

The Medical Practitioners Award—Exposure Draft was first published on 8 December 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
15 February 2019	Incorporates consequential changes resulting from PR583033	22.9(a)
	Incorporates changes resulting from [2017] FWCFB 3433	1.2, 4.4, 22, 31.6, Schedule D (deleted)
	Incorporates changes resulting from PR598110	Schedule D
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606355 , PR606512	16, 18, 20.5, Schedule A
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609348	20A (deleted)
	Incorporates changes resulting from [2018] FWCFB 4695 and [2018] FWCFB 5846 , PR700669 , PR700586	11.3, 11.4
	Incorporates changes resulting from PR701683	Schedule D
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701429	6
	Incorporates changes resulting from [2018] FWCFB 4735 , PR610059	17
	Incorporates changes resulting from [2015] FWCFB 4658	17
	Incorporates changes resulting from [2018] FWCFB 4704 , PR610192	5, 32, 29, 30, 31
	Exposure Draft	
2 September 2019	Incorporating A clauses into the numbering of the exposure draft	6, 17, 30
	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	18
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.5 (deleted)
	Incorporates changes resulting from [2019] FWCFB 2548 , PR706986	33
	Incorporating plain language amendments to clause content resulting from [2019] FWCFB 2698	1.4 (deleted), A.1.1
	Incorporating changes resulting from AWR 2018–19 Decision [2019] FWCFB 3500 , PR707441 , PR707638 .	16, 18, Schedule A
Incorporating changes resulting from [2019] FWCFB 5144	27	

	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFB 5409 at [6] and Attachment A	Part 1—, 2, 9, 10, 11, 13, 14, 16, Part 5—, 20, Part 6—, 28, Part 8—, 32, 33, Schedule A, Schedule D—Definitions (moved), Schedule D
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EXPOSURE DRAFT

Medical Practitioners Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Medical Practitioners Award 2010* (the Medical Practitioners award) as at 3 December 2015 and incorporates award updates up to 20 June 2019. This exposure draft does not seek to amend any entitlements under the Medical Practitioners award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/206](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

Table of Contents

	Page
Part 1— Application and Operation of this Award	4
1. Title and commencement	4
2. Definitions.....	4
3. The National Employment Standards and this award.....	5
4. Coverage	5
5. Individual flexibility arrangements	6
6. Requests for flexible working arrangements	<u>87</u>
7. Facilitative provisions	9
Part 2— Types of Employment and Classifications.....	9
8. Types of employment.....	9
9. Full-time employees.....	<u>109</u>
10. Part-time employees.....	10
11. Casual employees.....	10
12. Classification Definitions.....	12

Part 3— Hours of Work	13
13. Ordinary hours of work.....	13
14. Rostering arrangements.....	15 14
15. Breaks.....	16 15
Part 4— Wages and Allowances	16
16. Minimum rates	16
17. Payment of wages	19
18. Allowances.....	20
19. Superannuation.....	22
Part 5— Overtime and Penalty Rates	23
20. Overtime.....	23
21. Penalty rates	25
Part 6— Leave and Public Holidays.....	27
22. Annual leave	27
23. Ceremonial leave.....	31
24. Personal/carer’s leave and compassionate leave.....	31
25. Parental leave and related entitlements	31
26. Community service leave.....	32
27. Unpaid family and domestic violence leave	32
28. Public holidays	32
Part 7— Consultation and Dispute Resolution.....	32
29. Consultation about major workplace change	32
30. Consultation about changes to rosters or hours of work	33
31. Dispute resolution	34
Part 8— Termination of Employment and Redundancy	35
32. Termination of employment.....	35
33. Redundancy.....	36
Schedule A —Summary of Monetary Allowances	3938
Schedule B —Agreement to Take Annual Leave in Advance.....	4140
Schedule C —Agreement to Cash Out Annual Leave	4241
Schedule D —Part-day Public Holidays.....	4342

Part 1—Application and Operation of this Award

1. Title and commencement

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

- 1.1 This award is the *Medical Practitioners Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

~~1.4 Schedule D—Definitions sets out definitions that apply in this award.~~

~~1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

2. Definitions

In this award, unless the contrary intention appears:

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

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings, payment while they are on annual leave and superannuation

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

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

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

medical practitioner has the meaning given in clause 4.2

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

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

on-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

ordinary hourly rate means the hourly rate for the employee’s classification specified in clause 16.1, plus any allowances specified as being included in the employee’s ordinary hourly rate or payable for all purposes

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

shiftworker means an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker set out in clause 13.1(b)

standard rate means the minimum annual salary for a Senior Specialist—Pay point 1 in clause 16.1(i)

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

3. The National Employment Standards and this award

- 3.1** The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2** Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3** The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

- 4.1** This occupational award covers employers of medical practitioners throughout Australia in the classifications listed in clause 12—~~Classification Definitions~~[Classification Definitions](#) to the exclusion of any other modern award.
- 4.2** **Medical practitioner** means a person who is employed as a medical practitioner in hospitals, hospices, benevolent homes, day procedure centres, Aboriginal health services, community health centres, the Red Cross Blood Service, the South Australian Institute of Medical and Veterinary Science, the Victorian Cytology Service or the Victorian Institute of Forensic Medicine.

4.3 This award covers any employer which supplies on-hire employees in classifications set out in clause 12—~~Classification Definitions~~ and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. ~~This subclause~~ Clause 4.3 operates subject to the exclusions from coverage in this award.

4.4 This award does not cover:

- (a) employees excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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

5. Individual flexibility arrangements

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

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

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

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

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

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take

reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

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

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

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

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

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

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

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

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

- (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

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

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 31—Dispute resolution.

7. Facilitative provisions

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

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

Clause	Provision	Agreement between an employer and:
13.1	Ordinary hours of work and roster cycles—day workers	An individual
20.6	Time off instead of payment for overtime	An individual
21.3(a)(iii)	Payment for working on a public holiday	An individual
22.5	Annual leave in advance	An individual
22.6	Cashing out of annual leave	An individual

Part 2—Types of Employment and Classifications

8. Types of employment

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

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

9. Full-time employees

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

10. Part-time employees

10.1 A part-time employee:

- (a) is engaged to work an average of less than 38 ordinary hours per week;
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.

11. Casual employees

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

11.1 A casual employee is an employee who is engaged as a casual employee and paid on an hourly basis.

11.2 Casual loading

- (a) For each ordinary hour worked, a casual employee must be paid:
 - (i) the ordinary hourly rate; and
 - (ii) a loading of 25% of the ordinary hourly rate, for the classification in which they are employed.
- (b) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.

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

11.4 Right to request casual conversion

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

- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under ~~this subclause~~ clause 11.4 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph (b)~~ clause 11.4(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 31—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in ~~this~~ clause 11.4, the employer and employee must discuss and record in writing:

- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the employee’s hours of work fixed in accordance with clause 10—~~Part-time employees~~Part-time employees.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
 - (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under ~~this~~-clause_11.4.
 - (o) Nothing in ~~this~~-clause_11.4 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
 - (p) Nothing in ~~this~~-clause_11.4 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
 - (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~-~~clause~~_11.4 within the first 12 months of the employee’s first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~-~~clause~~_11.4 by 1 January 2019.
 - (r) A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in ~~paragraph (p)~~-~~clause~~_11.4(q).

12. Classification Definitions

- 12.1 **Intern** is a medical practitioner in the first postgraduate year of clinical experience.
- 12.2 **Resident Medical Practitioner (RMP)** is a medical practitioner in the second or any subsequent post-graduate year of clinical experience. An RMP must complete 12 months of clinical experience to advance to the next pay point.
- 12.3 **Registrar** is a medical practitioner admitted to an Australian Medical Council accredited vocational training program leading to a fellowship of a Medical College including those of General Practice and Rural and Remote Medicine.
- 12.4 **Senior Registrar** is a medical practitioner who has successfully completed examinational requirements for appointment as a Fellow of an Australian or Australasian Specialists College and is awaiting granting of the fellowship.

- 12.5 Career Medical Practitioner** is a medical practitioner with not less than ~~four~~ 4 completed years of post-graduate clinical experience who is appointed as such.
- 12.6 Senior Career Medical Practitioner** is a medical practitioner not enrolled in a vocational training program, who has 10 or more years of clinical experience or who has sufficient experience to satisfy the employer.
- 12.7 Community Medical Practitioner** is a medical practitioner who has completed not less than ~~four~~ 4 years of post-graduate experience who is employed to practise in community health centres or in general medical practice.
- 12.8 Specialist** is a medical practitioner who has successfully completed a recognised specialist training program, and has been admitted as a fellow of the relevant college, provided that a practitioner may be appointed a Specialist if the practitioner has had sufficient experience in the specialty to satisfy the employer.
- 12.9 Senior Specialist** means a medical practitioner who possesses a higher qualification appropriate to the specialty in which they are employed and has had not less than ~~three~~ 3 years of practical experience in the relevant specialty.
- 12.10 Principal Specialist** means a medical practitioner who possesses a higher qualification appropriate to the specialty in which they are employed and has had not less than ~~eight~~ 8 years of practical experience in that specialty after obtaining the highest qualification. Notwithstanding an officer not having such years of experience, an officer may be appointed as a Principal Specialist if they have had sufficient experience in their specialty to satisfy the employer.
- 12.11 Senior Principal Specialist** means a medical practitioner appointed as a head of a department or section in a Teaching Hospital who meets all requirements specified for employment as a Principal Specialist.
- 12.12 Deputy Director of Medical Services** means a medical practitioner appointed as deputy to a Director of Medical Services.
- 12.13 Director of Medical Services** means a medical practitioner appointed as the Director of Medical Services (however styled) of a hospital or other organisation, provided that a Director of Medical Services will require a higher qualification appropriate to the specialty of medical administration, or will be able to satisfy the employer that the medical practitioner has sufficient experience in the specialty.
- 12.14** Employers must advise their employees in writing of their classification upon commencement and any changes to their classification.

Part 3—Hours of Work

13. Ordinary hours of work

13.1 Ordinary hours and roster cycles—day workers

- (a) The ordinary hours of work for a full-time employee will be an average of 38 hours per week and may be worked by agreement between the employer and employee in one of the following ways:

- (i) over ~~five~~5 days per week or over 19 days per ~~four~~4 week period;
- (ii) over 40 hours in any period of ~~seven~~7 consecutive days or 80 hours in any period of 14 consecutive days; or
- (iii) 38 hours per week or 10 sessions per week over ~~five~~5 days per week or, as agreed between the employee and the employer, averaged over ~~four~~4 days per week or a longer roster period.

(b) Span of hours

- (i) The span of hours for full-time day work Medical Practitioners except Senior Doctors is 6.00 am to 6.00 pm Monday to Friday.
- (ii) The span of hours for Senior Doctors is between 7.00 am and 6.00 pm Monday to Friday. Where normal duties are averaged over a roster period longer than one week, as provided for in clause 13.1(a), normal duties may be worked between Monday and Sunday inclusive.

(c) Senior Career Medical Practitioners, Career Medical Practitioners and Doctors in training

The following provisions apply to Senior Career Medical Practitioners, Career Medical Practitioners and Doctors in training:

- (i) These medical practitioners will be free from ordinary hours of duty for not less than ~~two~~2 days in each week or where this is not practicable, ~~four~~4 days in each fortnight. Where practicable, the days off will be consecutive.
- (ii) Additional rostered days off will be granted to the extent of one day per calendar month which may accumulate to a maximum of 12 days and which may be taken in periods ranging from one day to ~~two~~2 weeks.
- (iii) Upon termination of employment, any untaken rostered leave will be paid at the medical practitioner's minimum hourly rate.

13.2 Ordinary hours and roster cycles—shiftworkers

- (a) A **shiftworker** is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker as defined in clause 13.1(b)(i).

(b) Shift length—Doctors in training

- (i) No shift will be less than ~~eight~~8 hours in length on a week day or less than ~~four~~4 hours in length on Saturday, Sunday or a public holiday.
- (ii) No broken or split shifts will be worked.
- (iii) All time worked in excess of 10 hours in any one shift will be paid as overtime.

14. Rostering arrangements

14.1 Rostering—Doctors in training

- (a) Doctors in training will be given at least ~~two~~2 weeks' notice of rosters to be worked in relation to ordinary hours. Where practicable, this will include additional (overtime) rostered hours, provided that the employer may change the rosters without notice to meet any emergency situation. ~~This e~~Clause 14.1 will not apply to additional roster leave granted by the employer.
- (b) Time worked does not include breaks allowed and actually taken for meals.
- (c) Time worked means the time when the Doctor in training is required by the employer to be in attendance.

14.2 Rostering—Senior Doctors

(a) Development of rosters

The employer, when developing rosters, will ensure that:

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

(b) Notice of changes

- (i) Wherever possible, the following notice periods will apply to changes to the normal duties roster:
 - ~~three~~3 months' notice of an ongoing change; or
 - one month's notice of short-term change (e.g. to cover a planned absence or one-off event).
- (ii) These provisions do not prevent the employer from varying the roster of normal duties at short notice in an emergency, in response to an unplanned event or to cover an unplanned absence.
- (iii) Shifts are to be shared equally amongst the Senior Doctors unless otherwise agreed.

15. Breaks

15.1 Rest period between periods of duty—Community Medical Practitioners

Community Medical Practitioners will be allowed ~~eight~~8 hours off duty between successive periods of duty.

Part 4—Wages and Allowances

16. Minimum rates

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

16.1 An employer must pay adult employees the following minimum ~~wages~~rates for ordinary hours worked by the employee:

(a) Intern

	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Intern	51,195.00	984.52	25.91

(b) Resident Medical Practitioner

Pay points	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Pay point 1	54,352.00	1,045.23	27.51
Pay point 2	56,541.00	1,087.33	28.61
Pay point 3	57,091.00	1,097.90	28.89

(c) Registrar

Pay points	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Pay point 1	61,842.00	1,189.27	31.30
Pay point 2	64,377.00	1,238.02	32.58
Pay point 3	67,315.00	1,294.52	34.07
Pay point 4	69,371.00	1,334.06	35.11

(d) Senior Registrar

Pay points	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Pay point 1	80,819.00	1,554.21	40.90
Pay point 2	84,007.00	1,615.52	42.51

(e) Career Medical Practitioner

Pay points	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Pay point 1	81,650.00	1,570.19	41.32
Pay point 2	84,680.00	1,628.46	42.85
Pay point 3	86,360.00	1,660.77	43.70
Pay point 4	89,537.00	1,721.87	45.31

(f) Senior Career Medical Practitioner

Pay points	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Pay point 1	92,362.00	1,776.19	46.74
Pay point 2	95,300.00	1,832.69	48.23
Pay point 3	98,500.00	1,894.23	49.85
Pay point 4	101,495.00	1,951.83	51.36

(g) Community Medical Practitioner

Pay points	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Pay point 1	81,633.00	1,569.87	41.31
Pay point 2	84,617.00	1,627.25	42.82
Pay point 3	87,349.00	1,679.79	44.21
Pay point 4	89,535.00	1,721.83	45.31
Pay point 5	92,347.00	1,775.90	46.73
Pay point 6	95,263.00	1,831.98	48.21
Pay point 7	98,450.00	1,893.27	49.82
Pay point 8	101,433.00	1,950.63	51.33

(h) Specialist

	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Specialist	93,659.00	1,801.13	47.40

(i) Senior Specialist

Pay points	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Pay point 1	100,146.00	1,925.88	50.68
Pay point 2	103,585.00	1,992.02	52.42
Pay point 3	107,129.00	2,060.17	54.22
Pay point 4	114,723.00	2,206.21	58.06
Pay point 5	116,353.00	2,237.56	58.88

(j) Principal Specialist

	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Principal Specialist	118,725.00	2,283.17	60.08

(k) Senior Principal Specialist

	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Senior Principal Specialist	122,928.00	2,364.00	62.21

(l) Deputy Director of Medical Services

Pay points	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Pay point 1	82,718.00	1,590.73	41.86
Pay point 2	90,719.00	1,744.60	45.91
Pay point 3	100,146.00	1,925.88	50.68
Pay point 4	110,859.00	2,131.90	56.10

(m) Director of Medical Services

Pay points	Minimum annual salary \$ (full-time employee)	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Pay point 1	93,635.00	1,800.67	47.39
Pay point 2	103,537.00	1,991.10	52.40
Pay point 3	118,725.00	2,283.17	60.08
Pay point 4	128,421.00	2,469.63	64.99

See Schedule A for a summary of hourly rates of pay including overtime and penalties.

16.2 Progression through pay points

Progression to the next pay point for all classifications for which there is more than one pay point will be:

- (a) for full-time employees—by annual movement; or
- (b) for part-time or casual employees—after 1824 hours of similar experience, having regard to the acquisition and use of skills.

16.3 Higher duties

Where an employee temporarily occupies a position in a higher classification for a period of more than ~~three~~ 3 days, that employee must be paid not less than the minimum rate applicable to that higher classification, including any relevant managerial allowance, for all time worked at that higher level.

17. Payment of wages

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

17.1 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
 - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a)~~ clause 17.1(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: ~~Paragraph (b) Clause~~ 17.1(b) allows the Commission to make an order delaying the requirement to make a payment under ~~this clause~~ 17.1. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

18. Allowances

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

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

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

18.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this clause~~ 18. See Schedule A, ~~Summary of Monetary Allowances—Summary of Monetary Allowances~~ for a summary of monetary allowances and method of adjustment.

18.2 Wage-related allowances

(a) All-purpose allowances

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave. The on-call allowance in clause 20.3 is paid for all purposes under this award.

(b) Managerial allowance per annum for Senior Doctors only

(i) To be eligible for payment of this allowance, the additional management responsibilities will include direct line responsibility for a unit, department or service and involvement in a number of, but not necessarily all of the following:

- cost centre management including budget preparation and management of allocated budget;
- participation in planning and policy development;
- responsibility for the co-ordination of research, training or teaching programs; or

- membership and participation in senior executive management teams.
- (ii) A Level 1 allowance of **\$5,568.12** per annum is payable to Senior Doctors who satisfy the criteria in clause 18.2(b)(i) and who are specifically required by the employer to undertake these additional managerial responsibilities. It is expected that a Senior Doctor receiving a Level 1 allowance will:
- as a minimum perform human resource management responsibilities which include the direct supervision of staff, allocation of duties, approval of staff rosters, monitoring of hours worked and other performance management matters; and
 - be responsible for ensuring that quality improvement and clinical governance activities are implemented.
- (iii) A Level 2 allowance of **\$13,039.01** is payable to those Senior Doctors satisfying the criteria in clauses 18.2(b)(i) and 18.2(b)(ii) who, in the assessment of the employer, have significant additional managerial responsibilities involving multiple units, services or departments.
- (iv) A Level 3 allowance of **\$20,529.93** is payable to those Senior Doctors who, in addition to satisfying the criteria in clause 18.2(b)(ii), have a level of managerial responsibility deemed by the employer to require an allowance at the Level 3 rate. It is recognised that managerial responsibilities at this level may not involve the duties at a department or unit level outlined in clause 18.2(b)(ii).

18.3 Expense-related allowances

(a) **Meal allowance**

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

(b) **Telephone allowance**

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

(c) **Travelling, transport and fares**

- (i) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than **\$0.78** per kilometre.
- (ii) When an employee is required to travel on duty, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence

acceptable to the employer, if the employer cannot provide the appropriate transport.

- (iii) The employee will not be entitled to reimbursement for expenses referred to in clause 18.3(c)(ii) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

18.4 Deduction for board and lodging

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

19. Superannuation

19.1 Superannuation legislation

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

19.2 Employer contributions

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

19.3 Voluntary employee contributions

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

19.4 Superannuation fund

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

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

Part 5—Overtime and Penalty Rates

20. Overtime

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

20.1 Definition of overtime

For all Medical Practitioners, except Senior Doctors, hours worked in excess of 38 ordinary hours per week will be deemed overtime.

20.2 Overtime rates

Where an employee, except a Senior Doctor, works overtime the employer must pay the employee overtime rates as follows:

For overtime worked on	Overtime rate % of ordinary hourly rate	Casual overtime rate ¹
Monday to Saturday—first 2 hours	150%	175%
Monday to Saturday—after 2 hours	200%	225%
Sunday—all day	200%	225%
Public holidays—all day	250%	275%

¹ Includes 25% casual loading provided in clause 11.2(a)

20.3 On-call

- (a) Medical Practitioners, except for Senior Doctors, required by the employer to be on-call will be paid an allowance equal to **10%** of their daily rate for each day on-call.

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

20.4 Recall—other than Senior Doctors

- (a) When a Medical Practitioner is recalled for duty, they will be paid an amount equal to one hour at the minimum hourly rate as payment for travelling time.
- (b) In addition, payment for the time worked will be made at the rate of **150%** of the minimum hourly rate on weekdays and **200%** of the minimum hourly rate on weekends and public holidays with a minimum payment of ~~three~~3 hours.

20.5 Sleepover arrangement—Doctors in training

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

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

- (a) the employees will be entitled to an amount of **\$80.12** for each sleepover period. Payment will be deemed to provide compensation for the sleepover and also include compensation for all work necessarily undertaken by an employee up to a total of one hour duration;
- (b) any work performed by the Doctor in training in excess of one hour during their sleepover will attract the appropriate overtime payment as specified in clause 20.2; and
- (c) if, during the course of the sleepover, the Doctor in training is called to active duty more than ~~five~~5 times, the entire period of the sleepover will be paid as active duty at the appropriate rate instead of the payment prescribed in clause 20.5(a) above.

20.6 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 20.6.
- (c) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 20.6 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (d) Time off must be taken:
 - (i) within the period of ~~four~~4 weeks after the overtime is worked; and
 - (ii) at a time or times within that period of ~~four~~4 weeks agreed by the employee and employer.
- (e) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.6 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (f) If time off for overtime that has been worked is not taken within the period of ~~four~~4 weeks mentioned in clause 20.6(d), the employer must pay the employee for the overtime, in the next pay period following those ~~four~~4 weeks, at the overtime rate applicable to the overtime when worked.
- (g) The employer must keep a copy of any agreement under clause 20.6 as an employee record.
- (h) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (i) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 20.6 will apply, including the requirement for separate written agreements under clause 20.6(b) for overtime that has been worked.

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

- (j) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 20.6 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.6.

21. Penalty rates

21.1 Payment of shift penalties

An employee will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods:

(a) Doctors in Training

	Penalty rate
Rostered ordinary duty commencing or ending between 9.00 pm and 6.00 am	2.5% of minimum weekly rate per occasion*

*Payment per occasion in addition to payment for hours worked. Penalty rate calculations are based on the rate for first year of experience of each respective classification

(b) Career Medical Practitioners and Senior Career Medical Practitioners

Ordinary hours worked:	Penalty rate	Casual penalty rate¹
	% of ordinary hourly rate	
Monday to Friday— between 6.00 pm and midnight	112.5	137.5
Monday to Friday—between midnight and 8.00 am	125	150
Saturday—all hours	150	175
Sunday—all hours	175	200

¹ Includes 25% casual loading provided in clause 11.2(a).

(c) Senior Doctors

Ordinary hours worked:	Penalty rate	Casual penalty rate¹
	% of ordinary hourly rate	
Monday to Friday—between 6.00 pm and midnight	112.5	137.5
Saturday—between 7.00 am and midnight	150	175
Sunday—between 7.00 am and midnight	175	200
Public holidays—all hours	250	275

¹Includes 25% casual loading provided in clause 11.2(a)

(d) Community Medical Practitioners

	Penalty rate	Casual penalty rate¹
	% of ordinary hourly rate	
Shift starting between 5.00 am and before 6.30 am	102.5	127.5
Shift finishing between 6.00 pm and before midnight	102.5	127.5

	Penalty rate	Casual penalty rate ¹
	% of ordinary hourly rate	
Shift or part of shift rostered between midnight and 5.00 am	104	129
Shifts permanently worked between midnight and 5.00 am*	105	130
*Permanently worked means any period in excess of four 4 consecutive weeks		
¹ Includes 25% casual loading provided in clause 11.2(a)		

- (e) Where duty performed attracts more than one penalty, only the higher penalty will apply. For the purposes of ~~this~~ clause 21.1, the term penalty will include overtime.

21.2 Saturday and Sunday work

Ordinary hours worked:	Penalty rate	Casual penalty rate ¹
	% of ordinary hourly rate	
Between midnight Friday and midnight Sunday	150	175
¹ Includes 25% casual loading provided in clause 11.2(a)		

21.3 Payment for working on a public holiday

- (a) A Medical Practitioner who is required to work on a public holiday will receive one of the following:
- (i) payment at the rate of **250%** of the ordinary hourly rate;
 - (ii) payment at the rate of **150%** of the ordinary hourly rate, and one day will be added to their annual leave entitlement; or
 - (iii) payment at the ordinary hourly rate, and one and a half days will be added to their annual leave entitlement or taken at another time, by agreement between the employer and employee.

Part 6—Leave and Public Holidays

22. Annual leave

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

22.2 Additional leave for certain shiftworkers

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

22.3 Public holidays falling during annual leave

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

22.4 Annual leave loading

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

- (a) At the time of taking leave, a Medical Practitioner will be paid a loading of **17.5%** of the minimum weekly rate based on a maximum of ~~four~~4 weeks’ annual leave.
- (b) A shiftworker, in addition to their ordinary pay, will be paid the higher of:
 - (i) the annual leave loading; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

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

22.5 Annual leave in advance

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

NOTE: An example of the type of agreement required by clause 22.5 is set out at Schedule B ~~—Agreement to Take Annual Leave in Advance—Agreement to Take Annual Leave in Advance~~. There is no requirement to use the form of agreement set out at Schedule B ~~—Agreement to Take Annual Leave in Advance—Agreement to Take Annual Leave in Advance~~.

- (c) The employer must keep a copy of any agreement under clause 22.5 as an employee record.
- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

22.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 22.6 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 22.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 22.6 as an employee record.

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

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

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

22.7 Excessive leave accruals: general provision

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

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.

- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 22.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.7(a) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave. Any discussions should take into account the employee's workload, the availability of suitable relief staff, and in the case of a doctor in training, the doctor's training requirements.
- (b) However, a direction by the employer under ~~paragraph (a) clause~~ 22.8(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.7, 22.8 or 22.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 22.8(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 22.8(a) may request to take a period of paid annual leave as if the direction had not been given.

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

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

22.9 Excessive leave accruals: request by employee for leave

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

refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

- (b) However, an employee may only give a notice to the employer under ~~paragraph (a)~~ clause 22.9(a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 22.8(a) that, when any other paid annual leave arrangements (whether made under clause 22.7, 22.8 or 22.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a)~~ clause 22.9(a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.7, 22.8 or 22.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (b)~~ clause 22.9(b) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a)~~ clause 22.9(a).

23. Ceremonial leave

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.

24. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

25. Parental leave and related entitlements

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

26. Community service leave

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

27. Unpaid family and domestic violence leave

Clause 27 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

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

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

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

28. Public holidays

28.1 Public holiday entitlements are provided for in the [NES](#).

28.2 A Medical Practitioner who is required to work on a public holiday will be paid in accordance with clause 21.3.

28.3 Part-day public holidays

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

Part 7—Consultation and Dispute Resolution

29. Consultation about major workplace change

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

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and

- (c) commence discussions as soon as practicable after a definite decision has been made.
- 29.2** For the purposes of the discussion under clause 29.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 29.3** Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 29.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 29.1(b).
- 29.5** In clause 29 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 29.6** Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

30. Consultation about changes to rosters or hours of work

- 30.1** Clause 30 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 30.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 30.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 30.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

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

30.4 The employer must consider any views given under clause 30.3(b).

30.5 Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

31. Dispute resolution

31.1 Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

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

31.3 If the dispute is not resolved through discussion as mentioned in clause 31.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

31.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.

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

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

31.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 31.

31.8 While procedures are being followed under clause 31 in relation to a dispute:

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

31.9 Clause 31.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

32. Termination of employment

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

32.1 Notice of termination by an employee

- (a) Clause 32.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

- (c) In clause 32.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 32.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 32.1(b), then no deduction can be made under clause 32.1(d).
- (f) Any deduction made under clause 32.1(d) must not be unreasonable in the circumstances.

32.2 Job search entitlement

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

- (b) The time off under clause 32.2 is to be taken at times that are convenient to the employee after consultation with the employer.

33. Redundancy

Clause 33 amended in accordance with [\[2019\] FWCFCB 2548](#) at [6] and [PR706986](#).

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

33.1 Transfer to lower paid duties on redundancy

- (a) Clause 33.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
- (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 33.1(c).
- (c) If the employer acts as mentioned in clause 33.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

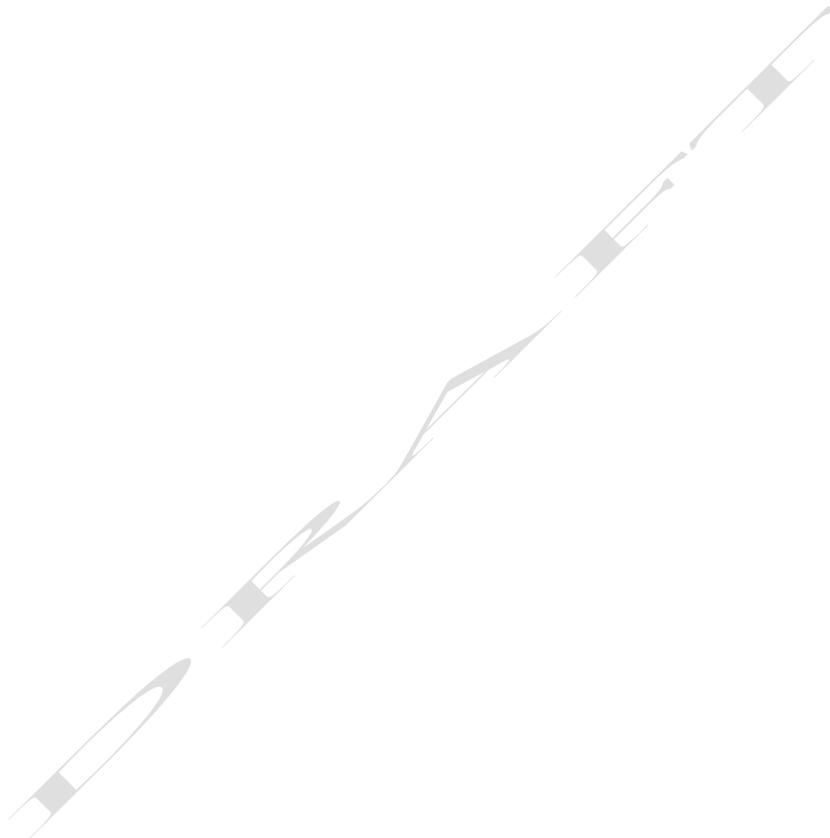
33.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

33.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.

- (b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
 - (c) A statutory declaration is sufficient for the purpose of clause 33.3(b).
 - (d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.
 - (e) This entitlement applies instead of clause 32.2.
-



~~—Summary of Hourly Rates of Pay~~

NOTE: Summary tables of hourly rates of pay for full-time, part-time and casual employees in this award have not been included as a schedule in this exposure draft. Parties have had an opportunity to comment on whether tables are included. No tables are to be included. Schedules will be renumbered accordingly once the exposure draft is finalised.

Schedule A—Summary of Monetary Allowances

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

See clause 18—Allowances for full details of allowances payable under this award.

A.1 Wage-related allowances and penalties

A.1.1 Wage-related allowances

The wage-related allowances in this award are based on the standard rate as defined in ~~Schedule D—clause 2~~—Definitions as the minimum annual salary for a Senior Specialist—Pay point 1 in clause 16.1(i) = **\$100,146**

Allowance	Clause	% of standard rate \$97,229	\$ per annum unless otherwise stated	<u>Payable</u>
Managerial allowance for Senior Doctors only:				
Level 1	18.2(b)(ii)	5.56	5,568.12	<u>per annum</u>
Level 2	18.2(b)(iii)	13.02	13,039.01	<u>per annum</u>
Level 3	18.2(b)(iv)	20.50	20,529.93	<u>per annum</u>

A.1.2 Adjustment of wage-related allowances

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

A.1.3 Penalties

The following penalties are calculated by reference to the amount specified:

Allowance	Clause	Method	\$	<u>Payable</u>
On-call allowance:	20.3			
Medical Practitioners, except for Senior Doctors		10% of employee's daily rate per each day on-call		
Senior Doctors ¹		10% of employee's annual base salary		

Allowance	Clause	Method	\$	<u>Payable</u>
Sleepover arrangement— Doctors in training	20.5	0.08% of standard rate	80.12 per sleepover period	<u>per sleepover period</u>

¹This allowance applies for all purposes of this award

A.2 Expense-related allowances

A.2.1 The following expense-related allowances will be payable to employees in accordance with clause 18.3:

Allowance	Clause	\$	<u>Payable</u>
Meal allowances	18.3(a)		
Work in excess of 10 continuous hours		13.29 per occasion	<u>per occasion</u>
Work in excess of 15 continuous hours		13.29 per occasion	<u>per occasion</u>
Travelling, transport and fares	18.3(c)	0.78 per km	<u>per km</u>

A.2.2 Adjustment of expense-related allowances

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

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

Schedule B—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule C—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule D—Part-day Public Holidays

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