



SUBMISSION ON BEHALF OF THE AUSTRALIAN FEDERATION OF
EMPLOYERS AND INDUSTRIES (AFEI)

AM2008/82

AWARD MODERNISATION

AFEI
Australian Federation of
Employers & Industries

BEFORE THE AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION
AWARD MODERNISATION

**MATTERS NO. AM2008/82 – INDUSTRIES NOT OTHERWISE
ASSIGNED – ANIMAL CARE AND VETERINARY SERVICES**

1. AFEI has earlier provided written and oral submissions to the Commission concerning AM 2008/82.
2. At the pre-drafting consultations on the 11 August 2009, the Veterinary Nurses Council of Australia (VNCA) indicated that it intended to provide further material concerning a proposed classification structure.
3. Since the pre-drafting consultations in Melbourne, AFEI has consulted with the VNCA and Australian Veterinary Association (AVA) in regard to a classification structure and other matters.
4. As a result of these consultations, AFEI have filed an amended draft award which we understand reflects agreement between the VNCA, the AVA and AFEI.
5. The modifications to the proposed classification structure have been amended to better reflect the tasks performed veterinary assistants and veterinary nurses and reflect the draft Animal Care and Management Training Package (RUV04). We note that this training package is yet to be finalised, however we submit that the changes to the indicative tasks that have been adapted from this package are contemporary and appropriate for veterinary nurses and assistants.

6. The other notable change to the AFEI draft award concerns the terms and conditions relating to residency and internships based on the Federal Veterinary Surgeons Award Veterinary Surgeons, taking account of these issues raised by APESMA at the consultations.
7. We note that one point of contention arising out of the consultations concerns the issue of coverage. As indicated in earlier submissions the AFEI draft award was intended to cover all the key operational employees in a veterinary practice, while some parties have urged the Commission to include coverage of the animal care and welfare sector.
8. AFEI submits that if the Commission's modern award includes coverage of the animal care and welfare sector as well as veterinary practices such award should be based on the amended AFEI draft, reflecting an agreed position between the AVNA, the AVA and AFEI.
9. AFEI notes that the LHMU has filed a draft award titled "Animal Care (Welfare and Veterinary Attendants) General Award 2010" (the LHMU Draft Award) which was not available at the time of the 11 August 2009 consultations. The LHMU Draft Award appears to be primarily modelled on the Veterinary Assistants and Animal Attendants (Victoria) Interim Award 2000 ("the VIC Assistants Award"), which only has application in Victoria.
10. AFEI submits that the classification structure in the VIC Assistants Award (and the LHMU draft award) is outdated and does not reflect the current practice of the veterinary services industry. We understand, for example the AVA no longer issues a "certificate of competency" to the person who had completed a formal qualification recognised by a registered training organisation. It is no longer appropriate to define a qualified Animal Nurse based on this "certificate of competency". We submit that the classification structure in the AFEI Draft Award is contemporary and appropriate.

11. We note that whilst most terms and conditions in the LHMU draft award appear to reflect the VIC Assistants Award, there are some notable departures from that award, for example:

- Clause 15.10: Bicycle allowance – appears only in the NSW NAPSA's and it is not appropriate in a modern award;
- Clause 25.5: Absence from work – The LHMU have included a provision which would require an employer to make superannuation contributions whilst an employee is on workers compensation up to a maximum of 52 weeks. This is not a common feature of the current NAPSA's and awards in the industry and should not be adopted in a modern award.

12. We submit that the AFEI Draft Award is an appropriate basis for a modern award.

4 September 2009

Veterinary Services Award 2010 (MA0000XX)

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Part 1—Application and Operation of Award

1. Title

This award is the *Veterinary Services Award 2010*.

2. Commencement date

This award commences on 1 January 2010.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (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.

Associate means a Veterinary Surgeon who is employed on a permanent or casual basis

Associate’s Ordinary Rate of Pay means the remuneration for the Associate’s normal weekly rostered hours of work, calculated at the ordinary rate of pay being the award rate and any over-award rate. It does not include any payment made to an Associate pursuant to clause 18.2 – On Call Duty

Commission means the Australian Industrial Relations Commission or its successor

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

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.

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards

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.

Other than veterinary surgeons refers to employees within the classification structure prescribed in A.2 of Schedule A,

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 wage for a Level 4 employee in clause 16.2

Veterinary Surgeon means a qualified Veterinary Surgeon who satisfies the statutory and professional requirements to practice in the state in which he/she is practicing (e.g. registration with the relevant State Veterinary Board).

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 with respect to their employees in Schedule A – Classifications who are employed in:

- (a) veterinary clinics;
- (b) veterinary surgeries; and
- (c) veterinary practices.

4.2 The award does not cover an employer bound by an enterprise award with respect to any employee who is covered by the enterprise award.

Without limiting the generality of the foregoing this award does not cover employers covered by the following awards with respect to employees covered by the awards:

- *Pastoral Award Award 2010;*
- *Horse and Greyhound Award 2010;*
- *Pet Food Manufacturing Award 2010;*
- *Amusements, Events and Recreation Award 2010*

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:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.

7.4 For the purposes of clause 7.3 the agreement will be taken not to disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:

- (a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and

- (b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

7.5 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 does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

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

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 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 representative, if any, the introduction of the changes referred to in clause 8.1, 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 the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Commission 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. Full-time employment

A full-time employee is an employee who is engaged to work the number of hours regarded as the full-time hours at the particular workplace. The full-time hours must be 38 or less per week.

11. Part-time employment

- 11.1** A part-time employee is an employee who is engaged to perform less than the full-time hours on a permanent basis
- 11.2** Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees.

12. Casual employment

- 12.1** A casual employee is an employee engaged as such.
- 12.2** A casual employee must be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus 25%. This loading is in lieu of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the NES.
- 12.3** Casual employees are entitled to a minimum payment of three hours' work at the appropriate rate.

13. Termination of employment

- 13.1** Notice of termination is provided for in the NES.
- 13.2** **Notice of termination by an employee**

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

13.3 Job search entitlement

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

14. Redundancy

14.1 Redundancy pay is provided for in the NES.

14.2 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.

14.3 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.

14.4 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 13.3

14.5 Transitional provisions

- (a) Subject to clause 14.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
 - (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 made under the Act 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 NAPSA 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) This clause ceases to operate on 31 December 2014.

Part 4—Minimum Wages, Classifications and Related Matters

15. Classifications

- 15.1** All employees covered by this award must be classified according to the structure set out in Schedule A and paid the minimum wage in clause 16. Employers must advise their employees in writing of their classification and of any changes to their classification.
- 15.2** 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.

16. Minimum wages

16.1 Veterinary Surgeons

Classification	Minimum Annual Salary \$ per annum	Minimum Hourly Rate \$ per hour
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

16.2 Veterinary Nurses and Assistants

Classification	Minimum Weekly Rate \$ per week	Minimum Hourly Rate \$ per hour
Level 1	543.78	14.31
Level 2	560.50	14.75
Level 3	594.70	15.65
Level 4	637.64	16.78

17. Juniors

Junior employees must be paid the following percentage of the appropriate wage rate in clause 16

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

18. Allowances

18.1 Veterinary Surgeons

The following provisions apply only to Veterinary Surgeons (as defined):

(a) Communication Systems

Where an Employer requires an Associate to use a communication system, the Employer shall reimburse the Associate for the cost of purchasing such equipment, unless the Employer elects to provide the system. The Employer shall provide an allowance to meet the system's running costs for practice usage.

Where an Associate is required to perform On-Call Duty, a communication system shall be provided in accordance with the preceding paragraph so that the Associate is able to remain available without being restricted to one location, provided such location is:

- (i)** Within effective communication zones at all times; and
- (ii)** Within reasonable access to the practice location.

(b) On-call Duty

Where an Associate is required to be On-Call a minimum amount of \$32.25 will be paid for each period of such duty. If continuous On-Call Duty is required, a new period of such duty shall be deemed to commence each 24 hours.

- (i) Should an Associate perform Active On-Call Duty, the amount payable under this clause will be increased to at least 50% of the professional fee charged for the work undertaken whilst On-Call. “Professional fee” includes at least the total fee charged for consultations, surgery time and/or the procedure rate.
- (ii) By agreement On-Call remuneration can be compensated by one or a combination of the following:
 - payment
 - time in lieu on single time rate equivalent to the amount earned under this clause
 - an annual allowance not less than what otherwise would have been payable but for this sub-clause
- (iii) Agreements under this clause must be recorded in writing and kept as part of the time and wages records kept by the Employer pursuant to [Insert Provision of FW Act](#).

(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 shall receive an allowance at the level necessary to increase the salary received to the minimum award salary for the higher classification of duties for the period for which those duties were performed.

18.2 Other than Veterinary Surgeons

The following clauses shall 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 he or she 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 subclause 18.2(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 he or she has 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, he or she must be paid allowances as prescribed in subclause 18.2(a) for surplus meals which he or she has 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 shall be paid \$10.17 per shift so worked.

(c) Higher duties

An employee engaged for more than two hours in any day or shift on duties carrying a higher rate than the ordinary classification shall be paid the higher rate for such day or shift.

Any employee who is required to perform work temporarily for which a lower rate is paid shall not suffer any reduction in wages whilst so employed; provided that any work of less than one week's duration shall be deemed to be temporary.

(d) First Aid

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 shall be paid an additional amount of \$12.52 per week.

(e) On-call

Employees rostered to be On-call shall receive an additional amount as follows:

- (i) \$13.19 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) \$19.81 for each 24 hour period or part thereof when the On-call period is on a Saturday.
- (iii) \$23.10 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

18.3 All employees

(a) Clothing and laundry allowance

Where the Employer requires a uniform to be worn, the Employer shall 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 Associate that the Employer shall provide and launder such clothing. In these circumstances the allowances provided herein shall not be payable and the clothing remains the property of the Employer.

(b) ~~Higher duties allowance~~ Travelling

- (i) Where travel is required in the performance of duties, the Employer shall meet all reasonable expenses
- (ii) An employee required by the employer to use the employee's motor vehicle in the performance of duties must be paid the following allowances:
 - **Motor cars**
\$0.74 per kilometre with a maximum payment as for 400 kilometres per week.
 - **Motorcycles**
25 cents per kilometre with a maximum payment as for 400 kilometres per week.
- (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.
- (iv) Nothing in this clause shall prevent the Employer and an Associate from agreeing to provide equivalent or greater compensation to the Associate through means other than the direct payment of allowances, such as salary packaging;
- (v) Agreements under subclause 19.4(c) must be recorded in writing and kept as part of the time and wages record kept by the Employer pursuant to (insert relevant part of FW Act)

18.4 District allowances

(a) **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):

- (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 made under that Act had applied to the employee; and
- (ii) That would have entitled the employee to payment of a district allowance.

(b) Western Australia

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

- (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 made under that Act had applied to the employee; and
- (ii) That would have entitled the employee to payment of a district allowance.

(c) This clause ceases to operate on 31 December 2014.

18.5 Adjustment of expense related allowances

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

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

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

19. Accident make-up pay

Except in relation to clause 19.8 this clause only applies in Victoria and ceases to apply on 31 December 2014.

19.1 Accident pay

Where an employee becomes entitled to weekly compensation payments pursuant to the *Accident Compensation Act 1985* (the AC Act), the employer will pay to the employee an amount equivalent to the difference between:

- (a) the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and
- (b) to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks;

19.2 Accident pay will not apply:

- (a) in respect of any injury during the first five normal working days of incapacity;

- (b) to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks;
- (c) where in accordance with the AC Act a medical practitioner provides information to an employer of an employee's fitness for work or specifies work for which an employee has a capacity and such work is made available by an employer but not commenced by an employee.

19.3 Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration will not be subject to the accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

19.4 The maximum period or aggregate of periods of accident pay to be made by an employer must be a total of 26 weeks for any one injury.

19.5 Where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the AC Act, such reduction will not render the employer liable to increase the amount of accident pay in respect of that injury.

19.6 Entitlement to accident pay ceases on termination of the employee's employment, except where such termination:

- (a) is by the employer other than for reason of the employee's serious and/or wilful misconduct; or
- (b) arises from a declaration of bankruptcy or liquidation of the employer, in which case the employee's entitlement in the absence of agreement will be referred to the Australian Industrial Relations Commission to determine.

19.7 An employee on engagement may be required to declare all workers' compensation claims made in the previous five years, and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay under this clause.

19.8 Subject to clause 19.9 an employee is entitled to accident pay in accordance with the terms of:

- (a) A NAPSA 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 the time been in their current circumstances of employment and had no agreement made under the *Workplace Relations Act 1996* (Cth) 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.

- 19.9** The employee’s entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee’s entitlement to accident pay, if any, under any other instrument.
- 19.10** This clause does not operate to diminish an employee’s entitlement to accident pay under any other instrument.

20. Professional Development & Indemnity (Veterinary Surgeons only)

- 20.1** This clause applies only to veterinary surgeons.

20.2 Residency/Internships

- (a)** A Veterinary Surgeon undertaking a program of Residency or Internship shall receive payment, in accordance with this award for required practice duties.
- (b)** At the commencement of the Residency/Internship an agreement shall be entered into which includes clarification of the following matters:
- the goals of the program and the expectations of both parties
 - the time devoted to required practice duties and a mechanism to respond to additional requirements
 - the provision and type of structured training and supervision, and whether this includes formal teaching time (such as lectures and tutorials)
 - the access that the Resident/Intern will have to the practice for observation and study
- (c)** For the purposes of this clause “required practice duties” means the agreed clinical duties and responsibilities of an Intern or Resident, other than those agreed 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 part of the time and wages records kept by the Employer.
- (e)** The Employer shall pay their Associates 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 processing of such payment.

20.3 Professional Development

20.220.4 To facilitate skill acquisition and career progression, a permanent Associate is entitled to one week's paid study leave, at the Associate's Ordinary Rate of Pay, for each completed year of service.

20.320.5 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.

20.420.6 The Employer shall pay any course registration fees for agreed professional development activities. The Employer, at its discretion, may agree with Associate to pay for other expenses relating to these activities (travel, accommodation, etc).

20.520.7 Nothing in this clause shall prevent an Employer and an Associate from entering into an agreement to reimburse an Employer's payment for professional development activities should the Associate resign from employment within a year of such activity.

20.620.8 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 he/she is employed. All conference publications from paid courses remain the property of the Employer.

20.720.9 The Employer may pay a Permanent Associates Veterinary Board Registration fee, and/or the membership fee of the Australian Veterinary Association Ltd, when such fees become due.

20.820.10 On request, the Employer shall 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.

21. Supported wage system

See Schedule B.

22. National training wage

See Schedule C.

23. Payment of wages

23.1 Frequency of payment

Wages must be paid either:

- (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.

23.2 Method of payment

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

23.3 Day off coinciding with payday

- (a) 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 payday.

24. Superannuation

24.1 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, the superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

24.2 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.

24.3 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 24.2

- (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 24.3(a) or 24.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 24.3(a) or 24.3(b) was made.

24.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 24.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 24.2 and pay the amount authorised under clauses 24.3(a) or 24.3(b) to one of the following superannuation funds:

- (a) xxx
- (b) xxx
- (c) xxx
- (d) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

Part 5—Hours of Work and Related Matters

25. Hours of Work

25.1 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 shall not exceed 10 hours plus meal breaks.

25.2 Span of Hours – Day Work

- (a) The ordinary hours of work may be worked from 6.00am and 9.00pm 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.

25.3 Requirement to work reasonable additional hours

Subject to subclause 25.3(a) below, an employer may require an employee to work reasonable additional hours at the appropriate rate:

- (a) An employee may refuse to work overtime in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable having regard to:
 - (i) Any risk to the employee’s health and safety;
 - (ii) The employee’s personal circumstances including any family responsibilities;
 - (iii) The need of the workplace or enterprise;
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) Any other relevant matter.

25.4 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, shall 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. All Rosters should include a system of rotation agreed between all parties in order to ensure that working arrangements, Extra Hours of Duty, On-Call Duty and public holidays are fairly distributed. Once published, rosters should not be altered except by mutual agreement or in response to unforeseen events which materially affect the ability of the practice to meet commitments.
- (c) Permanent Associates should receive a minimum of three full days off per fortnight. Days off and time in lieu shall accumulate if not given. However, if these days are not used within six weeks they shall be paid out at the Associate’s Ordinary Rate of Pay.

26. Breaks

26.1 Meal break

Subject to the provisions of clause 28 –Shift-work of this award, 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.

26.2 Rest break

- (a) All employees (other than Associates) must receive, where practicable, a rest pause of 10 minutes duration after 4 hours work. Where the employee has performed 7.6 hours per day such employee will be entitled to two 10 minutes rest pauses. Such rest pauses shall be taken at such times so as not to interfere with continuity of work where continuity is necessary. Where there is agreement rest pauses can be combined

into one 20 minutes rest pause that will be taken at a time that will not interfere with the continuity of work.

- (b) Such rest intervals are to be counted as part of time worked.

27. Overtime rates and penalties

27.1 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:
- granting additional remuneration at a single time rate; or
 - granting time off in lieu on an hour for hour basis if agreed by the Associate.
- (b) Associates will be responsible for initiating claims for payment under this clause unless other mechanisms for payment are agreed between the Employer and the Associate.
- (c) Associates may, by agreement with their Employer, receive an annual allowance in lieu of some or all of the amounts otherwise payable under 27.1 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 this sub-clause.
- (d) Agreements under this clause must be recorded in writing and kept as part of the time and wages records kept by the Employer pursuant to (insert relevant part of FW Act)

27.2 Other than Veterinary Surgeons

- (a) Except where performing shift work in accordance with clause 28, the following penalty rates apply:
- ordinary hours performed after 2.00pm on a Saturday must be paid at the rate of time and a half for the first 3 hours and double time thereafter;
 - ordinary hours performed on a Sunday must be paid at the rate of double time for all hours of work;
 - ordinary hours performed on a public holiday must be paid at the rate of double time and a half for all hours of work;
- (b) Except where performing work in accordance with the shift work provisions, all work performed outside ordinary hours specified in clause 27.1 and clause 27.2 of this award will be paid at the rate of:
- time and one-half for the first three hours and double time thereafter;
 - overtime worked on a Sunday shall 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 shall stand alone.

27.3 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 overtime rates prescribed in clause 27.2 hereof but 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.

27.4 Time off in lieu of overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu 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 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.

27.5 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 the award.

28. Shift-work (other than Veterinary Surgeons)

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

- (a) A shift which finishes after 9.00 pm and at or before midnight, a penalty of 12.5%;
- (b) A shift which commences between midnight and 6am, a penalty of 15%.

28.2 Shiftwork—overtime

An employee engaged on shiftwork must be paid at overtime rates as provided for in clause 27.2 - Overtime instead of the shift loading in clause 28.1 if the shiftwork is performed outside ordinary hours or in excess of eight hours per shift.

28.3 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 shall be paid overtime rates for all work done outside previous ordinary working hours within 14 days of the time of notification of the change.

28.4 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 in lieu of the shift penalties provided in clause 28.1:

- For all ordinary hours on a Saturday at the rate of time and a half;
- For all work on a Sunday at the rate of double time;
- For all work on a public holiday at the rate of double time and a half.

Part 6—Leave and Public Holidays

29. Annual leave

29.1 Annual leave is provided for in the NES.

29.2 Definition of Shift worker

- (a) For the purpose of the additional week of annual leave provided for in s.32(1)(b) of the NES, a “shift worker” is a seven-day shift worker 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.

29.3 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 16 of this award. Annual leave loading payment 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) Shift-work

Employees who would have worked on shift-work 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.

29.4 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.

29.5 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 in the following circumstances:

- (a) as part of a close-down of its operations; or
- (b) where more than eight weeks' leave is accrued.

29.6 Cashing out of annual leave

- (a) An employee and an employer can agree to cash out any accrued annual leave of the employee provided that does not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
- (b) Upon agreement being reached for cashing out of a particular amount of paid annual leave then that agreement must be recorded by a separate agreement in writing between the employer and the employee; and
- (c) The employee must be paid at least the full agreed amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.

30. Personal/carer's leave and compassionate leave

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

30.2 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.

31. Public holidays

31.1 Public holidays are provided for in the NES.

31.2 An employer and the employees may by agreement substitute another day for a public holiday.

31.3 Veterinary Surgeons

- (a) Full-Time Associates who do not regularly work a five-day, Monday-Friday week will not be disadvantaged by the fact that a prescribed holiday falls upon a day when the associate would not be working. The appropriate compensation is:
 - (i) An alternative day off; or
 - (ii) An additional of one day to annual leave; or
 - (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 shall 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 (as per subclause 20.5.1 above).
 - (iii) 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:
 - (iv) An alternative day off; or
 - (v) An addition of one day to annual leave; or
 - (vi) Payment of public holidays rates for the day's work.

For the purpose of this subclause an "alternative day off" means an addition of one day to annual leave or an additional days' wages shall mean 7.6 hours.
- (c) Full-time associates who do not work a five day week should get the hours that they work and 7.6 hours where holidays fall on days they do not work.
- (d) Part-Time Associates:
 - (i) Where the normal roster of a part-time associate includes a day which is a holiday the associate should either enjoy the 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 shall either:
 - (iii) Have the actual day off without loss of pay, with no additional entitlement to the substitute day; or

- (iv) 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 holiday or receive payment at ordinary-time rates for an additional day of equal length.
- (e) 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 holiday falls upon a day when the associate would not be working. The appropriate compensation is:
 - (i) An alternative day off; or
 - (ii) An addition of one day to annual leave; or
 - (iii) An additional day's wages.

For the purposes of this subclause "day off" means the average number of hours rostered per day by the associate in the four week cycle prior to the public holiday.

- (f) When Christmas Falls On A Saturday Or Sunday
 - (i) Permanent full-time and part-time associates required to work on 25 December shall receive the Saturday or Sunday rate (as appropriate) plus a loading of 50 per cent (of the ordinary time rate) and be entitled to the benefit of a substitute day.
- (g) The rate for work performed on public holidays is double time.
- (h) 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.

31.4 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.

32. Community service leave

Community service leave is provided for in the NES.

Schedule A—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 order to assist in the classification of employees when difficulties are experienced in assessment against the classification criteria alone. The Indicative Tasks should not be used in place of the classification criteria when classifying an employee.

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

A.1 Veterinary Surgeons

A.1.1 Level 1A

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 6 months after commencement.

For the purposes of this clause, "supervision" does not require the more experienced Veterinary Surgeon to be present at all times. It means that the Level 1 Associate has access to guidance and assistance on normal tasks. This could be in person, or by telephone, or some other suitable arranged communication (e.g. advice prior to performing task and feedback after the task is completed.)

A.1.2 Level 1B

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 2 years after commencement. 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.

For the purposes of this clause, "supervision" does not require the more experienced Veterinary Surgeon to be present at all times. It means that the Level 1 Associate has access to guidance and assistance on normal tasks. This could be in person, or by telephone, or some other suitable arranged communication (e.g. advice prior to performing task and feedback after the task is completed.)

A.1.3 Level 2

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

A.1.4 Level 3

The Experienced Veterinary Surgeon conducts professional work including more difficult assignments requiring substantial professional experience and initiative.

A.1.5 Level 4

The Senior Veterinary Surgeon conducts professional work involving considerable independence of approach. He/she is 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.

A.2 Other than Veterinary Surgeons

A.2.1 Level 1 (Introductory)

An employee who has had no experience in this industry shall initially be engaged at the introductory level until the employee has performed satisfactory service for a period not exceeding 3 months. During this period the employer will provide on the job training to assist the employee to gain the appropriate skills. If the employee attains the level of skill required, the employee shall progress to Level 2.

A.2.2 Level 2

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

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;
- (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) assists 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.
- (e) basic reception duties and telephone skills under veterinary supervision;

A.2.3 Level 3

A Level 3 employee will possess the competencies, of AQF Level 2 (Certificate II in Animal Studies) from the Australian Veterinary Nursing Training Package or other equivalent qualification. The attainment of these competencies by an individual employee will be determined through a formal assessment process carried out through a Registered Training Organisation.

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;
- (e) exercise discretion and judgment against established criteria.

Indicative Tasks

In addition those outlined in Level 2:

Roles and Expectations

- ~~(a) basic reception duties and telephone skills under reduced supervision;~~
- ~~(b) supervision of introductory Level 1 or Level 2 employees;~~
- ~~(c) basic animal care, animal handling and basic X-ray duties;~~
- ~~(d) limited decision making under veterinary supervision, eg. Feeding;~~
- ~~(e) vital signs monitoring and postoperative care under veterinary supervision;~~
- ~~(f) basic animal health procedures, eg. Nail clipping;~~
- ~~(g) tasks relating to the clinic and surgery.~~

- (a) follow OHS procedures in an animal care environment
- (b) assist with general animal care; provide food and water for animals
- (c) participate in workplace communications
- (d) carry out reception duties under reduced supervision;

- (e) supervise introductory Level 1 or Level 2 employees;
- (f) carry out clinic routines; maintain clinic hygiene, carry out daily treatment of patients,
- (g) assist in stock control and clinic security;
- (h) prepare animals for surgery, under direction
- (i) prepare theatre or surgical operating area for use
- (j) provide pre and post-operative animal care
- (k) Clean theatre equipment

A.2.4 Level 4

A Level 4 employee will possess an AQF Level 4 (Certificate IV in Veterinary Nursing) from the Australian Veterinary Nursing Training Package or other equivalent qualification. The attainment of these competencies by an individual employee will be determined through a formal assessment process carried out through a Registered Training Organisation.

Level of Responsibility Skills and Knowledge

An employee at this Level will:

- (a) have the ability to conduct the clinic or surgery support operation when required;
- (b) normally use their competencies within established routines, where methods and procedures are predictable;
- (c) exercise discretion and judgment against established criteria.

Indicative Tasks

In addition those outlined in Level 3:

- ~~(a) conduct total reception operation;~~
- ~~(b) supervision of other clinic employees;~~
- ~~(c) kennel and animal housing organisation;~~
- ~~(d) conduct medical and surgical support;~~
- ~~(e) make management decisions e.g. Carry out triage practices;~~
- ~~(f) identify and interpret vital signs regarding patients and take appropriate action;~~
- ~~(g) can perform clinic pathology procedures;~~
- ~~(h) identify vital signs of patients and relay these findings to the supervising veterinary surgeon~~
- (a) Coordinate clinic admissions
- (b) Provide veterinary nursing care and grief support to clients
- (c) Apply radiographic routines and implement procedures
- (d) Perform and record pathology procedures, assist with post mortem
- (e) Maintain supplies, process and prepare correspondence and accounts
- (f) Prepare and provide support for surgical procedures
- (g) Monitor patient anaesthesia
- (h) Perform post-operative procedures
- (i) Nurse hospitalised animals, monitor clinical signs, communicate with owners,
- (j) Provide animal care in pain situations.
- (k) Carry out medical nursing routines
- (l) Prepare surgery schedules, implement surgery preparations

- (m) Clean maintain and store theatre instruments, equipment and supplies
- (n) Carry out post operative theatre routines

Schedule B – Supported Wage

To be inserted

Schedule C – National Training Wage

To be inserted