

Animal Care and Veterinary Services Award 2010

The above award was first made on 4 December 2009 [[PR991085](#)]

NOTE: Transitional provisions may apply to certain clauses – see [clause 2](#) and [Schedule A](#)

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Part 1—Application and Operation

1. Title

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

2. Commencement and transitional

2.1 This award commences on 1 January 2010.

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

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

2.4 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, Fair Work Australia may make any order it considers appropriate to remedy the situation.

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

2.6 Fair Work Australia may review the transitional arrangements:

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

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

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

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

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

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

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

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

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

employee means a national system employee as defined in sections [13](#) and [30C](#) of the Act

employer means a national system employer as defined in sections [14](#) and [30D](#) of the Act

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

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

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

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

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

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

other than veterinary surgeons refers to employees within the classification structures prescribed in clauses B.2 and B.3

permanent associate means an associate other than a casual associate

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

residency means the structured training program for a resident

standard rate means the minimum weekly rate for a Level 3 in clause 14.2

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

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

veterinary surgery industry means private veterinary surgery practices

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

4. Coverage

- 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 B—Classifications to the exclusion of any other modern award. The award does not cover employers in the following industries:

- (a) *Amusement, Events and Recreation Award 2010*;
- (b) *Food, Beverage and Tobacco Manufacturing Award 2010*;
- (c) *Horse and Greyhound Training Award 2010*; and
- (d) *Pastoral Award 2010*.

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

- 4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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

- 4.5 This award covers any employer which supplies labour on an on-hire basis in the industries set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the

performance of work for a business in those industries. This subclause operates subject to the exclusions from coverage in this award.

- 4.6** This award covers employers which provide group training services for trainees engaged in the industries and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 4.7** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Award flexibility

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3** The agreement between the employer and the individual employee must:

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- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

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

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

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

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

7.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

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

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

- 9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 9.3** The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

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

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

10.2 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.

10.3 Full-time employment

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

10.4 Part-time employment

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

10.5 Casual employment

- (a) A casual employee is an employee engaged and paid as such.
- (b) A casual employee must be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus 25%. This loading is paid

instead of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the NES.

- (c) Casual employees are entitled to a minimum payment of three hours' work at the appropriate rate.

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Instead of the notice period provided for in s.117(3)(a) of the Act, in order to terminate the employment of a veterinary surgeon the employer must give the employee one month's notice.

11.3 Notice of termination by an employee

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

11.4 Job search entitlement

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

12. Redundancy

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

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

12.3 Employee leaving during notice period

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

12.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.4.

12.5 Transitional provisions

- (a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.5 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

13. Classifications

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

14. Minimum wages

14.1 Veterinary surgeons

Classification	Minimum annual salary	Minimum hourly rate
	\$	\$
Level 1A	38 721	19.59
Level 1B	40 925	20.71
Level 2	44 324	22.43
Level 3	48 829	24.71
Level 4	55 330	28.00

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

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

Classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Introductory level	543.90	14.31
Level 1	560.50	14.75
Level 2	610.00	16.05
Level 3	637.60	16.78
Level 4	698.20	18.37
Level 5—Practice manager	734.90	19.34

14.3 Animal care industry inspectors

Classification	Minimum annual salary	Minimum hourly rate
	\$	\$
Inspector Level 1	38 721	19.59
Inspector Level 2	40 925	20.71
Senior Inspector Level 3	44 324	22.43

15. Juniors

15.1 Junior employees must be paid the following percentage of the appropriate wage rate in clause 14—Minimum wages.

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

15.2 Supported wage system

See Schedule C

15.3 National training wage

See Schedule D

16. Allowances

16.1 Veterinary surgeons

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

(b) On call duty

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

- (i)** Should an associate perform active on call duty, the associate will be paid at no less than the relevant hourly rate for such duty.
- (ii)** By agreement, on call remuneration can be compensated by one or a combination of the following:

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- payment;
- time off instead of payment at the employee's ordinary rate on an hour for hour basis; and
- an annual allowance not less than what otherwise would have been payable but for clause 16.1(b).

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

(c) **Higher duties allowance**

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

16.2 **Other than veterinary surgeons**

The following clauses apply to employees other than veterinary surgeons:

(a) **Meal allowance**

An employee who is:

- (i) required to work overtime for more than one and a half hours; and
- (ii) is not notified prior to the completion of work on the previous day that they will be required to work such overtime, must be paid \$9.01 for the first meal, and \$7.75 for the second meal and each subsequent meal for each period of four hours overtime worked.
- (iii) The provisions of clause 16.2(a) do not apply:
 - if the employer provides the employee with a substantial meal on each occasion; or
 - in relation to the allowance for second and subsequent meals, if the employer advised the employee on the previous day or earlier that the amount of overtime to be worked will require a second or subsequent meal.
- (iv) If an employee provides a meal, or meals, on the basis that they have been given notice to work overtime and the employee is then not required to work overtime or is required to work less than the amount advised, they must be paid the allowances as prescribed in clause 16.2(a)(ii) for surplus meals which they have provided.

(b) **Broken shift allowance**

Where an employee is required to carry out their ordinary hours of duty in more than one shift, the employee will be paid 1.60% of the standard rate, per shift so worked.

(c) Higher duties allowance

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

(d) First aid

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

(e) On call

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

- (i)** 2.07% of the standard rate for each 24 hour period or part thereof when the on call period is between rostered shifts of ordinary hours Monday to Friday inclusive.
- (ii)** 3.11% of the standard rate for each 24 hour period or part thereof when the on call period is on a Saturday.
- (iii)** 3.62% of the standard rate for each 24 hour period or part thereof when the on call period is on a Sunday, public holiday or a day when the employee is rostered off duty.

16.3 All employees

(a) Clothing and laundry allowance

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

(b) Vehicle/travel allowance

- (i)** Where travel is required in the performance of duties, the employer must meet all reasonable expenses.
- (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**—\$0.74 per kilometre; or
 - **motorcycle**—\$0.25 per kilometre.

- (iii) The employer must pay all expenses including registration, running and maintenance where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties.

16.4 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

17. District allowances

17.1 Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

17.2 Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

17.3 This clause ceases to operate on 31 December 2014.

18. Accident pay

18.1 Subject to clause 18.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

18.2 The employee's entitlement to accident pay under the notional agreement preserving a State award or the award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

18.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

18.4 This clause ceases to operate on 31 December 2014.

19. Professional development and indemnity (veterinary surgeons only)

19.1 This clause applies only to veterinary surgeons.

19.2 Residency/internship

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

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- 19.3** 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.
- 19.4** 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.
- 19.5** 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.).
- 19.6** 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.
- 19.7** 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.

20. Payment of wages

20.1 Frequency of payment

Frequency of payment of wages options are as follows:

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

20.2 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.

20.3 Day off coinciding with payday

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

21. Superannuation

21.1 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.

21.2 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.

21.3 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 21.2.
- (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 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

21.4 Superannuation fund

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

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

- (e) Sunsuper;
- (f) AustSafe Super;
- (g) GuildSuper;
- (h) Westscheme; or
- (i) 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.

Part 5—Hours of Work and Related Matters

22. Ordinary hours of work and rostering

22.1 Weekly hours of work

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

22.2 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. The spread of hours may be altered by agreement between the employer and the individual employee.

22.3 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 should be published at least one month in advance. All annual holiday and public holiday rosters should be published at least two months in advance.
- (c) Associates, other than casuals, should receive a minimum of three full days off per fortnight. Days off and time off instead will accumulate if not given. However, if these days are not used within six weeks they must be paid out at the associate's ordinary rate of pay.

23. Breaks

23.1 Meal break

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

23.2 Rest break

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

24. Overtime rates and penalties

24.1 Veterinary surgeons

- (a) Employers will compensate for time worked in addition to 38 hours per week, excepting 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) Associates may, by agreement with their employer, receive an annual allowance instead of some or all of the amounts otherwise payable under clause 24.1(a) provided that the allowance, plus any other payments for extra hours, calculated over a calendar year, are not less than would otherwise have been payable but for clause 24.1(a).
- (c) Agreements under this clause must be recorded in writing.

24.2 Other than veterinary surgeons

- (a) Except where performing shiftwork, the following penalty rates apply:
 - (i) ordinary hours performed after 1.00 pm on a Saturday must be paid at the rate of time and a half for the first three hours and double time thereafter;
 - (ii) ordinary hours performed on a Sunday must be paid at the rate of double time for all hours of work; and
 - (iii) ordinary hours performed on a public holiday must be paid at the rate of double time and a half for all hours of work.

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- (b) Except where performing work in accordance with the shiftwork provisions, all work performed outside the ordinary hours will be paid at the rate of:
 - (i) time and a half for the first three hours and double time thereafter;
 - (ii) overtime worked on a Sunday will be paid for at the rate of double time, with a minimum payment of three hours provided the employee is ready, willing and available to work such overtime.
- (c) In computing overtime, each day's work stands alone.

24.3 Return to duty (other than veterinary surgeons)

Where an employee is required to return to duty after the usual finishing hour of work for that day, the employee must be paid at the appropriate overtime rate and must receive a minimum payment as for three hours' work. Provided that this clause does not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

24.4 Time off instead of payment for overtime

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

24.5 Make-up time

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

25. Shiftwork (other than veterinary surgeons)

25.1 Where an employee is engaged on shiftwork, the following penalties apply to ordinary hours of work, as follows:

- (a) a 15% loading for a shift finishing after 8.00 pm;
- (b) a 30% loading for a shift where the majority of hours on the shift occur between the hours of midnight and 8.00 am; and
- (c) a 15% loading for a shift commencing at or before 6.30 am.

25.2 Shiftwork—overtime

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

25.3 Transfer to or from shiftwork

An employee may be transferred to or from shiftwork on 14 days' notice provided the employee has at least 10 hours off duty before commencing shiftwork. In default of such notice, the employee will be paid overtime rates for all work done outside previous ordinary working hours within 14 days of the time of notification of the change.

25.4 Work on Saturday, Sunday or public holiday

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

- (a) for all ordinary hours on a Saturday, at the rate of time and a half;
- (b) for all work on a Sunday, at the rate of double time; and
- (c) for all work on a public holiday, at the rate of double time and a half.

Part 6—Leave and Public Holidays

26. Annual leave

26.1 Annual leave is provided for in the NES.

26.2 Definition of shiftworker

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

26.3 Annual leave loading

- (a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 14—Minimum wages. Annual leave loading is payable on leave accrued.
- (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.

26.4 Paid leave in advance of accrued entitlement

An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

26.5 Requirement to take leave notwithstanding terms of the NES

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

27. Personal/carer's leave and compassionate leave

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

27.2 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) Such leave is unpaid. A maximum of 48 hours absence is allowed by right with additional absence by agreement.

28. Community service leave

Community service leave is provided for in the NES.

29. Public holidays

29.1 Public holidays are provided for in the NES.

29.2 Veterinary surgeons

- (a) **Full-time associates** who do not regularly work a five day, Monday to Friday week will not be disadvantaged by the fact that a prescribed public holiday falls upon a day when the associate would not be working. The appropriate compensation is:
 - (i) an alternative day off;
 - (ii) an additional one day of annual leave; or

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- (iii) an additional day's wages.
- (b) Where a full-time associate normally works on Saturdays and/or Sundays and a public holiday falls on the weekend and is the subject of a substitution provision, the associate will either:
 - (i) have the actual day off without loss of pay, with no additional entitlement to the substitute day; or
 - (ii) if required to work on the actual day, be paid the normal Saturday or Sunday rate and be entitled to the substitute day, or if the substitute day falls on the associate's normal day off, an alternative day off.
- (c) If required to work on both the actual day and the substitute day be paid the normal Saturday and Sunday rate for work on the actual day and in recognition of the work performed on the substitute day receive either:
 - (i) an alternative day off; or
 - (ii) an addition of one day to annual leave; or
 - (iii) payment of public holidays rates for the day's work.
- (d) For the purpose of this clause, an **alternative day off** means an addition of one day to annual leave or an additional day's wages (7.6 hours).
- (e) Full-time associates who do not work a five day week should get the hours that they work and 7.6 hours where a public holiday falls on a day they do not work.
- (f) **Part-time associates**
 - (i) Where the normal roster of a part-time associate includes a day which is a public holiday, the associate should either enjoy the public holiday without loss of pay or receive the appropriate public holiday rate for working on it.
 - (ii) Where a part-time associate normally works on Saturdays and/or Sundays and a public holiday falls on the weekend and is the subject of a substitution provision, the associate will either:
 - have the actual day off without loss of pay, with no additional entitlement to the substitute day; or
 - if required to work on the actual day, be paid at the normal Saturday or Sunday rate and be entitled to take another day, which may or may not be the prescribed substitute day, as a public holiday or receive payment at ordinary time rates for an additional day of equal length.
 - (iii) A part-time associate who works an average five days per week, but whose roster is not a regular Monday to Friday roster, will not be disadvantaged by the fact that a prescribed public holiday falls upon a day when the associate would not be working. The appropriate compensation is:
 - an alternative day off;

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- an addition of one day to annual leave; or
 - an additional day's wages.
- (g) For the purposes of this clause, **day off** means the average number of hours rostered per day by the associate in the four week cycle prior to the public holiday.
- (h) When Christmas day falls on a Saturday or Sunday:
- (i) 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.
 - (ii) The rate for work performed on public holidays is double time.
 - (iii) Casual associates will be paid at the rate of double time for all work performed on prescribed public holidays. This provision does not apply to substitute days.

29.3 Other than veterinary surgeons

Work on a public holiday or a substituted day must be paid at double time and a half. Where both a public holiday and substitute day are worked, public holiday penalties are payable on one of those days at the election of the employee. An employee required to work on a public holiday is entitled to not less than four hours pay at penalty rates provided the employee is available to work for four hours.

Schedule A—Transitional Provisions

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

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A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

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A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

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

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

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classifications

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.

B.1 Veterinary surgeons

B.1.1 Level 1A

- (a) Level 1A is the commencement level for a graduate veterinary surgeon. The performance of normal duties (including those performed on call) are subject to supervision by a more experienced veterinary surgeon. A Level 1A associate will progress to Level 1B no later than six months after commencement.
- (b) For the purposes of Schedule B.1.1, supervision does not require the more experienced veterinary surgeon to be present at all times. It means that the Level 1 associate has access to guidance and assistance on normal tasks. This could be in person, or by telephone, or some other suitable arranged communication (e.g. advice prior to performing task and feedback after the task is completed).

B.1.2 Level 1B

- (a) A Level 1B associate still requires some supervision to perform normal duties. A competent Level 1B associate could expect to advance to Level 2 no later than two years after commencement.
- (b) Advancement to Level 2 could be earlier depending on whether the associate has developed skills quickly enough to perform the required duties attached to Level 2.
- (c) For the purposes of Schedule B.1.2, supervision does not require the more experienced veterinary surgeon to be present at all times. It means that the Level 1 associate has access to guidance and assistance on normal tasks. This could be in person, or by telephone, or some other suitable arranged communication (e.g. advice prior to performing task and feedback after the task is completed).

B.1.3 Level 2

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

B.1.4 Level 3

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

B.1.5 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.

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

B.2.1 Introductory level

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

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

B.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.

B.2.3 Level 2

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

Level of responsibility, skills and knowledge

An employee at this level will:

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

Indicative Tasks

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

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

B.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;

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- (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.

B.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.

B.2.6 Level 5—Practice manager

A Level 5 employee will:

- (a) posses a Diploma in Veterinary Nursing;
- (b) 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;
- (c) 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
- (d) reporting to management regarding accounts, staffing, legislative requirements and/or other company activities.

B.3 Animal care industry inspectors

B.3.1 Inspector Level 1

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

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

B.3.2 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.

B.3.3 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.

Schedule C—Supported Wage System

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

C.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

C.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.

C.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.

C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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

C.4.2 Provided that the minimum amount payable must be not less than \$71 per week.

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

C.5 Assessment of capacity

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

C.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.

C.6 Lodgement of SWS wage assessment agreement

C.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 Fair Work Australia.

C.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 Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.

C.7 Review of assessment

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

C.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.

C.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.

C.10 Trial period

- C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- C.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.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$71 per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.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 C.5.

Schedule D—National Training Wage

D.1 Title

This is the *National Training Wage Schedule*.

D.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

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

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

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

year 10 includes any year before Year 10

D.3 Coverage

- D.3.1** Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.3.4 of this schedule.
- D.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- D.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- D.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- D.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

D.5 Minimum Wages

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	245.00	270.00	323.00
Plus 1 year out of school	270.00	323.00	375.00
Plus 2 years out of school	323.00	375.00	437.00
Plus 3 years out of school	375.00	437.00	500.00
Plus 4 years out of school	437.00	500.00	
Plus 5 or more years out of school	500.00		

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	245.00	270.00	313.00
Plus 1 year out of school	270.00	313.00	360.00
Plus 2 years out of school	313.00	360.00	423.00
Plus 3 years out of school	360.00	423.00	482.00
Plus 4 years out of school	423.00	482.00	
Plus 5 or more years out of school	482.00		

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	245.00	270.00	312.00
Plus 1 year out of school	270.00	312.00	351.00
Plus 2 years out of school	312.00	351.00	392.00
Plus 3 years out of school	351.00	392.00	437.00
Plus 4 years out of school	392.00	437.00	
Plus 5 or more years out of school	437.00		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	519.00	539.00
Wage Level B	500.00	519.00
Wage Level C	454.00	471.00

D.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.06	8.88	10.63
Plus 1 year out of school	8.88	10.63	12.34
Plus 2 years out of school	10.63	12.34	14.38
Plus 3 years out of school	12.34	14.38	16.45
Plus 4 years out of school	14.38	16.45	
Plus 5 or more years out of school	16.45		

(b) Wage Level B

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.06	8.88	10.30
Plus 1 year out of school	8.88	10.30	11.84
Plus 2 years out of school	10.30	11.84	13.91
Plus 3 years out of school	11.84	13.91	15.86
Plus 4 years out of school	13.91	15.86	
Plus 5 or more years out of school	15.86		

(c) Wage Level C

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.06	8.88	10.26
Plus 1 year out of school	8.88	10.26	11.55
Plus 2 years out of school	10.26	11.55	12.89
Plus 3 years out of school	11.55	12.89	14.38

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 4 years out of school	12.89	14.38	
Plus 5 or more years out of school	14.38		

(d) School-based traineeships

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
8.06	8.88

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	17.07	17.73
Wage Level B	16.45	17.07
Wage Level C	14.93	15.49

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

D.5.3 Other minimum wage provisions

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

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- D.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- D.6.4** Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

Appendix D1: Allocation of Traineeships to Wage Levels

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

D1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I
	II
	III
Beauty	III
Business Services	I
	II
	III
Chemical, Hydrocarbons and Refining	I
	II
	III
Civil Construction	III
Coal Training Package	II
	III
Community Services	II
	III
Construction, Plumbing and Services Integrated Framework	I
	II
	III
Correctional Services	II
	III
Drilling	II
	III
Electricity Supply Industry—Generation Sector	II
	III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I
	II
	III (in Western Australia only)
Financial Services	I
	II
	III
Floristry	III
Food Processing Industry	III

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Training package	AQF certificate level
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

D1.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I

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Training package	AQF certificate level
	II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

D1.3 Wage Level B

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