <a href="#">PR598110</a>	Schedule H
	Typographical error corrected by Fair Work Commission staff	21.2(b)
	Incorporates changes resulting from <a href="#">[2018] FWCFB 3500</a> , <a href="#">PR606444</a> , <a href="#">PR606594</a> , <a href="#">PR606630</a>	15, 16, Schedule B, Schedule C, Schedule D
	Incorporates changes resulting from <a href="#">[2018] FWCFB 3936</a> , <a href="#">PR609452</a>	21A
	Incorporates changes resulting from <a href="#">[2018] FWCFB 4695</a> and <a href="#">[2018] FWCFB 5846</a> , <a href="#">PR700542</a>	11.6
	Incorporates changes resulting from <a href="#">PR701683</a>	Schedule H
	Incorporates changes resulting from <a href="#">[2018] FWCFB 6863</a> , <a href="#">PR701521</a>	4A
	Administrative changes by Modern Awards team	17
	Incorporates changes resulting from <a href="#">[2018] FWCFB 4735</a> , <a href="#">PR610155</a>	17
	Incorporates changes resulting from <a href="#">[2018] FWCFB 1548</a>	7.2
	<a href="#">Exposure Draft</a>	
2 September 2019	Incorporating A clauses into the numbering of the exposure draft	<b>5</b>
	Administrative changes by Modern Awards team to correct errors	B.2.5
	Incorporating changes resulting from <a href="#">[2015] FWCFB 4658</a> at [57]	16
	Incorporating changes resulting from <a href="#">[2019] FWCFB 1255</a> at [41]	A.2.3(a)
	Incorporating changes resulting from <a href="#">[2019] FWCFB 1333</a> at [35]	1.5 (deleted)

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Publication date	Reason for amendments	Clauses affected
	Incorporating changes resulting from <a href="#">[2019] FWCFB 2548, PR706900</a>	32
	Incorporating changes resulting from AWR 2018–19 Decision <a href="#">[2019] FWCFB 3500, PR707537, PR707763, PR709080</a>	15, 16, Schedule B, Schedule C, Schedule D
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5144</a>	26
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with <a href="#">[2019] FWCFB 5409</a> at [6] and Attachment A	Part 1—, 1.4 (deleted), 2, 9, 10, 11, 15, Part 5—, 20, Part 6—, 25, 26, 30, 31, 34., Schedule C, Schedule E—National Training Wage (deleted), Schedule G—Definitions (moved), Schedule H, Schedule E
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5409</a>	4.5, 4.6, 5, 15.2, 28, 29, 30, 31

## EXPOSURE DRAFT

### Animal Care and Veterinary Services Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Animal Care and Veterinary Services Award 2010** (the Animal Care and Veterinary award) as at 6 December 2015 and incorporates award updates up to 20 August 2019. This exposure draft does not seek to amend any entitlements under the Animal Care and Veterinary award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/199](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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DRAFT

## Part 1—Application and Operation of this Award

### 1. Title and commencement

Clause 1.4 deleted as a result of re-structure [2019] FWCFB 5409 at [6]. Clause 1.5 deleted in accordance with [2019] FWCFB 1333 at [35].

- 1.1 This award is the *Animal Care and Veterinary Services Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- ~~1.4 Schedule G Definitions sets out definitions that apply in this award.~~
- ~~1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

### 2. Definitions

In this award, unless the contrary intention appears:

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

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

**animal care industry** has the meaning given in clause 4.3

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

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

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

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

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

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**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~~ 2 years.

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

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

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

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

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

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

**residency** means the structured training program for a resident

**standard rate** means the minimum weekly rate for a Level 3 in clause 15.2

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

**veterinary surgery industry** has the meaning given in clause 4.2

### 3. The National Employment Standards

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

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

#### 4. Coverage

Clauses 4.5 and 4.6 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

- 4.1 This award covers employers throughout Australia in the veterinary surgery industry and the animal care industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.
- 4.2 The **veterinary surgery industry** means private veterinary surgery practices.
- 4.3 The **animal care industry** means community-based charity organisations working to prevent cruelty to animals by actively promoting their care and protection and educating people in the care of animals.
- 4.4 The award does not cover employers in the following industries:
- (a) *Amusement, Events and Recreation Award 20XX*;
  - (b) *Food, Beverage and Tobacco Manufacturing Award 20XX*;
  - (c) *Horse and Greyhound Training Award 20XX*; and
  - (d) *Pastoral Award 20XX*.
- 4.5 This award covers any employer which supplies labour on an on-hire basis in the ~~industries set out in clause 4.1—veterinary surgery industry and the animal care industry~~ in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in those industries. ~~This subclause—Clause 4.5~~ operates subject to the exclusions from coverage in this award.
- 4.6 This award covers employers which provide group training services for trainees engaged in the ~~veterinary surgery and animal care~~ industries and/or parts of ~~those industries 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 are being performed. ~~This subclause—Clause 4.6~~ operates subject to the exclusions from coverage in this award.
- 4.7 This award does not cover
- (a) employees excluded from award coverage by the [Act](#);
  - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
  - (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the

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*Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*), or employers in relation to those employees.

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

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

**5. Individual flexibility arrangements**

Clause 5 substituted in accordance with [\[2019\] FWCFB 5409](#) at [95] and [PR711488](#)

**5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

**5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

**5.3** An agreement may only be made after the individual employee has commenced employment with the employer.

**5.4** An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

**5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

**5.6** An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and



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(c) set out how the application of the award term, or each award term, is varied; and

(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

(e) state the date the agreement is to start.

5.7 An agreement must be:

(a) in writing; and

(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **6. Requests for flexible working arrangements**

### **6.1 Employee may request change in working arrangements**

Clause 5 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

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

section 65(1A). Clause 5 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on ‘reasonable business grounds’ (see section 65(5) and (5A)).

NOTE 3: Clause 5 is an addition to section 65.

## **6.2 Responding to the request**

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

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

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

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

## **6.3 What the written response must include if the employer refuses the request**

- (a) Clause 6.3(a) applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

## **6.4 What the written response must include if a different change in working arrangements is agreed**

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee,

then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

**6.5 Dispute resolution**

**6.6** Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 5, can be dealt with under clause 30 —Dispute resolution.

**7. Facilitative provisions**

**7.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

**7.2** Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
13.2(c)	Span of hours—day work	An individual
14.1	Unpaid meal break	An individual
14.2(d)	Paid rest break	
17.1(c)	Frequency of payment	An individual
20.2(b)	Veterinary Surgeons	An individual
20.3	Time off instead of payment for overtime	An individual
22.4	Annual leave in advance	An individual
22.6	Cashing out of annual leave	An individual

**Part 2—Types of Employment and Classifications**

**8. Types of employment**

**8.1** Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

**8.2** 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.

## 9. Full-time employees

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

## 10. Part-time employees

10.1 A part-time employee is an employee who is engaged to perform less than 38 ordinary hours on a regular basis.

10.2 Part-time employees receive equivalent pay and conditions to those of full-time employees on a pro rata basis.

## 11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

11.1 A casual employee is an employee engaged and paid as a casual employee.

11.2 A casual employee must be paid for each hour worked:

- (a) the minimum hourly rate; and
- (b) a loading of 25% of the minimum hourly rate,

for the class of work performed.

11.3 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](#).

11.4 Casual employees are entitled to a minimum payment of ~~three~~ 3 hours' work at the appropriate rate.

11.5 The minimum engagement period for an employee will be 2.5 hours if all of the following circumstances apply:

- (a) the employee is a full-time secondary school student; and
- (b) 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
- (c) 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
- (d) 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.

## 11.6 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under ~~this subclause~~ clause 11.6 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph~~ clause 11.6(b);
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

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- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- ~~(i)~~ 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 30. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- ~~(j)~~(k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in ~~this~~ clause 11.6, the employer and employee must discuss and record in writing:
- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the employee's hours of work fixed in accordance with clause 10—Part-time employees.
- ~~(k)~~(l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- ~~(l)~~(m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- ~~(m)~~(n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under ~~this~~ clause 11.6.
- ~~(n)~~(o) Nothing in ~~this~~ clause 11.6 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- ~~(o)~~(p) Nothing in ~~this~~ clause 11.6 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- ~~(p)~~(q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ clause 11.6 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ clause 11.6 by 1 January 2019.
- ~~(q)~~(r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in ~~paragraph~~ clause 11.6(q).

## 12. Classifications

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

## Part 3—Hours of Work

### 13. Ordinary hours of work and rostering

#### 13.1 Weekly hours of work

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

#### 13.2 Span of hours—day work

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

#### 13.3 Veterinary surgeons

The following provisions apply to veterinary surgeons:

- (a) Time taken for travel required in the performance of duties, except for active on-call duty, will contribute to hours of work. Required in the performance of duties includes travel additional to one return trip between the associate’s place of residence and the place of work in any one day and travel between different locations of a practice.
- (b) Daily work rosters will be published at least one month in advance. All annual holiday and public holiday rosters will be published at least ~~two~~ 2 months in advance.

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- (c) Associates, other than casuals, should receive a minimum of ~~three~~ 3 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~~ 6 weeks they must be paid out at the associate’s ordinary rate of pay.

**13.4 Make-up time**

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

**14. Breaks**

**14.1 Unpaid meal break**

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

**14.2 Paid rest break**

- (a) All employees (other than associates) must receive, where practicable, a paid rest break of 10 minutes after ~~four~~ 4 hours work.
- (b) Where the employee works 7.6 hours per day the employee will be entitled to ~~two~~ 2 10 minute paid rest breaks.
- (c) Rest breaks will be taken at times that do not interfere with continuity of work where continuity is necessary.
- (d) Where there is agreement, rest breaks can be combined into one 20 minute paid rest break.
- (e) Rest breaks are to be counted as part of time worked.

**Part 4—Wages and Allowances**

**15. Minimum rates**

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.  
Minimum rates table amended in accordance with [\[2019\] FWCFB 5409](#) at [114].

**15.1 Animal care industry inspectors**

Classification	Minimum annual salary \$	Minimum hourly rate \$
Inspector Level 1	52,080	26.36
Inspector Level 2	54,945	27.81



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Classification	Minimum annual salary \$	Minimum hourly rate \$
Senior Inspector Level 3	59,363	30.04

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

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

Classification	Minimum weekly rate \$ <i>(full-time employee)</i>	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

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

**15.3 Veterinary surgeons**

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

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

**15.4 Junior rates**

Junior employees must be paid the following percentage of the appropriate wage rate in clause 15—Minimum rates.

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

**15.5 Supported wage system**

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

**15.6 National training wage**

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) 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*.

**15.7 Higher duties allowance**

**(a) Other than veterinary surgeons**

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

**(b) Veterinary surgeons**

An associate who is required to perform duties at a higher classification level for a temporary period of more than ~~two~~ 2 weeks must be paid the higher salary for the period during which those duties are performed.

## 16. Allowances

Monetary amounts adjusted as a result of AWR 2019

Note inserted in accordance with [2015] FWCFB 4658 at [57].

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

Employers must pay to an employee the allowances the employee is entitled to under ~~this~~ clause 16. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

### 16.1 Wage-related allowances—other than veterinary surgeons

#### (a) Broken shift allowance

An employee required to carry out their ordinary hours of duty in more than one shift will be paid **\$13.80** per shift. This is to be paid only once per 24 hour period.

#### (b) First aid

An allowance of **\$16.91** per week will be paid to an employee who is a qualified first aid attendant and is appointed by the employer to carry out first aid duties.

#### (c) On-call

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

- (i) **\$17.85** for each 24 hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive.
- (ii) **\$26.82** for each 24 hour period or part thereof when the on-call period is on a Saturday.
- (iii) **\$31.22** 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.

### 16.2 Wage-related allowances—veterinary surgeons

#### (a) On-call duty

An associate required to be on-call will receive a minimum amount of **\$43.64** for each period of on-call duty. A new period of such duty will be deemed to commence each 24 hours if continuous on-call duty is required.

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

NOTE: An associate is not in receipt of a day off for the purposes of Clause 13.3(c) if they perform scheduled active on-call duty on that day.

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- (ii) By agreement, on-call remuneration can be compensated by one or a combination of the following:
- payment;
  - time off instead of payment at the employee's ordinary rate on an hour for hour basis; and
  - an annual allowance not less than what otherwise would have been payable but for clause 16.2(a).
- (iii) Agreements under ~~this~~ clause 16.2(a) must be recorded in writing and kept as part of the time and wages records kept by the employer.

**16.3 Expense-related allowances—all employees**

**(a) Clothing and laundry allowance**

- (i) An employee who is required to wear a uniform must be provided with:
- an allowance equivalent to the cost of the uniform; and
  - a laundry allowance of **\$6.51** per week.
- (ii) The allowance in clause 16.3(a)(i) will not be paid where the employer provides the uniform and launders the uniform.
- (iii) If the employer provides the uniform, the uniform remains property of the employer.

**(b) Vehicle/travel allowance**

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

**16.4 Expense-related allowances—other than veterinary surgeons**

**(a) Meal allowance**

- (i) An employee who is required to work overtime for more than one and a half hours, must be paid:
- **\$11.99** for the first meal; and

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- \$10.30 for the second meal and each subsequent meal for each period of ~~four~~ 4 hours overtime worked.
- (ii) The provisions of clause 16.4(a)(i) do not apply:
- if the employee is notified prior to the completion of work on the previous day that they will be required to work overtime; or
  - if the employer provides the employee with a substantial meal on each occasion; or
  - in relation to the allowance for second and subsequent meals, if the employer advised the employee on the previous day or earlier that the amount of overtime to be worked will require a second or subsequent meal.
- (iii) If an 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 16.4(a)(i) for surplus meals which they have provided.

**16.5 Expense-related allowances—veterinary surgeons**

**(a) Communication systems**

- (i) Where an employer requires an associate to use a communication system, the employer must reimburse the associate for the cost of purchasing that equipment, unless the employer elects to provide the system.
- (ii) The employer must meet the system's running costs for practice usage or provide an allowance to cover such costs.
- (iii) A communication system will be provided to an associate who is required to perform on-call duty in accordance with clause 16.5(a)(i) so that the associate is able to remain available without being restricted to one location, provided the associate is:
- within effective communication zones at all times; and
  - within reasonable access to the practice location.

**17. Payment of wages**

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

**17.1 Frequency of payment**

- (a) Associates must be paid at least monthly. This payment must include all earnings verified to the employer at that date.

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

**17.2 Method of payment**

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

**17.3 Day off coinciding with payday**

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

**17.4 Payment on termination of employment**

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
  - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause 17.4(a)~~ is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: ~~Paragraph (b) Clause 17.4(b)~~ allows the Commission to make an order delaying the requirement to make a payment under ~~this clause clause 17.4~~. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

**18. Professional development and indemnity (veterinary surgeons only)**

**18.1** ~~This clause~~ 18 applies only to veterinary surgeons.

**18.2 Residency/internship**

- (a) A veterinary surgeon undertaking a program of residency or internship must receive payment in accordance with the award for required practice duties.
- (b) At the commencement of the residency or internship an agreement will be entered into which includes clarification of the following matters:
  - (i) the goals of the program and the expectations of both parties;
  - (ii) the time devoted to required practice duties and a mechanism to respond to additional requirements;
  - (iii) the provision and type of structured training and supervision and whether this includes formal teaching time (such as lectures and tutorials); and
  - (iv) the access that the resident/intern will have to the practice for observation and study.
- (c) For the purpose of ~~this clause~~ 18.2, **required practice** means the agreed clinical duties and responsibilities primarily associated with the training program in which the veterinary surgeon is currently engaged.
- (d) Agreements under ~~this clause~~ 18.2 must be recorded in writing and kept as a part of the time and wages records kept by the employer.

**18.3** To facilitate skill acquisition and career progression, a full-time associate is entitled to one week's paid study leave, at the associate's ordinary rate of pay, for each completed year of service. A part-time associate is entitled to such leave on a pro rata basis.

**18.4** The employer and the associate should agree on criteria for professional development having regard to the cost, accessibility and availability of courses relevant to the practice needs and the number of veterinarians seeking such opportunity.

**18.5** The employer must pay any course registration fees for agreed professional development activities. The employer, at its discretion, may agree with the associate to pay for other expenses relating to these activities (travel, accommodation, etc.).

**18.6** Where the employer pays course registration fees, the associate has the duty to disseminate the knowledge gained to other members of the practice in which they are employed. All conference publications from paid courses remain the property of the employer.

**18.7** On request, the employer must provide all associates, including part-time and casual associates, with written proof that the employer holds professional indemnity and public liability insurance to cover the associate in relation to the exercise of the associate's duties with the employer.

## **19. Superannuation**

### **19.1 Superannuation legislation**

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

### **19.2 Employer contributions**

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

### **19.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

### **19.4 Superannuation fund**

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

- (a) AustralianSuper;
- (b) Statewide Superannuation Trust;
- (c) Tasplan;



- (d) CareSuper;
- (e) Sunsuper;
- (f) AustSafe Super;
- (g) GuildSuper;
- (h) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund or its successor fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (i) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 5—Overtime and Penalty Rates

### 20. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

#### 20.1 Employees other than veterinary surgeons

- (a) Overtime rates must be paid in accordance with clause 20.1(b) as follows:
  - (i) to employees other than shiftworkers—for all work performed outside the ordinary hours; and
  - (ii) to employees engaged on shiftwork—for all work outside ordinary hours or in excess of ~~eight~~ 8 hours. Overtime rates for shiftwork are paid instead of the shift penalties in clause 21.2.
- (b) **Overtime rates for employees other than veterinary surgeons**
  - (i) **Monday to Saturday**

150% of the minimum hourly rate for the first ~~three~~ 3 hours and 200% of the minimum hourly rate thereafter.
  - (ii) **Sunday**

200% of the minimum hourly rate with a minimum payment of ~~three~~ 3 hours provided the employee is ready willing and available to work such overtime.
- (c) In calculating overtime, each day's work stands alone.

**(d) Return to duty (other than veterinary surgeons)**

- (i) Where an employee is required to return to duty after the usual finishing hour of work for that day, the employee must be paid at the appropriate overtime rate and must receive a minimum payment as for ~~three~~ 3 hours' work.
- (ii) Clause 20.1(d) 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.

**20.2 Veterinary surgeons**

- (a) Employers will compensate associates for time worked in addition to 38 hours per week, except when the associate is on-call, either by:
  - (i) granting additional remuneration at the employee's ordinary time rate; or
  - (ii) granting time off instead of payment on an hour for hour basis, if agreed by the associate.
- (b) An allowance instead of some or all of the amounts otherwise payable under clause 20.2(a) may be paid where the associate and employer reach agreement. The allowance and any other payments for extra hours are not to be less than would otherwise have been payable under clause 20.2(a) calculated over a calendar year.
- (c) Agreements under clause 20.2 must be recorded in writing.

**20.3 Time off instead of payment for overtime**

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 20.3.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in clause 20.3(c)(iii) must be made in the next pay period following the request.

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NOTE: An example of the type of agreement required by clause 20.3 is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 20.3 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 20.3 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 20.3(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 20.3 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 20.3 will apply, including the requirement for separate written agreements under clause 20.3(b) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 20.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

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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 20.3.

**21. Penalty rates—employees other than veterinary surgeons**

**21.1 Weekend rates and public holiday penalties—other than shiftwork**

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

		Full time and part-time employees	Casual employees
		% of minimum hourly rate	
Saturday	First <del>three</del> <u>3</u> hours (after 1 pm)	150	175
	After <del>three</del> <u>3</u> hours	200	225
Sunday		200	225
Public holiday <sup>1</sup>		250	275
<sup>1</sup> Work on public holiday is subject to a minimum engagement of <del>four</del> <u>4</u> hours in accordance with clause 27.2(a)			

**21.2 Shiftwork penalties**

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

- (a) **115%** of the minimum hourly rate for a shift finishing after 8.00 pm;
- (b) **130%** of the minimum hourly rate for a shift where the majority of hours on the shift occur between the hours of midnight and 8.00 am; and
- (c) **115%** of the minimum hourly rate for a shift commencing at or before 6.30 am.
- (d) Overtime rates for shiftwork are paid instead of the shift penalties in clause 20.1(a)(ii)

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

**21.3 Weekend and public holiday rates—shiftwork**

Where the major portion of a rostered shift falls on a Saturday, Sunday or public holiday the following rates apply instead of the rates in clause 21.2:

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

#### 21.4 Transfer to or from shiftwork

An employee may be transferred to or from shiftwork on 14 days' notice provided the employee has at least 10 hours off duty before commencing shiftwork. If 14 days' notice is not given the employee will be paid overtime rates in accordance with clause 20.1 for all work done outside previous ordinary working hours within 14 days of the time of notification of the change.

### Part 6—Leave and Public Holidays

#### 22. Annual leave

22.1 Annual leave is provided for in the [NES](#).

#### 22.2 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the [Act](#), a **shiftworker** is a ~~seven-7~~ 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-7~~ days a week.

#### 22.3 Annual leave loading

Annual leave loading remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [153].

(a) During a period of annual leave an employee will receive their minimum hourly rate plus a loading calculated on the rate of wage prescribed in clause 15—Minimum rates. Annual leave loading is payable on leave accrued.

(b) The loading is as follows:

(i) **Day work**

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

(ii) **Shiftwork**

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

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

#### 22.4 Annual leave in advance

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

NOTE: An example of the type of agreement required by clause 22.4 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 22.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.4, 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.

#### 22.5 Requirement to take leave during close-down

Issue remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [247].

An employer may require an employee to take annual leave by giving at least ~~four~~4 weeks' notice where such leave is required as part of a close-down of its operations.

#### 22.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 22.6 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.

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- (e) An agreement under clause 22.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 22.6 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.6.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.6.

NOTE 3: An example of the type of agreement required by clause 22.6 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

**22.7 Excessive leave accruals: general provision**

NOTE: Clauses 22.7 to 22.9 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 22.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 22.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**22.8 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.7(b) but agreement is not reached (including because the employee

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refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

- (b) However, a direction by the employer under [paragraph clause 22.8\(a\)](#):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.7, 22.8 or 22.9 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under [paragraph clause 22.8\(a\)](#) that is in effect.
- (d) An employee to whom a direction has been given under [paragraph clause 22.8\(a\)](#) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in [paragraph clause 22.8\(d\)](#) may result in the direction ceasing to have effect. See clause 22.8(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

**22.9 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 22.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under [paragraph clause 22.9\(a\)](#) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 22.8(a) that, when any other paid annual leave arrangements (whether made under clause 22.7, 22.8 or 22.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under [paragraph clause 22.9\(a\)](#) must not:



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- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.7, 22.8 or 22.9 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph clause~~ 22.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 22.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph clause~~ 22.9(a).

**23. Personal/carer's leave and compassionate leave**

**23.1** Personal/carer's leave and compassionate leave are provided for in the [NES](#). Casual employees are not entitled to paid personal/carer's leave or paid compassionate leave.

**23.2 Personal/carer's leave for casual employees**

- (a) Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.
- (b) A casual employee is entitled to be absent for a maximum of 48 hours. Any leave in excess of the 48 hours is to be by agreement with the employer.
- (c) Absence under ~~this~~ clause 23.2 is unpaid.

**24. Parental leave and related entitlements**

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

**25. Community service leave**

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

**26. Unpaid family and domestic violence leave**

Clause 26 inserted in accordance with [2019] FWCFB 5144 at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

**27. Public holidays**

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

**27.2 Payment for public holidays—other than veterinary surgeons**

- (a) Work on a public holiday or a substituted day must be paid for at 250% of the minimum hourly rate with a minimum payment of ~~four~~4 hours provided the employee is available to work ~~four~~4 hours.
- (b) Where both a public holiday and substitute day are worked, public holiday penalties are payable on one of those days at the election of the employee.

**27.3 Payment for public holidays—veterinary surgeons**

**(a) Public holiday rates**

- (i) Subject to clause 27.4, the rate for work performed on a public holiday for a full-time or part-time associates is **200%** of the minimum hourly rate.
- (ii) Where the normal roster of a part-time associate includes a public holiday, the associate is entitled to enjoyment of a public holiday without loss of pay or receive payment at the appropriate rate for working on it.
- (iii) Casual associates will be paid at **200%** of the minimum hourly rate. This provision does not apply to substitute days.

**(b) Christmas day falling on a Saturday or Sunday**

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

**27.4 Special provisions for associates who normally work on weekends**

- (a) ~~This e~~Clause 27.4 applies to full-time associates who do not regularly work a ~~five~~5-day Monday to Friday week, or part-time associates who work an

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average of ~~five~~5 days per week and regularly work on Saturday and/or Sunday.

- (b) Associates defined in clause 27.4(b) will not be disadvantaged if a prescribed public holiday falls on a day when they would not be working. The appropriate compensation is:
- (i) an alternative day off;
  - (ii) an additional one day of annual leave; or
  - (iii) an additional day's wages.
- (c) Where a public holiday falls on a Saturday or Sunday and is the subject of a substitution provision:
- (i) A full-time associate will either:
    - have the actual day off without loss of pay, and no additional entitlement to the substitute day;
    - if required to work on the actual day, be paid the normal rate of pay and be entitled to the substitute day, or if the substitute day falls on the associate's normal day off, an alternative day off;
    - if required to work on both the actual day and the substitute day, be paid at the normal rate of pay for the actual day and, for the substitute day receive either:
      - an alternative day off;
      - an additional day's annual leave; or
      - be paid for the substituted day at the public holiday rate.
  - (ii) A part-time associate will either:
    - have the actual day off without loss of pay, and no additional entitlement to the substitute day; or
    - if required to work the actual day, be paid at the normal rate of pay and be entitled to take an alternative day off, which may or may not be the prescribed substitute day, as a public holiday; or
    - receive payment at ordinary time rates for an additional day of equal length.
- (d) For the purpose of clause 27.4, an **alternative day off** means:
- (i) For full-time employees, an addition of one day to annual leave or an additional day's wages (7.6 hours); or
  - (ii) For part-time employees, the average number of hours rostered per day by the associate in the ~~four~~4 week cycle prior to the public holiday.

- (e) Full-time associates who do not work a ~~five~~ 5 day week should be paid for the hours worked and 7.6 hours where a public holiday falls on a day they do not work.

#### 27.5 Part-day public holidays

For provisions relating to part-day public holidays see Schedule H—Part-day Public Holidays.

### Part 7—Consultation and Dispute Resolution

#### 28. Consultation about major workplace change

Clause 28 substituted in accordance with [2019] FWCFB 5409 at [95] and PR711488

28.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

28.2 For the purposes of the discussion under clause 28.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

28.3 Clause 28.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

28.4 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 28.1(b).

28.5 In clause 28 **significant effects**, on employees, includes any of the following:

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- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

28.6 Where this award makes provision for alteration of any of the matters defined at clause 28.5, such alteration is taken not to have significant effect.

**29. Consultation about changes to rosters or hours of work**

Clause 29 inserted in accordance with [\[2019\] FWCFB 5409](#) at [95] and [PR711488](#)

29.1 Clause 29 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.

29.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

29.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 29.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

29.4 The employer must consider any views given under clause 29.3(b).

29.5 Clause 29 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

**30. Dispute resolution**

Clause 30 substituted in accordance with [\[2019\] FWCFB 5409](#) at [95] and [PR711488](#)

30.1 Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

- 30.2 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.
- 30.3 If the dispute is not resolved through discussion as mentioned in clause 30.2, 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.
- 30.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.
- 30.5 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.
- 30.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 30.7 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 30.
- 30.8 While procedures are being followed under clause 30 in relation to a dispute:
- (a) work must continue in accordance with this award and the Act; and
  - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 30.9 Clause 30.8 is subject to any applicable work health and safety legislation.

## Part 8—Termination of Employment and Redundancy

### 31. Termination of employment

Clause 31 substituted in accordance with [\[2019\] FWCFB 5409](#) at [95] and [PR711488](#)

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

#### 31.1 Notice of termination by an employee

- (a) Clause 31.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

<b><u>Column 1</u></b>	<b><u>Column 2</u></b>
<b><u>Employee’s period of continuous service with the employer at the end of the day the notice is given</u></b>	<b><u>Period of notice</u></b>
<u>Not more than 1 year</u>	<u>1 week</u>
<u>More than 1 year but not more than 3 years</u>	<u>2 weeks</u>
<u>More than 3 years but not more than 5 years</u>	<u>3 weeks</u>
<u>More than 5 years</u>	<u>4 weeks</u>

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

- (c) In clause 31.1(b) **continuous service** has the same meaning as in section 117 of the Act.
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 31.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 31.1(b), then no deduction can be made under clause 31.1(d).
- (f) Any deduction made under clause 31.1(d) must not be unreasonable in the circumstances.

**31.2 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 31.1(c) is to be taken at times that are convenient to the employee after consultation with the employer.

**32. Redundancy**

Clause 32 amended in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706900](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

**32.1 Transfer to lower paid duties on redundancy**

- (a) Clause 32.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:

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- (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
- (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 32.1(c).
- (c) If the employer acts as mentioned in clause 32.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

**32.2 Employee leaving during redundancy notice period**

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 32 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

**32.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 32.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 32.3(b).
- (d) An employee who fails to produce proof when required under clause 32.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 31.2.



## Schedule A—Classification Definitions

### Indicative tasks

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

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

### A.1 Animal care industry inspectors

#### A.1.1 Inspector Level 1

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

An inspector at this level can expect to move to an Inspector Level 2 after ~~six~~ 6 months from their commencement as an Inspector Level 1.

#### A.1.2 Inspector Level 2

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

#### A.1.3 Senior Inspector Level 3

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

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

#### A.2.1 Introductory level

An employee who has had no experience in this industry will initially be engaged at the introductory level until the employee has performed satisfactory service for a period not exceeding ~~three~~ 3 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.

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

**A.2.2 Level 1**

**Level of responsibility, skills and knowledge**

An employee at this level will:

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

*Indicative Tasks*

Typical activities at this level may include:

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

**A.2.3 Level 2**

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

**Level of responsibility, skills and knowledge**

An employee at this level will:

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

*Indicative Tasks*

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

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

**A.2.4 Level 3**

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

**Level of responsibility, skills and knowledge**

An employee at this level will:

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

*Indicative Tasks*

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

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

#### A.2.5 Level 4

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

##### *Indicative tasks*

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

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

#### A.2.6 Level 5—Practice manager

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

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

##### **Level of responsibility, skills and knowledge**

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

##### *Indicative Tasks*

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

- (a) overseeing human resources, stock control, clinical administration, bookkeeping and customer management;

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

### A.3 Veterinary surgeons

#### A.3.1 Level 1A

- (a) Level 1A is the commencement level for a graduate veterinary surgeon. The performance of normal duties (including those performed on-call) is subject to supervision by a more experienced veterinary surgeon. A Level 1A associate will progress to Level 1B no later than ~~six~~ 6 months after commencement. |
- (b) For the purposes of Schedule A.3.1, supervision does not require the more experienced veterinary surgeon to be present at all times. It means that the Level 1 associate has access to guidance and assistance on normal tasks. This could be in person, or by telephone, or some other suitable arranged communication (e.g. advice prior to performing task and feedback after the task is completed).

#### A.3.2 Level 1B

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

#### A.3.3 Level 2

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

#### A.3.4 Level 3

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

**A.3.5 Level 4**

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

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**Schedule B—Summary of Hourly Rates of Pay**

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

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

**B.1 Full-time and part-time employees**

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

Classification	Minimum hourly rate	Saturday after 1.00 pm		Sunday	Public holiday
		First 3 hours	After 3 hours		
		% of minimum hourly rate			
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Inspector Level 1	26.36	39.54	52.72	52.72	65.90
Inspector Level 2	27.81	41.72	55.62	55.62	69.53
Senior Inspector Level 3	30.04	45.06	60.08	60.08	75.10

Commented [FWC1]: See cl 15.1

Commented [FWC2]: Relevant percentage in cl 21.1.

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

Classification	Monday to Friday		Saturday	Sunday	Public holiday
	Morning shift <sup>1</sup> and afternoon shift <sup>2</sup>	Night shift <sup>3</sup>			
	% of minimum hourly rate				
	115%	130%	150%	200%	250%
	\$	\$	\$	\$	\$
Inspector Level 1	30.31	34.27	39.54	52.72	65.90
Inspector Level 2	31.98	36.15	41.72	55.62	69.53
Senior Inspector Level 3	34.55	39.05	45.06	60.08	75.10

Commented [FWC3]: See cl 15.1

Commented [FWC4]: Relevant percentage in clause 21.2 and 21.3.

<sup>1</sup> Morning shift means a shift that commences before 6.30 am.

<sup>2</sup> Afternoon shift means a shift that finishes after 8.00 pm.

<sup>3</sup> Night shift means a shift where the majority of hours occur between midnight and 8 am.

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**B.1.3 Animal care industry inspectors—overtime rates**

Classification	Monday to Saturday		Sunday – all day
	First 3 hours	After 3 hours	
	% of minimum hourly rate		
	150%	200%	200%
	\$	\$	\$
Inspector Level 1	39.54	52.72	52.72
Inspector Level 2	41.72	55.62	55.62
Senior Inspector Level 3	45.06	60.08	60.08

Commented [FWC5]: See cl 15.1

Commented [FWC6]: Relevant percentage in cl 20.1(b)

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

Classification	Minimum hourly rate	Saturday after 1.00 pm		Sunday	Public holiday
		First 3 hours	After 3 hours		
		% of minimum hourly rate			
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Introductory level	19.49	29.24	38.98	38.98	48.73
Level 1	20.06	30.09	40.12	40.12	50.15
Level 2	21.75	32.63	43.50	43.50	54.38
Level 3	22.70	34.05	45.40	45.40	56.75
Level 4	24.77	37.16	49.54	49.54	61.93
Level 5—Practice Manager	26.02	39.03	52.04	52.04	65.05

Commented [FWC7]: See cl 15.2

Commented [FWC8]: Relevant percentage in cl 21.1.

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

Classification	Monday to Friday		Saturday	Sunday	Public holiday
	Morning shift <sup>1</sup> and afternoon shift <sup>2</sup>	Night shift <sup>3</sup>			
	% of minimum hourly rate				
	115%	130%	150%	200%	250%
	\$	\$	\$	\$	\$
Introductory level	22.41	25.34	29.24	38.98	48.73
Level 1	23.07	26.08	30.09	40.12	50.15
Level 2	25.01	28.28	32.63	43.50	54.38
Level 3	26.11	29.51	34.05	45.40	56.75

Commented [FWC9]: See cl 15.2.

Commented [FWC10]: Relevant percentage in cl 21.2 and 21.3.



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Classification	Monday to Friday		Saturday	Sunday	Public holiday
	Morning shift <sup>1</sup> and afternoon shift <sup>2</sup>	Night shift <sup>3</sup>			
	% of minimum hourly rate				
	115%	130%	150%	200%	250%
	\$	\$	\$	\$	\$
Level 4	28.49	32.20	37.16	49.54	61.93
Level 5—Practice Manager	29.92	33.83	39.03	52.04	65.05

Commented [FWC9]: See cl 15.2.

Commented [FWC10]: Relevant percentage in cl 21.2 and 21.3.

<sup>1</sup> Morning shift means a shift that commences before 6.30 am.

<sup>2</sup> Afternoon shift means a shift that finishes after 8.00 pm.

<sup>3</sup> Night shift means a shift where the majority of hours occur between midnight and 8 am.

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

Classification	Monday to Saturday		Sunday – all day
	First 3 hours	After 3 hours	
	% of minimum hourly rate		
	150%	200%	200%
	\$	\$	\$
Introductory level	29.24	38.98	38.98
Level 1	30.09	40.12	40.12
Level 2	32.63	43.50	43.50
Level 3	34.05	45.40	45.40
Level 4	37.16	49.54	49.54
Level 5—Practice Manager	39.03	52.04	52.04

Commented [FWC11]: See cl 15.2.

Commented [FWC12]: Relevant percentage in cl 20.1(b)

**B.1.7 Veterinary surgeons—ordinary and penalty rates**

Classification	Minimum hourly rate	Public holiday <sup>1</sup>
	% of minimum hourly rate	
	100%	200%
	\$	\$
Level 1A	26.36	52.72
Level 1B	27.81	55.62
Level 2	30.04	60.08
Level 3	33.01	66.02
Level 4	37.28	74.56

Commented [FWC13]: See cl 15.3.

Commented [FWC14]: See cl 27.3.

<sup>1</sup> For full public holiday entitlement see clause 27—Public holidays.

## B.2 Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. The rates in the tables below dealing with overtime for casuals will not become operative until a decision is made in that matter and only to the extent that they are consistent with the decision.

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

Classification	Casual hourly rate	Saturday after 1.00 pm		Sunday	Public holiday
		First 3 hours	After 3 hours		
% of minimum hourly rate					
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$
Inspector Level 1	32.95	46.13	59.31	59.31	72.49
Inspector Level 2	34.76	48.67	62.57	62.57	76.48
Senior Inspector Level 3	37.55	52.57	67.59	67.59	82.61

Commented [FWC15]: Minimum hourly rate + 25% casual loading in cl 11.2.

Commented [FWC16]: Relevant percentage in cl 21.1.

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

Classification	Monday to Friday		Saturday	Sunday	Public holiday
	Morning shift <sup>1</sup> and afternoon shift <sup>2</sup>	Night shift <sup>3</sup>			
% of minimum hourly rate					
	140%	155%	175%	225%	275%
	\$	\$	\$	\$	\$
Inspector Level 1	36.90	40.86	46.13	59.31	72.49
Inspector Level 2	38.93	43.11	48.67	62.57	76.48
Senior Inspector Level 3	42.06	46.56	52.57	67.59	82.61

Commented [FWC17]: Relevant percentage in cl 21.2 and 21.3 + 25% casual loading in cl 11.2.

<sup>1</sup> Morning shift means a shift that commences before 6.30 am.

<sup>2</sup> Afternoon shift means a shift that finishes after 8.00 pm.

<sup>3</sup> Night shift means a shift where the majority of hours occur between midnight and 8 am.

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

Classification	Casual hourly rate	Saturday after 1.00 pm		Sunday	Public holiday
		First 3 hours	After 3 hours		
<b>% of minimum hourly rate</b>					
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$
Introductory level	24.36	34.11	43.85	43.85	53.60
Level 1	25.08	35.11	45.14	45.14	55.17
Level 2	27.19	38.06	48.94	48.94	59.81
Level 3	28.38	39.73	51.08	51.08	62.43
Level 4	30.96	43.35	55.73	55.73	68.12
Level 5—Practice Manager	32.53	45.54	58.55	58.55	71.56

Commented [FWC18]: Minimum hourly rate in cl 15.2 + 25% casual loading in cl 11.2.

Commented [FWC19]: Relevant percentage in cl 21.1.

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

Classification	Monday to Friday		Saturday	Sunday	Public holiday
	Morning shift <sup>1</sup> and afternoon shift <sup>2</sup>	Night shift <sup>3</sup>			
<b>% of minimum hourly rate</b>					
	140%	155%	175%	225%	275%
	\$	\$	\$	\$	\$
Introductory level	27.29	30.21	34.11	43.85	53.60
Level 1	28.08	31.09	35.11	45.14	55.17
Level 2	30.45	33.71	38.06	48.94	59.81
Level 3	31.78	35.19	39.73	51.08	62.43
Level 4	34.68	38.39	43.35	55.73	68.12
Level 5—Practice Manager	36.43	40.33	45.54	58.55	71.56

Commented [FWC20]: Relevant percentage in cl 21.2 and cl 21.3 + 25% casual loading in cl 11.2.

<sup>1</sup> **Morning shift** means a shift that commences before 6.30 am.

<sup>2</sup> **Afternoon shift** means a shift that finishes after 8.00 pm.

<sup>3</sup> **Night shift** means a shift where the majority of hours occur between midnight and 8.00 am.

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**B.2.5 Veterinary surgeons—casual and penalty rates**

Amended to correct an error in the column heading for public holidays.

In the exposure draft published 15 February 2019, the public holiday rates were correct and represented 225% of the minimum hourly rate (not 200%).

Classification	Casual hourly rate	Public holiday <sup>1</sup>
	% of minimum hourly rate	
	125%	<del>200%</del> 225%
	\$	\$
Level 1A	32.95	59.31
Level 1B	34.76	62.57
Level 2	37.55	67.59
Level 3	41.26	74.27
Level 4	46.60	83.88

<sup>1</sup>For full public holiday entitlement see clause 27—Public holidays

Commented [FWC21]: Minimum hourly rate + 25% casual loading in cl 11.2.

Commented [FWC22]: Relevant percentage in cl 27.3 + 25% casual loading in cl 11.2

**Schedule C—Summary of Monetary Allowances**

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

See clause 16—Allowances for full details of allowances payable under this award.

**C.1 Wage-related allowances**

**C.1.1** The wage-related allowances in this award are based on the standard rate as defined in ~~Schedule G clause 2~~—Definitions as the minimum weekly rate for a Level 3 in clause 15.2 = **\$862.50**.

Allowance	Clause	% of standard rate <b>\$862.50</b>	<b>\$-per each 24-hour period or part thereof unless stated otherwise</b>	<u>Payable</u>
<b>Veterinary surgeons</b>				
On-call duty allowance	16.2(a)	5.06	43.64 <del>per each period of duty</del>	<u>per each period of duty</u>
<b>Other than veterinary surgeons</b>				
Broken shift allowance	16.1(a)	1.60	13.80 <del>per shift</del>	<u>per shift</u>
First aid allowance	16.1(b)	1.96	16.91 <del>per week</del>	<u>per week</u>
<b>On-call allowance:</b>	16.1(c)			
Monday to Friday		2.07	17.85	<u>per each 24 hour period or part thereof</u>
Saturday		3.11	26.82	<u>per each 24 hour period or part thereof</u>
Sunday, public holiday or off duty day		3.62	31.22	<u>per each 24 hour period or part thereof</u>

**C.1.2 Adjustment of wage-related allowances**

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

**C.2 Expense-related allowances**

**C.2.1** The following expense-related allowances will be payable to employees in accordance with clauses 16.4 and 16.3:

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Allowance	Clause	\$	Payable
<b>Other than veterinary surgeons</b>			
Meal allowance—overtime for more than one and a half hours without prescribed notice:	16.4(a)		
First meal		11.99 <del>per occasion</del>	<u>per occasion</u>
Second and subsequent meal/s		10.30 <del>per occasion</del>	<u>per occasion</u>
<b>All employees</b>			
Clothing and laundry allowance	16.3(a)	6.51 <del>per week</del>	<u>per week</u>
Vehicle/travel allowance:	16.3(b)		
Motor vehicle		0.78 <del>per km</del>	<u>per km</u>
Motorcycle		0.26 <del>per km</del>	<u>per km</u>

**C.2.2 Adjustment of expense-related allowances**

- (a) At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

## Schedule D—Supported Wage System

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

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

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

- D.4.2** Provided that the minimum amount payable must be not less than \$87 per week.
- D.4.3** Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.
- D.5 Assessment of capacity**
- D.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- D.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).
- D.6 Lodgement of SWS wage assessment agreement**
- D.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
- D.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.
- D.7 Review of assessment**
- The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.



**D.8 Other terms and conditions of employment**

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

**D.9 Workplace adjustment**

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

**D.10 Trial period**

**D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding ~~four~~ 4 weeks) may be needed. |

**D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

**D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

**D.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

**Schedule E—Agreement for Time Off Instead of Payment for Overtime**

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:**

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

**The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.**

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

### Schedule F—Agreement to Take Annual Leave in Advance

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

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

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

**I agree that:**

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

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

**Schedule G—Agreement to Cash Out Annual Leave**

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

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

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

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

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule H—Part-day Public Holidays

- H.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- H.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause H.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
  - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause H.2(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.
- H.3** This schedule is not intended to detract from or supplement the [NES](#).