

# Pastoral Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including **21 November 2018** ([PR701683](#), [PR701435](#))

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

26B—Requests for flexible working arrangements

Schedule D—Part-day Public Holidays

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/239](#); [AM2014/301](#); [AM2015/2](#); [AM2016/8](#); [AM2016/13](#); [AM2016/15](#); [AM2016/17](#)

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## Part 1—Application and Operation

### 1. Title

This award is the *Pastoral Award 2010*.

### 2. Commencement and transitional

[Varied by [PR988419](#), [PR542155](#)]

**2.1** This award commences on 1 January 2010.

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

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

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

[2.4 varied by [PR542155](#) ppc 04Dec13]

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

[2.5 varied by [PR542155](#) ppc 04Dec13]

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

[2.6 varied by [PR542155](#) ppc 04Dec13]

**2.6** The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

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

### 3. Definitions and interpretation

[Varied by [PR994669](#), [PR994545](#), [PR997772](#), [PR503645](#), [PR545345](#), [PR546005](#), [PR577025](#)]

#### 3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994545](#) from 01Jan10]

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

[Definition of **agreement-based transitional instrument** inserted by [PR994545](#) from 01Jan10]

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

[Definition of **award-based transitional instrument** inserted by [PR994545](#) from 01Jan10]

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

[Definition of **broadacre field crops** substituted by [PR577025](#) ppc 15Feb16]

**broadacre field crops** means grains, seeds, grasses, silage, legumes, fibre, flowers, and other crops grown as part of a broadacre mixed farming enterprise

**broadacre mixed farming enterprise:**

- means a farming enterprise consisting of the growing of broadacre field crops as defined;
- includes the rearing, management, and grazing of livestock;
- means a farming enterprise which combines both; or
- means a farming enterprise which in addition to any of the above grows other crops, for the purposes of crop rotation or the rearing, management, and grazing of livestock as part of a mixed farming enterprise

**casual pieceworker** means a Shearer, Crutcher or Woolpresser engaged as a casual employee and paid the piecework rates prescribed by this award

[Definition of **Commission** deleted by [PR994545](#) from 01Jan10]

[Definition of **continuous service** substituted by [PR545345](#) ppc 12Dec13]

**continuous service** is not broken when an employee:

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- takes up to 152 ordinary working hours because of sickness or accident in a 12 month period (i.e. paid sick leave and workers compensation leave);
- takes long service leave, annual leave, public holidays, paid bereavement leave and jury service; or
- has their service interrupted or terminated by an employer whose intentions are to avoid their obligations under this award

**crutching** includes all the operations for which rates are prescribed in this award. The meanings of the words crutch, Crutcher and crutched are similarly extended.

**cut out** means the completion of the shearing or crutching of the last sheep shorn or crutched at the termination of the shed

[Definition of **default fund employee** inserted by [PR546005](#) ppc 01Jan14]

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546005](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503645](#) ppc 01Jan11]

**Division 2B State award** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503645](#) ppc 01Jan11]

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**double-fleeced** means a sheep carrying two years' fleece

[Definition of **employee** substituted by [PR994545](#), [PR997772](#) from 01Jan10]

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

[Definition of **employer** substituted by [PR994545](#), [PR997772](#) from 01Jan10]

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

[Definition of **enterprise award** deleted by [PR994545](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994545](#) from 01Jan10]

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

[Definition of **enterprise NAPSA** deleted by [PR994545](#) from 01Jan10]

[Definition of **exempt public sector superannuation scheme** inserted by [PR546005](#) ppc 01Jan14]

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

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[Definition of **expeditionary employee** varied by [PR994669](#) ppc 12Mar10]

**expeditionary employee** means a woolclasser or shearing shed expert who commences on the day as agreed for commencing shearing and resides on the property for the duration of the shearing. Expeditionary employees are entitled to free board and lodging.

**experience in the industry** means all and any experience in the industry as described in clause 4.2 of this award

**Farm and livestock hand** means an employee performing the work described in the classifications which apply to such work in Part 4—Broadacre Farming and Livestock Operations of this award and who is not a Piggery attendant, Poultry worker or any employee classified under Part 7—Shearing Operations

**found employees** are employees who are supplied with up to five meals per day during the course of shearing or crutching; such meals are to be provided by the employer together with suitable accommodation

**keep** is where an employee is employed on the ‘with keep’ rate as prescribed in this award, ‘keep’ will mean good and sufficient living accommodation and good and sufficient rations of sufficient quantity; sound, well-cooked and properly served by the cook or the cook’s offsider; but it will not include accommodation under a roof or cooking when circumstances render such accommodation or cooking impracticable

**livestock** means all animals used in primary production including insects

[Definition of **MySuper product** inserted by [PR546005](#) ppc 01Jan14]

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

[Definition of **NAPSA** deleted by [PR994545](#) from 01Jan10]

[Definition of **NES** substituted by [PR994545](#) from 01Jan10]

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

[Definition of **on-hire** inserted by [PR994545](#) from 01Jan10]

**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

**Piggery attendant** means an employee who is employed by an employer who is exclusively, wholly or substantially engaged in the raising and breeding of pigs, and who performs duties described in the classifications in Part 5—Pig Breeding and Raising of this award

**Poultry worker** means an employee who is employed by an employer who is exclusively, wholly or substantially engaged in the raising and breeding of poultry, and who performs duties described in the classifications in Part 6—Poultry Farming of this award

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**ram stags** are rams that have been castrated when they are 18 months or older

**rams** are male sheep that are more than six months old

**shearing** is where:

- the employee takes off the belly wool first and lays it aside, and, when required by the employer, the employee shears over the tail when shearing the first side; and
- in opening the fleece at the neck and belly, the machine or both blades of the shears will be kept under the wool and close to the skin, so as to avoid twice cutting and where the employee does not run the machine or shears through the fleece so as to break it down the centre or the back

**Shearing cook** means an employee who cooks for six or more employees who are engaged for shearing or crutching operations

**Shearing shed expert** or **Expert** means an employee who is competent to perform experting duties at a shearing shed as described in clause 44.7 in accordance with the requirements of the employer or a representative (such requirements to be specified at the time of engagement)

**shed** means shearing shed or, in relation to crutching work performed other than at a shed, the property, station or location where crutching work is or will be undertaken

**silviculture and afforestation** means planting, pruning, fertilising and any other activity in or in connection with the establishment or cultivation of trees in forests

**standard rate** means the hourly rate payable to a Farm and livestock hand level 2 in clause 28.1

**Station cook** means an employee who cooks for station hands and/or other station personnel

**stud ewes** are ewes with tags in their ears from which rams are bred for sale or station use. The term does not include ewes of the flock which have tags in their ears for the purpose of identification other than for stud purposes.

[Definition of **transitional minimum wage instrument** inserted by [PR994545](#) from 01Jan10]

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

[Definition of **wet place** inserted by [PR545345](#) ppc 12Dec13]

A **wet place** will mean a place where the clothing of the employee becomes wet or a place where the employee has to stand in water or slush so that the employee's footwear becomes saturated.

[Definition of **wine industry** substituted by [PR545345](#) ppc 12Dec13]

**wine industry** means the industry of growing and processing wine grapes and includes:



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- (a) the preparation of land for the planting of wine grape vines, the planting of wine grape vines, the pruning of wine grape vines, the care, growing, treating, picking, harvesting and forwarding of wine grapes and other activities associated with a wine grape vineyard; and/or
- (b) processing wine grapes, producing wine juice or grape spirit, the bottling, packaging, storage or dispatch of wine, brandy or other potable spirit, liqueurs, vinegar or grape juice and other activities associated with a winery or wine distillery including but not limited to cellar door sales, laboratory activities and making or repairing barrels, vats, casks and like articles; and/or
- (c) packaging, storing and dispatching of wine or grape spirit from a warehouse facility or other place of storage associated with a winery or wine distillery.

**Woolclasser** means a person who is registered as such and who is employed in or in conjunction with a shearing operation. A Woolclasser who performs the additional duty of shearing shed experting at the one shearing will, for the purposes of this award, be deemed to be employed as a Woolclasser and not as an expert.

**Woolpresser** means a person who presses wool shorn or crutched; weighs, brands and stores the wool; presses and closes the bales; and performs additional duties as directed

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

## 4. Coverage

[Varied by [PR994545](#)]

- 4.1 This award applies to employers throughout Australia in the pastoral industry and their employees in the classifications set out in this award to the exclusion of any other modern award.
- 4.2 **Pastoral industry** means all employers and employees who are engaged in or in connection with:
- (a) the management, breeding, rearing or grazing of livestock or poultry;
  - (b) the shearing and crutching of sheep and the classing and pressing of wool on farms;
  - (c) dairying;
  - (d) hatchery work;
  - (e) the sowing, raising or harvesting of broadacre field crops and other crops grown as part of a broadacre mixed farming enterprise;
  - (f) the treatment of land for any of these purposes; or
  - (g) clearing, fencing, well sinking, dam sinking or trenching on such farms or properties except in connection with work in clauses 4.3(a) to (e).

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**4.3** The award does not cover employers in the following industries:

- (a) the wine industry;
- (b) silviculture and afforestation except where carried on as a part of a broadacre mixed farming enterprise;
- (c) sugar farming or sugar cane growing, sugar milling, sugar refining, sugar distilleries and/or sugar terminals;
- (d) the horticulture industry, as defined in the *Horticulture Award 2010*; or
- (e) any work in or in connection with the production and processing of fish, aquaculture and marine products including fish purse seining or polling, fish farming, marine farming, aquaculture, pisciculture, mariculture, cultivation of live sea and freshwater products, breeding or spawning of fish and hatching of fish or marine products whether in or from the sea, rivers, dams, tanks, ponds, underwater cages, aquariums or other water source, holding, containing, penning, or harvesting of live fish or marine products or marine vegetation, cleaning, purging, flushing, packing, freezing, processing, preserving, smoking, treatment of fish or marine products, cultivation, culling or treatment of live shellfish including marine farming of oysters, mussels, clams, scallops and abalone except where the production of freshwater species is incidental to a broadacre mixed farming enterprise to which this award would otherwise apply.

**4.4** The award does not cover an employee excluded from award coverage by the Act.

[4.5 substituted by [PR994545](#) from 01Jan10]

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

[New 4.6 inserted by [PR994545](#) from 01Jan10]

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

[4.7 inserted by [PR994545](#) from 01Jan10]

**4.7** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

[4.8 inserted by [PR994545](#) from 01Jan10]

**4.8** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at 4.1 and those trainees

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engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.6 renumbered as 4.9 by [PR994545](#) from 01Jan10]

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

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

## **5. Access to the award and the National Employment Standards**

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

## **6. The National Employment Standards and this award**

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

## **7. Individual flexibility arrangements**

[Varied by [PR542155](#); 7—Award flexibility renamed and substituted by [PR610198](#) ppc 01Nov18]

- 7.1** 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.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** An employer who wishes to initiate the making of an agreement must:

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- (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.

**7.5** 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.

**7.6** 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.

**7.7** 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.

**7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

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

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

**7.11** 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 s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).

- 7.12 An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13 The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## Part 2—Consultation and Dispute Resolution

### 8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610198](#) ppc 01Nov18]

- 8.1 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.
- 8.2 For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
  - (b) their expected effect on employees; and
  - (c) any other matters likely to affect employees.
- 8.3 Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 8.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).
- 8.5 In clause 8:
- significant effects**, on employees, includes any of the following:

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

**8.6** Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

### **8A. Consultation about changes to rosters or hours of work**

[8A inserted by [PR610198](#) ppc 01Nov18]

**8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

**8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).

**8A.3** For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (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.

**8A.4** The employer must consider any views given under clause 8A.3(b).

**8A.5** Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

### **9. Dispute resolution**

[Varied by [PR994545](#), [PR542155](#); substituted by [PR610198](#) ppc 01Nov18]

**9.1** Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

- 9.2** 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.
- 9.3** If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** 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.
- 9.6** 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.
- 9.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
- 9.8** While procedures are being followed under clause 9 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.
- 9.9** Clause 9.8 is subject to any applicable work health and safety legislation.

### **Part 3—General Employment Conditions**

#### **10. Types of employment**

[Varied by [PR598500](#), [PR700594](#)]

- 10.1** At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.
- 10.2 Full-time employment**
- (a) A full-time employee is an employee who is engaged to work 38 hours per week.
  - (b) A full-time employee must be provided with a written statement setting out their classification, applicable pay scale and terms of engagement.

### 10.3 Part-time employment

- (a) A part-time employee is an employee who is engaged to perform less than the full-time hours of 38 per week at the workplace; has reasonably predictable hours of work; and receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) An employee who does not meet the definition of a part-time employee in clause 10.3(a) and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.4.
- (c) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- (d) Changes in hours may only be made by agreement in writing between the employer and employee. Any agreed variation to the regular pattern of work will be recorded in writing.

[10.3(e) substituted by [PR598500](#) ppc 01Jan18]

- (e) Subject to paragraph (f), an employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.

[10.3(f) inserted by [PR598500](#) ppc 01Jan18]

- (f) An employer is required to roster a part-time employee for a minimum of two consecutive hours on any shift where all of the following apply:
  - (i) the employee is engaged to perform the work of a dairy operator;
  - (ii) the employee is aged 18 years or younger; and
  - (iii) the employee is a full-time secondary school student.

[10.3(f) renumbered as 10.3(g) by [PR598500](#) ppc 01Jan18]

- (g) All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

[10.3(g) renumbered as 10.3(h) by [PR598500](#) ppc 01Jan18]

- (h) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

### 10.4 Casual employment

- (a) A casual employee is an employee engaged as such and paid by the hour. An employer when engaging a casual must inform the employee that they are employed as a casual, stating by whom the employee is employed, their hours of work, their classification level and their rate of pay.



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- (b) Shearers, Crutchers and Woolpressers will be engaged as casual pieceworkers and paid in accordance with the piecework rates prescribed by this award.
- (c) A casual employee other than a casual pieceworker must be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus 25%.
- (d) The casual loading is paid instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- (e) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

[10.4(f) substituted by [PR598500](#) ppc 01Jan18]

- (f) Subject to clause 10.4(g), on each occasion a casual employee, other than a casual pieceworker, is required to attend for work, the employee is entitled to a minimum payment of three hours' work at the appropriate rate

[10.4(g) inserted by [PR598500](#) ppc 01Jan18]

- (g) On each occasion a casual employee is required to attend for work, the employee is entitled to a minimum payment of two hours' work where all of the following apply:
  - (i) the employee is engaged to perform the work of a dairy operator;
  - (ii) the employee is aged 18 years or younger; and
  - (iii) the employee is a full-time secondary school student.

### 10.5 Right to request casual conversion

[New 10.5 inserted by [PR700594](#) ppc 01Oct18]

- (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.

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- (e) Any request under this subclause 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);
  - (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. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
  - (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 matters referred to in clause 10.3(c).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

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- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) 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.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) 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).

### **10.6 Farm and livestock hand at shearing or crutching**

[10.5 renumbered as 10.6 by [PR700594](#) ppc 01Oct18]

Notwithstanding anything else contained in this award, Part 7—Shearing Operations of the award will not apply to any employee engaged to work on a weekly basis under Part 4—Broadacre Farming and Livestock Operations during any time the employee is employed in shearing or crutching operations of the principal employer. Provided that this clause will not apply to any Farm and livestock hand engaged by the week who works in the employer's shearing shed and who has been engaged by the employer during the period commencing one week before the actual shearing or crutching begins and who is discharged during the week after the shearing or crutching actually ends. In such case, the employee will be paid station hand rates when performing work covered by Part 4 of this award and shearing rates when performing work covered by Part 7 of this award.

## **11. Piecework pay specification**

- 11.1** For the purpose of the NES, the base rate of pay for a pieceworker is the base rate of pay as defined in the NES.
- 11.2** For the purpose of the NES, the full rate of pay for a pieceworker is the full rate of pay as defined in the NES.

## 12. Termination of employment

[12 substituted by [PR610198](#) ppc 01Nov18]

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

### 12.1 Notice of termination by an employee

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

**Table 1—Period of notice**

<b>Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2 Period of notice</b>
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 paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

### 12.2 Job search entitlement

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

- 12.3** The time off under clause 12.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## **13. Redundancy**

[Varied by [PR994545](#), [PR503645](#); [PR561478](#)]

- 13.1** Redundancy pay is provided for in the NES.

### **13.2 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.

### **13.3 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.

### **13.4 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 12.2.

### **13.5 Transitional provisions – NAPSA employees**

[13.5 substituted by [PR994545](#); renamed by [PR503645](#); deleted by [PR561478](#) ppc 05Mar15]

### **13.6 Transitional provisions – Division 2B State employees**

[13.6 inserted by [PR503645](#); deleted by [PR561478](#) ppc 05Mar15]

## **14. Higher duties**

An employee engaged for more than two hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification must be paid the higher minimum

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wage for such day or shift. If the employee works such hours for two hours or less during one day or shift, they must be paid the higher minimum wage for the time so worked.

### 15. Breaks

The following provisions will apply to all employees other than employees engaged on shearing operations who will be entitled to the breaks prescribed for such work in Part 7—Shearing Operations of this award.

#### 15.1 Meal break

- (a) A meal break of not less than 30 minutes and not more than one hour will be allowed each day, to be taken not later than five hours after commencing ordinary hours of work. Provided that where there is agreement between the employer and an individual employee, the meal break may be taken at a time agreed.
- (b) All work performed on the instruction of the employer during a recognised meal break will be paid for at double time rates. Such payment will continue until the employee is released for a meal break of not less than 30 minutes.

#### 15.2 Rest break

Employees will be allowed a paid rest break of 10 minutes each morning. Where agreement is reached between the employer and employee for an additional rest break, such rest break will be unpaid and in addition to the employee's ordinary hours of work.

### 16. Payment of wages

#### 16.1 Period of payment

Wages must be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight, or according to the applicable piecework payment.

#### 16.2 Method of payment

Wages must be paid by cash, cheque or electronic funds transfer into the employee's bank or other recognised financial institution account.

#### 16.3 Payment of wages on termination of employment

On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee by post on the next working day.

### 17. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994545](#), [PR998138](#), [PR509188](#), [PR523018](#), [PR536821](#), substituted by [PR545345](#) ppc 12Dec13; varied by [PR551744](#), [PR566845](#), [PR579540](#), [PR592294](#), [PR606516](#)]

## 17.1 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
Allowance for combs/cutters	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Meal allowance	Take away and fast foods sub-group
Payment for handpiece	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Rations	Take away and fast foods sub-group
Shearing industry allowance	Eight capital cities weighted average
Special allowance (horse and saddle allowance)	Eight capital cities weighted average
Travelling allowance	Domestic holiday travel and accommodation sub-group
Vehicle allowance	Private motoring sub-group
With keep rate	Eight capital cities weighted average

## 17.2 Expense-related allowances

### (a) Tool and equipment allowance

- (i) Where the employer requires employees to supply their own tools and equipment, the employer must reimburse the employees for the cost of supplying such tools and equipment.
- (ii) The provisions of this clause do not apply where the tools and equipment are paid for by the employer.

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### (b) Use of vehicle allowance

[17.2(b) varied by [PR551744](#) ppc 01Jul14]

Where an employer instructs employees to use their own vehicle during working hours to relocate materials, equipment, or personnel either within the normal work location or on public thoroughfares, the employees will be paid an allowance of 78 cents per kilometre.

### (c) Meal allowance

[17.2(c)(i) varied by [PR551744](#), [PR566845](#), [PR579540](#), [PR592294](#), [PR606516](#) ppc 01Jul18]

(i) If an employee is required to work overtime after working ordinary hours (except where the period of overtime is fewer than one and a half hours), the employee will be paid \$13.34 for the first and any subsequent meals. Alternatively, the employer may supply the employee with a meal.

[17.2(c)(ii) varied by [PR551744](#), [PR566845](#), [PR579540](#), [PR592294](#), [PR606516](#) ppc 01Jul18]

(ii) An employee required to work overtime for more than two hours after the employee's ordinary ceasing time without having been notified before leaving work on the previous day that the employee will be required to work overtime, will be provided free of cost with a suitable meal, and if the work extends into a second meal break, another meal, provided that in the event of the meal not being supplied the employee is entitled to a payment of \$13.34 for each meal not supplied.

## 17.3 Reimbursement of expenses

Where an employer authorises an employee to incur expenses in the course of the employee's employment, the expense will be reimbursed by the employer upon provision by the employee of a tax invoice and receipt.

## 17.4 All-purpose allowances

The following allowances apply for all purposes of this award:

### (a) Leading hands

A leading hand in charge of two or more people must be paid as follows:

<b>In charge of</b>	<b>% of the <a href="#">standard rate</a></b>
2–6 employees	115% per week extra
7–10 employees	134% per week extra
11–20 employees	191% per week extra
More than 20 employees	240% per week extra

### (b) First aid allowance

An employee designated by the employer to render first aid in addition to his or her usual duties and who is the current holder of a recognised first aid



qualification, such as one from St John Ambulance or a similar body, must be paid a daily allowance of 14% of the standard rate to carry out such work.

**(c) Travelling allowance**

- (i)** Where an employee is required to travel from one place to another for the purpose of work, the time occupied in travelling will be counted as time worked and paid for as such.
- (ii)** Time spent by an employee travelling from the employee's home to the principal place of employment and return will not be regarded as time worked.
- (iii)** Where an employee is compelled by their duties to spend the night away from home or the property at which the employee is employed (whichever is the employee's normal place of sleeping during employment), the employer will reimburse the employee for the demonstrable cost of suitable accommodation.
- (iv)** The provisions of this clause will not apply where the employer provides the employee with suitable accommodation free of charge.

**17.5 Protective clothing**

**(a) Wet weather clothing and footwear**

- (i)** An employee who is required to work in a wet place must be provided with protective clothing and footwear by the employer. If the employee is not provided with such clothing and footwear, the employer will reimburse the employee for the reasonable cost of providing such clothing and footwear.
- (ii)** Where the clothing and footwear is provided and paid for by the employer, it will remain the property of the employer.
- (iii)** 'wet place' is defined in clause 3.1 of this award.

**(b) Protective clothing**

- (i)** Where the employer requires an employee to supply his or her own protective clothing, the employer must reimburse the employee for the cost of supplying such protective clothing.
- (ii)** The provisions of this clause do not apply where the protective clothing is paid for by the employer.
- (iii)** Any protective clothing that is paid for by the employer remains the property of the employer.

**17.6 Charges for accommodation, meat, goods, and services**

- (a)** Where the employer provides an employee with living premises for the use of a "without keep" employee and the employee's household, the employer may

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make a charge of an amount agreed between them in writing for the use of the premises and/or power supplied to such premises.

- (b) The employer may charge to an employee:
- the cost of goods or services supplied to the employee at the employee's request and paid for by the employer; and
  - the cost of goods purchased by the employer for the employee at the employee's request.
- (c) Where the employer supplies an employee with meat, the employer may charge the employee an amount mutually agreed upon.
- (d) Where the employer sells groceries or stores to the employee, the prices charged must not exceed the cost price with carriage added.

## 18. District allowances

[Varied by [PR994545](#); deleted by [PR561478](#) ppc 05Mar15]

## 19. Supported wage system

[Varied by [PR988419](#)]

See Schedule B

## 20. National training wage

[Varied by [PR988419](#); substituted by [PR593825](#) ppc 01Jul17; varied by [PR606359](#)]

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

[20.2 varied by [PR606359](#) ppc 01Jul18]

**20.2** This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2018. Provided that any reference to "this award" in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Pastoral Award 2010* and not the *Miscellaneous Award 2010*.

## 21. Accident pay

[Varied by [PR994545](#), [PR503645](#); deleted by [PR561478](#) ppc 05Mar15]

## **22. Superannuation**

[Varied by [PR992290](#), [PR994545](#), [PR530242](#), [PR546005](#)]

### **22.1 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.

### **22.2 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.

### **22.3 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 22.2.
- (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 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

### **22.4 Superannuation fund**

[22.4 varied by [PR994545](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Prime Super;

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[22.4(b) substituted by [PR530242](#) ppc 26Oct12]

(b) CareSuper;

(c) AustSafe Super;

[22.4(d) deleted by [PR546005](#) ppc 01Jan14]

[22.4(e) renumbered as 22.4(d) by [PR546005](#) ppc 01Jan14]

(d) AustralianSuper;

[New 22.4(f) inserted by [PR992290](#) from 19Jan10; deleted by [PR546005](#) ppc01Jan14]

[22.4(f) renumbered as 22.4(g) by [PR992290](#), renumbered as 22.4(e) and varied by [PR546005](#) ppc 01Jan14]

(e) 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 scheme; or

[New 22.4(f) inserted by [PR546005](#) ppc 01Jan14]

(f) a superannuation fund or scheme which the employee is a defined benefit member of.

## 23. Annual leave

[Varied by [PR994545](#), [PR568677](#), [PR583041](#)]

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

### 23.2 Conversion to hourly entitlement

[23.2 varied by [PR994545](#) from 01Jan10]

An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in s.87 of the Act to an hourly entitlement for administrative ease (e.g. 152 hours for a full-time employee entitled to four weeks' annual leave).

### 23.3 Payment for period of annual leave

[23.3 varied by [PR994545](#) from 01Jan10]

Instead of the base rate of pay as referred to in s.90(1) of the Act, an employee under this award, other than a pieceworker, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.

### 23.4 Electronic funds transfer (EFT) payment of annual leave

[New 23.4 inserted by [PR583041](#) ppc 29Jul16]

Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

### 23.5 Annual leave loading

[23.4 renumbered as 23.5 by [PR583041](#) ppc 29Jul16]

- (a) An employee must also be paid a loading calculated on the wages prescribed by this award.
- (b) The loading must be as follows:
  - (i) **Other than shiftworkers**
    - An employee other than a shiftworker must be paid a loading equal to 17.5% of the wages prescribed by this award for the ordinary hours of work as performed between Monday and Friday.
    - Where an employee is rostered to work the ordinary weekly hours on days which attract penalty rates and the employee would have earned a greater amount than the payment for ordinary hours worked between Monday and Friday plus 17.5% but for the period of leave then the amount which the employee would have earned for the ordinary hours of work they would have worked but for the period of leave will be paid instead of the 17.5% loading.

- (ii) **Shiftworkers**

An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed by this award or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.

### 23.6 Excessive leave accruals: general provision

[23.5 varied by [PR994545](#) from 01Jan10; 23.5 renumbered as 23.6 by [PR583041](#) ppc 29Jul16; 23.6 renamed and substituted by [PR583041](#) ppc 29Jul16]

Note: Clauses 23.6 to 23.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (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.

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- (c) Clause 23.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

### **23.7 Excessive leave accruals: direction by employer that leave be taken**

[New 23.7 inserted by [PR583041](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 23.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (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 23.6, 23.7 or 23.8 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) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 23.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

### **23.8 Excessive leave accruals: request by employee for leave**

[New 23.8 inserted by [PR583041](#); substituted by [PR583041](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

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- (b) However, an employee may only give a notice to the employer under paragraph (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 23.7(a) that, when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 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) 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 23.6, 23.7 or 23.8 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 (a) 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).

### **23.9 Annual leave in advance**

[23.6 renumbered as 23.7 by [PR583041](#) ppc 29Jul16; 23.7 renumbered as 23.9 by [PR583041](#) ppc 29Jul16; 23.9 renamed and substituted by [PR583041](#) ppc 29Jul16]

- (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.

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Note: An example of the type of agreement required by clause 23.9 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

- (c) The employer must keep a copy of any agreement under clause 23.9 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 23.9, 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.

### 23.10 Transfer of business

[23.7 substituted by [PR994545](#), [PR568677](#) ppc 12Jan16; 23.7 renumbered as 23.8 by [PR583041](#) ppc 29Jul16; 23.8 renumbered as 23.10 by [PR583041](#) ppc 29Jul16]

Where a business is transferred from one employer to another, employees formerly employed by the old employer will be deemed to have served any applicable probationary period with that employer. Employees will not be required to serve any probationary period for any purpose in relation to their employment with the new employer.

### 23.11 Proportionate leave on termination

[23.8 renumbered as 23.9 by [PR583041](#) ppc 29Jul16; 23.9 renumbered as 23.11 by [PR583041](#) ppc 29Jul16]

On termination of employment, an employee must be paid for leave accrued (including shift loading) that has not been taken at the appropriate wage calculated in accordance with this award.

### 23.12 Cashing out of annual leave

[23.12 inserted by [PR583041](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.12.
- (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 23.12 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 23.12 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 23.12 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 23.12.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.12.

Note 3: An example of the type of agreement required by clause 23.12 is set out at 0. There is no requirement to use the form of agreement set out at 0.

## **24. Personal/carer's leave and compassionate leave**

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

## **25. Community service leave**

Community service leave is provided for in the NES.

## **26. Public holidays**

**26.1** Public holidays are provided for in the NES.

### **26.2 Substitution of certain public holidays by agreement at the enterprise**

- (a) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.
- (b) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.

## 26A. Leave to deal with Family and Domestic Violence

[26A inserted by [PR609352](#) ppc 01Aug18]

**26A.1** This clause applies to all employees, including casuals.

### 26A.2 Definitions

(a) In this clause:

*family and domestic violence* means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

*family member* means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
  - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 26A.2(a) includes a former spouse or de facto partner.

### 26A.3 Entitlement to unpaid leave

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

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

### 26A.4 Taking unpaid leave

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

- (a) is experiencing family and domestic violence; and

- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

#### **26A.5 Service and continuity**

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

#### **26A.6 Notice and evidence requirements**

- (a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 26A. The notice:

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

- (b) Evidence

An employee who has given their employer notice of the taking of leave under clause 26A must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 26A.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

#### **26A.7 Confidentiality**

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 26A.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 26A prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

## **26A.8 Compliance**

An employee is not entitled to take leave under clause 26A unless the employee complies with clause 26A.

## **26B. Requests for flexible working arrangements**

[26B inserted by [PR701435](#) ppc 01Dec18]

### **26B.1 Employee may request change in working arrangements**

Clause 26B applies where an employee has made a request for a change in working arrangements under s.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 s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 26B is an addition to s.65.

### **26B.2 Responding to the request**

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

- (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 s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

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

### **26B.3 What the written response must include if the employer refuses the request**

Clause 26B.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 26B.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 26B.2, the written response under s.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.

**26B.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 26B.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

**26B.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 26B, can be dealt with under clause 9—Dispute resolution.

## **Part 4—Broadacre Farming and Livestock Operations**

### **27. Classifications**

#### **27.1 Farm and livestock hand level 1 (FLH1)**

An employee at this level includes:

- (a) Station hand with less than 12 months' experience in the industry;
- (b) Station cook;
- (c) Station cook's offsider; and
- (d) Cattle farm worker grade A who:
  - works under direct supervision either individually or in a team environment;
  - understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults; and
  - understands and utilises basic statistical process control procedures.

Indicative of the tasks which an employee at this grade may perform are the following:

- routine mustering;
- routine fence repairs;
- aerial stock sighting;

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- repetitive packing and/or unpacking; and
  - kitchen/cooking assistance not involving food preparation.
- (e) Feedlot employee level 1 with less than three months' experience in the industry.
- (f) Dairy operator grade 1A with less than 12 months' experience in the industry who:

- uses their knowledge and skills to perform set procedures such as milking and attending to livestock, haymaking, fencing.

Indicative of the tasks which an employee at this level may perform are the following:

- operate milking plant and equipment in a safe manner;
- identify and report equipment not operating normally;
- work co-operatively as part of a team;
- read and record instrument information i.e. milk vat temperatures and cow numbers; and
- understand the principles of safe working.

### 27.2 Farm and livestock hand level 2 (FLH2)

An employee at this level includes:

- (a) Cattle farm worker grade B who:
- performs work above and beyond the skills of a Cattle farm worker grade A and to the level of their training;
  - is responsible for the quality of their own work subject to routine supervision;
  - works under routine supervision either individually or in a team environment; and
  - exercises discretion within their level of skills and training.

Indicative of the tasks which an employee at this level may perform are the following:

- receive, check, despatch and record goods received and sent;
- assist a tradesperson;
- basic non-trades daily maintenance of equipment used by the employee;
- sort and cut out stock;
- sort and brand yarded stock;

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- fence repairs;
- kitchen/cooking assistance not involving unsupervised food preparation;
- boundary riding;
- forklift, overhead crane, winch or tractor operation; and
- household domestic work other than childcare or child education.

(b) Feedlot employee grade 1 with more than three months' experience in the industry who:

- works under direct supervision with regular checking of their work.

Indicative of the tasks which an employee at this level may perform are the following:

- perform cattle handling procedures;
- perform cattle health and welfare procedures;
- assist with euthanasing livestock;
- assist with performance of cattle post-mortem procedures;
- transport, handle and store chemicals applicable to primary work area;
- prepare and apply chemicals applicable to primary work area;
- operate moving plant and equipment competently and efficiently;
- perform grain processing procedures;
- perform feed manufacture and delivery procedures;
- perform hygiene and housekeeping procedures associated with the primary work area;
- perform feedlot and environment maintenance procedures;
- possess understanding of industry QA Programs and all site operating procedure; and
- carry out workplace OH&S procedures.

### **27.3 Farm and livestock hand level 3 (FLH3)**

An employee at this level includes:

(a) Station hand who:

- has at least 12 months' experience in the industry as a station hand; but
- does not conform to the definition of Senior station hand (FLH5) in clause 27.5.

**(b)** Dairy operator grade 1B with 12 months' experience in the industry who:

- uses their knowledge and skills to perform set procedures such as milking and attending to livestock, haymaking, fencing.

Indicative of the tasks which an employee at this level may perform are the following:

- operate milking plant and equipment, in a safe manner;
- identify and report equipment not operating normally;
- work co-operatively as part of a team;
- read and record instrument information i.e. milk vat temperatures and cow numbers; and
- understands the principles of safe working.

#### 27.4 Farm and livestock hand level 4 (FLH4)

An employee at this level includes:

**(a)** Feedlot employee level 2 who:

- has two years experience in the feedlot industry; and
- works under routine supervision with intermittent checking of their work.

Indicative of the tasks which an employee at this level may perform are the following:

- utilise ability to make independent work decisions at this level;
- perform cattle handling procedures;
- perform cattle health and welfare procedures;
- euthanase livestock;
- perform cattle post-mortem procedures;
- select livestock for specific markets;
- transport, handle and store chemicals applicable to primary work area;
- prepare and apply chemicals applicable to primary work area;
- operate moving plant and equipment competently and efficiently;
- perform grain processing procedures;
- perform feed manufacture and delivery procedures;
- perform hygiene and housekeeping procedures associated with the primary work area;



- perform feedlot and environment maintenance procedures;
- possess understanding of industry QA programs and all site operating procedure; and
- carry out workplace OH&S procedures.

**27.5 Farm and livestock hand level 5 (FLH5)**

An employee at this level includes:

**(a) Dairy operator grade 2 who:**

- has two years experience in the industry;
- uses their knowledge and skills to multiple operations involving basic levels of problem solving and decision making; and
- has an appreciation of the overall processes involved in a dairy farm.

Indicative of the tasks which an employee at this level may perform are the following:

- operate milking plant and equipment, undertake multiple functions, produce a quality outcome e.g. farm machinery;
- maintain machinery, undertake adjustments and size changes;
- solve problems and make decisions within given guidelines;
- know general scientific terminology and assist with processes such as machine repair, artificial insemination, fertiliser mix design etc.;
- operate standard measuring equipment;
- operate computerised systems using menu options;
- contribute to the team in a specific role, providing input and assisting other team members; and
- work at times without supervision.

**(b) Senior station hand is an employee who:**

- has at least two years' experience in the industry; and
- is capable of performing efficiently without supervision any of the tasks reasonably required of them.

Indicative of the tasks which an employee at this level may perform are the following:

- drive, maintain and operate farm vehicles and machinery;
- animal husbandry;

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- stock handling;
- irrigation work; and
- use of chemicals.

### 27.6 Farm and livestock hand level 6 (FLH6)

An employee at this level includes:

(a) Feedlot employee level 3 who:

- has Certificate III qualifications;
- has worked in the feedlot industry for at least two years; and
- works with limited supervision with checking of their work related to overall progress.

Indicative of the tasks which an employee at this level may perform are the following:

- utilise ability to make independent work decisions;
- utilise Certificate III qualifications daily in the employee's primary work area;
- perform cattle handling procedures;
- perform cattle health and welfare procedures;
- euthanase livestock;
- perform cattle post-mortem procedures;
- select livestock for specific markets;
- transport, handle and store chemicals applicable to primary work area;
- prepare and apply chemicals applicable to primary work area;
- operate moving plant and equipment competently and efficiently;
- perform grain processing procedures;
- perform feed manufacture and delivery procedures;
- perform hygiene and housekeeping procedures associated with the primary work area;
- perform feedlot and environment maintenance procedures;
- possess understanding of industry QA programs and all site operating procedure; and
- carry out workplace OH&S procedures.

**27.7 Farm and livestock hand level 7 (FLH7)**

An employee at this level includes:

(a) Senior dairy operator grade 1 who:

- uses their knowledge and skills to coordinate the operation of a farm process or area of expertise e.g. milking and animal attendance, pasture and farm maintenance, breeding programs and artificial insemination area.

Indicative of the tasks which an employee at this level may perform are the following:

- overview of all farm operations;
- show strong planning and organising abilities, develop work plans to achieve objectives;
- operate computer equipment and software packages requiring set-up and basic function operation;
- maintain equipment requiring modification, part replacement and overhauls;
- gather information, generate a range of options and implement a course of action to solve problems;
- demonstrate a comprehensive understanding of the dairy industry monitoring the industry through literature;
- use measuring equipment requiring calibration and measurement conversion;
- use established scientific processes in at least one area of specification;
- co-operate with other team members, establish priorities and work goals; and
- work with others to develop their competencies.

(b) Feedlot employee level 4 who:

- has Certificate III qualifications;
- has worked in the feedlot industry for at least two years; and
- works with limited supervision with checking of their work related to overall progress.

Indicative of the tasks which an employee at this level may perform are the following:

- utilise ability to make independent work decisions;
- utilise Certificate III qualifications daily in the employee's primary work area;
- perform cattle handling procedures (where livestock operation is the primary work area);

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- perform cattle health and welfare procedures (where livestock operation is the primary work area);
- euthanase livestock (where livestock operation is the primary work area);
- perform cattle post-mortem procedures (where livestock operation is the primary work area);
- select livestock for specific markets;
- transport, handle and store chemicals applicable to primary work area;
- prepare and apply chemicals applicable to primary work area;
- operate moving plant and equipment competently and efficiently;
- perform grain processing procedures (where feeding and milling operations is the primary work area);
- perform feed manufacture and delivery procedures (where feeding and milling operations is the primary work area);
- perform hygiene and housekeeping procedures associated with the primary work area;
- perform feedlot and environment maintenance procedures (where feedlot and environment maintenance operations is the primary work area);
- possess understanding of industry QA programs and all site operating procedure;
- carry out workplace OH&S procedures.

#### **27.8 Farm and livestock hand level 8 (FLH8)**

An employee at this level includes:

**(a) Senior dairy operator grade 2 who:**

- under the direction of the owner or manager uses their expertise and skills in order to supervise and maintain the operation of a dairy farm.

Indicative of the tasks which an employee at this level may perform are the following:

- set and monitor work goals;
- anticipate potential problems/issues and determine the best course of action;
- approach the resolution of conflict using objectivity and reason, differentiating between the two;
- supervise other grades;
- where appropriate, seek to develop team performance and cohesion, taking into account competencies and the needs of team members;

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- keep abreast of dairy industry trends and changes;
- where necessary, exercise foresight in relation to farm needs and make recommendations to farm management; and
- operate scientific processes necessary to achieve farm objectives.

### 28. Minimum wages

[Varied by [PR997915](#), [PR999601](#), [PR509066](#), [PR509188](#), [PR522897](#), [PR523018](#), [PR536700](#), [PR536821](#), [PR551623](#), [PR551744](#), [PR566845](#), [PR566706](#), [PR579540](#), [PR579800](#), [PR592131](#), [PR592294](#), [PR606516](#), [PR606359](#)]

#### 28.1 Adult wages

[28.1 varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

The following wages apply to Farming and livestock hands classified under clause 27—Classifications of this award:

Wage group	Weekly award rate	Hourly rate
	\$	\$
<b>FLH1</b>	<b>719.20</b>	<b>18.93</b>
FLH2	739.90	19.47
<b>FLH3</b>	<b>750.60</b>	<b>19.75</b>
FLH4	768.30	20.22
<b>FLH5</b>	<b>782.00</b>	<b>20.58</b>
FLH6	794.70	20.91
<b>FLH7</b>	<b>837.40</b>	<b>22.04</b>
<b>FLH8</b>	<b>899.70</b>	<b>23.68</b>

#### 28.2 Junior wages

Age of employee	% of relevant adult rate
Under 16 years of age	50
16 years of age	60
17 years of age	70
18 years of age	80
19 years of age	90
20 years of age	100

### 28.3 With Keep Rate

[28.3 inserted by [PR999601](#) ppc 21Jul10; varied by [PR509188](#), [PR523018](#), [PR536821](#), [PR551744](#), [PR566845](#), [PR579540](#), [PR592294](#), [PR606516](#) ppc 01Jul18]

If keep is provided then the minimum wage will be the rates prescribed above less \$127.51 per week.

### 29. Special allowances

[Varied by [PR998138](#), [PR509188](#), [PR523018](#), [PR536821](#), [PR551744](#), [PR566845](#), [PR579540](#), [PR592294](#), [PR606516](#)]

[29.1 varied by [PR998138](#), [PR509188](#), [PR523018](#), [PR536821](#), [PR551744](#), [PR566845](#), [PR579540](#), [PR592294](#), [PR606516](#) ppc 01Jul18]

**29.1** Where a Station hand is required by the employer to find their own horse and/or saddle, the employee will be paid a weekly allowance of \$7.40 for the horse, and a weekly allowance of \$5.91 for the saddle.

**29.2** When a Station hand is required by the employer to provide their own dog which is used as a cattle or sheep dog for station purposes, the employer will pay to the employee:

- (a) an allowance mutually agreed upon for each such dog; and
- (b) the amount of any licence or registration fee which must be paid by the employee for a period during which the dog is so used.

**29.3** Employees will be paid a daily amount of 17% of the [standard rate](#) in addition to their ordinary rate for each day upon which they are engaged:

- (a) in or in connection with jetting or spraying of sheep, who either mix the poison or handle the nozzle; or
- (b) in swabbing sheep for more than three days in any one week.

### **30. Ordinary hours of work and rostering**

[Varied by [PR505053](#)]

**30.1** The average ordinary working hours for a Farm and livestock hand will be fixed by agreement between the employer and the employees but will not exceed an average of 38 hours per week over a four week period.

**30.2** The ordinary hours of work of Farm and livestock hands (other than Station cooks) will not exceed 152 hours in any consecutive period of four weeks.

### 30.3 Station cooks

[30.3 varied by [PR505053](#) from 14Dec10]

- (a) A cook who is required to work for more than five and a half days in any one week will be paid, in addition to the weekly wage of this award, the following overtime rates:
  - (i) for work on six full days—an amount of 3/22nds of the appropriate weekly rate;
  - (ii) for work on six full days and one half day—an amount equal to 3/11ths of the appropriate weekly rate; or
  - (iii) for work on seven full days—an amount equal to 9/22nds of the appropriate weekly rate.
- (b) No overtime will be worked nor will an employee perform work on the employee's day and/or half day off without the permission of or under the instructions of the employer or their authorised representative.

### 31. Overtime

[Varied by [PR505053](#), [PR575728](#)]

- 31.1** All time worked by an employee in excess of the ordinary hours in clause 30.1 will be regarded as overtime.
- 31.2** The rate of pay for overtime for a Farm and livestock hand will be time and a half, except on Sunday when the rate will be double time, except in the case of feeding and watering stock when such work will be paid for at the rate of time and a half.

[31.3 deleted by [PR575728](#) ppc 27Nov17]

[31.4 renumbered as 31.3 by [PR575728](#) ppc 27Nov17]

- 31.3** No employee will be entitled to payment for overtime, or equivalent time off instead, unless the employee makes a claim to the employer or their authorised representative either within two weeks after the overtime is alleged to have been performed or by the next date of payment of the employee's wages, whichever is the later.

[31.5 renumbered as 31.4 by [PR575728](#) ppc 27Nov17]

- 31.4** For the purpose of computing payment for overtime work for an employee engaged on 'with keep' terms, the cash value of such employee's wages must be deemed to be not less than the wage prescribed in this award for a similar class of employee with the value of keep added.

[New 31.5 inserted by [PR575728](#) ppc 27Nov17]

- 31.5** Time off instead of payment for overtime

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- (a)** An employee and employer may agree in writing to the employee taking time off instead of being paid for all overtime that is worked by the employee under this agreement.
- (b)** An agreement made under clause 31.4 will remain in place unless the agreement is terminated. The agreement can be terminated by the employer or employee at any time by notice in writing.
- (c)** An agreement made under clause 31.4 must be in writing and must state each of the following:
  - (i)** that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (ii)** that the agreement can be terminated at any time by notice in writing;
  - (iii)** that overtime worked after the agreement is terminated will be paid at the overtime rate applicable to the overtime when worked;
  - (iv)** that time off instead of overtime must be taken within 6 months of it being worked, at a time or times agreed by the employee and employer;
  - (v)** that, if time off is not taken as mentioned in paragraph (iv), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

Note: An example of the type of agreement required by this clause is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G. An agreement under clause 31.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 31.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e)** Time off must be taken:
  - (i)** within the period of 6 months after the overtime is worked; and
  - (ii)** at a time or times within that period of 6 months agreed by the employee and employer.
- (f)** If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked unless the employer agrees to pay out the accrued overtime earlier.
- (g)** The employer must keep a copy of any agreement under clause 31.4 as an employee record.



- (h) The employer must keep a record of the number of overtime hours worked by the employee, when those hours were worked and an updated record of the employee's time off instead of payment for overtime balance.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 31.4 will apply, including the requirement for a written agreement under paragraph (c) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 31.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 31.4.

## **32. Payment for public holidays**

Where a Farm and livestock hand is required to perform work on a public holiday the rate of pay will be double time.

## **Part 5—Pig Breeding and Raising**

### **33. Classifications**

#### **33.1 General duties**

A Piggery attendant at all classification levels may be required to undertake any duty or combination of duties listed below, as may be required at each enterprise, to the full limit of the employee's ability, training and/or licensing:

- apply and adhere to quarantine control procedures;
- clean and maintain protective footwear and clothing;
- clean and maintain administration and amenities buildings and associated fittings and equipment;

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- maintain an adequate environment for the well-being of stock;
- clean accommodation pens, fittings and equipment;
- provide feed and water for stock;
- tend to routine husbandry of all stock;
- apply animal identification systems;
- move, draft and weigh stock;
- remove and dispose of effluent;
- dispose of deceased stock;
- mix and mill feed;
- care for sick or injured stock;
- maintain herd health status at an acceptable level;
- operate farm-related vehicles, plant, machinery and equipment (if appropriately licensed);
- detect oestrous and mate breeding stock;
- diagnose pregnancy in breeding stock;
- assist sows and piglets at farrowing;
- remove faulty or damaged equipment and fittings;
- install new or replacement equipment and fittings;
- maintain a recording system and interpret data;
- transport stock, feed and equipment (if appropriately licensed);
- maintain sheds, fixtures and fittings, fences and surrounds;
- maintain machinery and equipment; and
- perform other duties as required.

Piggery attendants at all levels including PA3 and above may additionally be required to:

- select replacement breeding stock;
- make decisions on drug usage;
- destroy sick or injured stock in a humane manner;
- conduct post mortem examinations of deceased stock;
- order stores and equipment; and

- perform other duties as required.

### **33.2 Piggery attendant level 1 (PA1)**

(a) A Piggery attendant level 1 (PA1) is:

- an employee undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, farm layout, production program, work and record keeping procedures and occupational health and safety; or
- any person employed as general hand in a general capacity to perform basic tasks such as moving the stock from place to place, cleaning the establishment and the feeding of stock.

(b) An employee at this level:

- is generally a new recruit to the industry who performs simple or routine tasks essentially of a manual nature and to the level of their training;
- exercises minimal skills, knowledge and decision making;
- works under direct supervision, and is given regular direction or guidance and whose results are constantly monitored;
- is undertaking structured training so as to enable them to work at PA2 level; and
- after adequate instruction the employee, may be required to undertake any task(s) listed in clause 33.1.

### **33.3 Piggery attendant level 2 (PA2)**

(a) A Piggery attendant level 2 (PA2) is:

- an employee appointed by the employer to this level who has completed up to three months structured training so as to enable the employee to work within the scope of this level.

(b) An employee at this level:

- may have limited experience in the pig industry, and generally performs simple straightforward tasks, using well established techniques and practices in pig husbandry;
- exercises skills requiring some knowledge of established techniques and minimal routine decision making;
- works under frequent direct supervision and guidance;
- has work regularly inspected and the final result usually checked; and
- may be required to undertake any task(s) listed in clause 33.1.

**33.4 Piggery attendant level 3 (PA3)**

(a) A Piggery attendant level 3 (PA3) is:

- an employee appointed by the employer to this level; and
- who performs a range of different but straightforward tasks using well established techniques and practices under routine supervision.

(b) An employee at this level:

- exercises skills requiring knowledge or relevant experience in piggery procedures and is required to make decisions within the employee's knowledge and competence on day-to-day management of pigs;
- works under general supervision, is responsible for the quality of their own work and receives limited guidance relating to more unusual features or new tasks;
- may work individually or as part of a team, or may supervise the duties of employees at an equal or lower level;
- may be subject to routine performance checks; and
- may be required to undertake any task(s) listed in clause 33.1.

**33.5 Piggery attendant level 4 (PA4)**

(a) A Piggery attendant level 4 (PA4) is:

- an employee appointed by the employer to this level; and
- who has completed a minimum of:
  - one year of adult relevant experience in the industry;
  - an accredited stockperson training course certificate; or
  - equivalent formal training recognised by the employer, plus six months relevant adult experience in the industry.

(b) An employee at this level:

- performs a range of straightforward tasks using well established techniques and practices under limited supervision and is responsible for maintaining the quality and quantity of their work;
- exercises skills requiring sound knowledge of and experience in piggery procedures and requires instruction only on management decisions that vary from established practices and principles;
- exercises some individual judgment and initiative within established principles and practices;

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- may work individually or as part of a team or may supervise the duties of employees at an equal or lower level;
- assists in the provision of on-the-job training to a limited degree; and
- may be required to undertake any task(s) listed in clause 33.1.

### **33.6 Piggery attendant level 5 (PA5)**

(a) A Piggery attendant level 5 (PA5) is:

- an employee appointed by the employer to this level who has completed a minimum of:
  - two years adult relevant experience in the industry; or
  - an accredited apprenticeship or equivalent formal training plus one year of relevant adult experience in the industry.

(b) An employee at this level:

- performs a range of tasks using well established techniques and practices under minimal supervision and is responsible for maintaining the quality and quantity of work undertaken individually or as part of a team;
- exercises skills requiring sound knowledge of and experience in piggery procedures and displays considerable individual judgment and initiative within established principles and practices;
- may work individually or as part of a team or may supervise and co-ordinate the duties of employees at an equal or lower level;
- understands and applies quality control techniques; and
- may be required to undertake any task(s) listed in clause 33.1.

### **33.7 Senior piggery attendant level 6 (PA6)**

(a) A Senior piggery attendant level 6 (PA6) is:

- an employee appointed by the employer who has completed a minimum of:
  - three years relevant adult experience in the industry; or
  - an accredited traineeship or equivalent formal training plus two years relevant adult experience in the industry.

(b) An employee at this level:

- performs a range of tasks that may vary from established techniques and practices under minimal supervision and guidance and must be competent in all facets of duties required;
- may be required to work alone, lead work units and/or co-ordinate, supervise and/or train new employees;

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- may require extensive individual judgment and initiative within established management guidelines;
- understands and applies quality control and assurance techniques;
- may supervise and/or train employees at all levels up to and including PA5; and
- may be required to undertake any task(s) listed in clause 33.1.

### 33.8 Senior piggery attendant level 7 (PA7)

(a) A Senior piggery attendant level 7 (PA7) is:

- an employee appointed by the employer who has completed a minimum of:
  - three years adult experience in the pig breeding industry; and
  - has completed the New South Wales Technical and Further Education Rural Trades Course or other Trades Certificate and/or course(s) accredited and recognised by the Pig Industry Training Council.

(b) An employee at this level:

- performs a range of tasks relating to the purchase, installation and programmed maintenance of plant, fittings and fixtures and mechanical, hydraulic or electrical equipment and machinery;
- exercises discretion within the scope of this level and the employee's qualifications/training;
- provides trade guidance and assistance to levels PA5 and PA6 as part of a work team;
- works with minimal direction or supervision and is responsible for the quality of their own work;
- exercises trade skills relevant to the requirements of the level;
- co-ordinates and supervises non-trades employees within a work team; and
- may be required to undertake any task(s) listed in clause 33.1.

## 34. Minimum wages

[Varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#)]

### 34.1 Adult wages

[34.1 varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

The following wages apply to Piggery attendants classified under clause 33—  
Classifications of this award:

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<b>Wage group</b>	<b>Weekly award rate</b>	<b>Hourly rate</b>
	<b>\$</b>	<b>\$</b>
PA1	719.20	18.93
PA2	739.40	19.46
PA3	768.30	20.22
PA4	794.80	20.92
PA5	815.40	21.46
PA6	837.40	22.04
PA7	863.60	22.73

### 34.2 Junior wages

<b>Age of employee</b>	<b>% of relevant adult rate</b>
Under 16 years of age	50
16 years of age	60
17 years of age	70
18 years of age	80
19 years of age	90
20 years of age	100

## 35. Ordinary hours of work and rostering

[35.1 substituted by [PR545345](#) ppc 12Dec13]

**35.1** Ordinary hours for Piggery attendants will not exceed 152 in any four week period. If an employee works less than 38 hours in one week of any four week period then the employer will use its best endeavours to ensure that the employee is paid for 38 hours work during any such week. Unless otherwise agreed by an employer and an affected employee the spread of ordinary hours will not exceed eight per day between 6.00 am and 6.00 pm Monday to Friday. No employee will be required to work more than 12 ordinary hours per day.

**35.2** Agreement may be reached between an employer and the majority of employees at a workplace about the method of implementing a 38 hour week at the workplace.

### 35.3 Shiftwork definitions

- (a) **Afternoon shift** means any shift finishing after 6.00 pm and at or before midnight.
- (b) **Continuous work** means work carried on with consecutive shifts of employees throughout the 24 hours of each day, of at least six consecutive days without

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interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employers.

- (c) **Night shift** means any shift finishing subsequent to midnight and at or before 8.00 am.
- (d) **Rostered shift** means a shift of which the employee concerned has had at least 48 hours notice.

**35.4** By agreement between the employer and the majority of employees concerned, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

### **35.5 Continuous work hours**

- (a) This subclause will apply to shiftworkers on continuous work as defined in clause 35.3(b). The ordinary hours of shiftworkers will average 38 per week inclusive of crib time and must not exceed 152 hours in 28 consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed a maximum of 26 weeks.
- (b) Subject to the following conditions, such shiftworkers will work at such times as the employer may require.
- (c) A shift will consist of not more than 10 hours inclusive of crib time. Provided that:
  - (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift will be by agreement between the employer and the majority of employees in the plant or work section or sections concerned;
  - (ii) by agreement between the employer, the majority of employees in the work section or sections concerned and where an employee or employees nominate, ordinary hours not exceeding 12 on any day may be worked.
  - (iii) except at the regular changeover of shifts an employee must not be required to work more than one shift in each 24 hours; and
  - (iv) 20 minutes will be allowed to shiftworkers each shift for crib, which will be counted as time worked.

### **35.6 Other than continuous work hours**

- (a) This subclause will apply to shiftworkers not upon continuous work as defined in clause 35.3(b). The ordinary hours of shiftworkers will average 38 per week inclusive of crib time and must not exceed 152 hours in 28 consecutive days.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of



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38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed a maximum of 26 weeks.

- (b) The ordinary hours will be worked continuously except for meal breaks at the discretion of the employer. An employee must not be required to work for more than five hours without a break for a meal. Except at regular changeover of shifts an employee must not be required to work more than one shift in each 24 hours.

Provided that:

- (i) the ordinary hours of work prescribed must not exceed 10 hours on any day;
- (ii) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours will be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
- (iii) by agreement between the employer, the majority of employees on the site, work section or sections concerned and where an employee or employees nominates, ordinary hours not exceeding 12 on any day may be worked.

### 35.7 Rosters

Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.

### 35.8 Variation by agreement

- (a) Subject to clause 35.3 the method of working shifts may in any case be varied by agreement between the employer and the majority of employees concerned.
- (b) The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by five days notice of alteration given by the employer to the employees.

### 35.9 Afternoon or night shift allowances

- (a) A shiftworker while on afternoon or night shift must be paid for such shift 15% more than the ordinary rate.
- (b) A shiftworker who works on an afternoon or night shift which does not continue:
  - (i) for at least five successive afternoons or nights on a five day site or six successive afternoons or nights on a six day site; or
  - (ii) for at least the number of ordinary hours prescribed by one of the alternative arrangements in clauses 35.9(c)(ii) or (iii) of this award;

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must be paid for each such shift at the rate of time and a half for the first three hours and double time after that.

- (c) An employee who:
- (i) during a period of engagement on shift, works night shift only; or
  - (ii) remains on night shift for a longer period than four consecutive weeks; or
  - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one third of their working time off night shift in each shift cycle;

must during such engagement period or cycle be paid 30% more than the ordinary rate for all time worked during ordinary working hours on such night shift.

- 35.10** A shiftworker required to work on Saturdays, Sundays or public holidays must not receive the shift penalty in clause 35.9 on those days. The provisions of clauses 37—Saturdays and Sundays and 38—Payment for public holidays will apply instead.

## **36. Overtime and penalty rates**

[Varied by [PR998138](#), [PR509188](#), [PR523018](#), [PR536821](#), [PR551744](#), [PR566845](#), [PR579540](#), [PR592294](#), [PR575728](#), [PR606516](#)]

- 36.1** All time worked by Piggery attendants before the ordinary commencing time or after the ordinary ceasing time or in excess of ordinary hours of work in any one day or in any one week will be regarded as overtime and will be paid for at the rate of time and a half for the first two hours and double time after that.
- 36.2** All overtime worked on Saturday will be paid for at the rate of time and a half for the first two hours and double time after that.
- 36.3** In computing overtime each day's work will stand alone.
- 36.4** An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of four hours work at the appropriate rate for each time the employee is so recalled; provided that the employee must not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.

[36.5 varied by [PR998138](#), [PR509188](#), [PR523018](#), [PR536821](#), [PR551744](#), [PR566845](#), [PR579540](#), [PR592294](#), [PR606516](#) ppc 01Jul18]

- 36.5** If an employee is required to work overtime after working ordinary hours on Monday to Friday (except where the period of overtime is less than one hour and a half) the employee will be paid \$13.34 for the first and any subsequent meals. Alternatively the employer may supply the employee with a meal.
- 36.6** Before starting such overtime an employee will be allowed a meal break of 30 minutes which will be paid for at ordinary rates.

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- 36.7** An employee working such overtime will be allowed a crib time of 20 minutes without deduction of pay after each four hours of work.
- 36.8** Employees will work reasonable overtime to meet the needs of the enterprise.
- 36.9** No employer or employee will be party to payment for overtime where such overtime is not actually worked. The assignment of overtime by an employer will be based on specific work requirements and the practice of 'one in all in' overtime must not apply.

[36.10 varied by [PR998138](#), [PR509188](#), [PR523018](#), [PR536821](#), [PR551744](#), [PR566845](#), [PR579540](#), [PR592294](#), [PR606516](#) ppc 0Jul18]

- 36.10** Where overtime is unplanned and not notified the day or days beforehand, a payment will be made of \$13.34 after two hours of overtime if work will continue beyond the meal break. Alternatively the employer may supply the employee with a meal.
- 36.11** An employee notified the day or days prior to an overtime day must not be paid a meal allowance unless the overtime is cancelled. Should cancellation occur the employee will be paid a meal allowance for the meal prepared if notice of cancellation is not given at least the day before the planned overtime.

[36.12 inserted by [PR575728](#) ppc 27Nov17]

### **36.12 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 all overtime that is worked by the employee under this agreement.
- (b) An agreement made under clause 36.12 will remain in place unless the agreement is terminated. The agreement can be terminated by the employer or employee at any time by notice in writing.
- (c) An agreement made under clause 36.12 must be in writing and must state each of the following:
- (i) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (ii) that the agreement can be terminated at any time by notice in writing;
  - (iii) that overtime worked after the agreement is terminated will be paid at the overtime rate applicable to the overtime when worked;
  - (iv) that time off instead of overtime must be taken within 6 months of it being worked, at a time or times agreed by the employee and employer;
  - (v) that, if time off is not taken as mentioned in paragraph (iv), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

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Note: An example of the type of agreement required by this clause is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G. An agreement under clause 36.12 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 36.12 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked unless the employer agrees to pay out the accrued overtime earlier.
- (g) The employer must keep a copy of any agreement under clause 36.12 as an employee record.
- (h) The employer must keep a record of the number of overtime hours worked by the employee, when those hours were worked and an updated record of the employee's time off instead of payment for overtime balance.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request the clause 36.12 will apply, including the requirement for a written agreement under paragraph (c) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 36.12 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 36.12.

## **37. Saturdays and Sundays**

### **37.1 Saturdays**

#### **(a) Day workers**

- (i)** The rate for ordinary time duty on Saturday will be time and a half.
- (ii)** The rate for overtime duty on a Saturday will be time and half for the first two hours and double time after that, with a minimum payment of three hours except for work which is continuous with ordinary duty.

#### **(b) Shiftworkers**

The minimum rate to be paid to a shiftworker for work performed will be time and a half. Such extra rate will be in substitution for and not cumulative upon the shift allowances prescribed in clause 35.9 in this award.

### **37.2 Sundays**

- (a)** The rate for overtime duty on a Sunday will be double time with a minimum payment of three hours at such rate except for work which is continuous with ordinary duty.
- (b)** Shiftworkers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday will be paid at the rate of double time.

## **38. Payment for public holidays**

**38.1** A Piggery attendant who is a day worker required to work on a public holiday will be paid at the rate of double time and one half for a minimum of three hours and up to the usual rostered hours. For time worked in excess of the ordinary rostered hours overtime rates will apply.

**38.2** A shiftworker required to work on a public holiday will be paid at the rate of double time for a minimum of three hours and up to the usual rostered hours.

**38.3** By agreement between an employer and the employees, time off instead of payment for public holidays may be accrued for public holiday work. That is, the employee will receive ordinary time payment for the hours worked on the said holiday and accrue time to be taken at a mutually agreed time.

## Part 6—Poultry Farming

### 39. Classifications

#### 39.1 Poultry farm worker level 1 (PW1)

- (a) A Poultry farm worker level 1 (PW1) includes:
- General hands.
- (b) An employee at this level:
- may undertake training for any task;
  - may be trained in more than one specific area, depending on the employee's application to these tasks;
  - may be engaged in collecting and grading eggs; and
  - has less than 12 months experience in the industry.

#### 39.2 Poultry farm worker level 2 (PW2)

- (a) A Poultry farm worker level 2 (PW2) includes:
- (i) an employee with more than 12 months experience in the industry who performs the duties of a Poultry farm worker level 1 and may be required to perform any of the following duties:
- collect and grade eggs;
  - care for sheds and litter, maintain egg records, cull flocks of poultry as required;
  - remove waste product;
  - drive and/or operate farm plant and equipment; and
  - pick-up work and associated general duties as a farm hand.
- (ii) Hatchery assistants who:
- rotate eggs in incubators;
  - check eggs;
  - undertake sexing and beak trimming;
  - sort and grade eggs and day-old poultry;
  - fumigate and vaccinate;
  - clean and sanitise hatchery incubators, hatching and associated equipment; and

- perform any work undertaken by a farm hand.

(b) An employee at this level may be engaged at or in connection with mixing poultry food or grain crushing.

### **39.3 Poultry farm worker level 3 (PW3)**

(a) A Poultry farm worker level 3 (PW3) includes:

(i) Stock hands who:

- are other than hatchery employees or employees engaged in pick up work; and
- have been and are substantially engaged in actually handling livestock for a period of six months.

(ii) Farm maintenance workers who perform:

- pipefitting work;
- tack welding; and
- other minor maintenance work which involves the significant use of tools.

(iii) Farm transporters who:

- have their principal duties centred on a poultry farm or hatchery;
- may work as a stock hand, farm hand or hatchery assistant;
- transport livestock and/or eggs from farm to farm and from farm to hatchery or return and related activities;
- remove and transport litter and sawdust for poultry farms; and
- are qualified front-end loader operators.

(b) An employee at this level:

- will also perform any task undertaken by a farm hand; and
- may operate a front-end loader as part of their general duties.

### **39.4 Poultry farm worker level 4 (PW4)**

(a) A Poultry farm worker level 4 (PW4) includes:

(i) Authorised testers;

(ii) Certified rural tradespersons who:

- have been employed for a period of not less than four years relevant employment in a rural industry; and

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- have completed the Rural Trades Course at TAFE or similar course or courses approved by the Rural Apprenticeship Training Committee upon application.

### 40. Minimum wages

[Varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#)]

#### 40.1 Adult wages

[40.1 varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

The following wages apply to Poultry workers classified under clause 39—  
Classifications of this award:

Wage group	Weekly award rate	Hourly rate
	\$	\$
PW1	719.20	18.93
PW2	750.60	19.75
PW3	782.00	20.58
PW4	837.40	22.04

#### 40.2 Junior wages

Age of employee	% of relevant adult rate
Under 16 years of age	50
16 years of age	60
17 years of age	70
18 years of age	80
19 years of age	90
20 years of age	100

### 41. Ordinary hours of work and rostering

[41 substituted by [PR545345](#) ppc 12Dec13]

- 41.1** The ordinary hours of work of Poultry farm workers must not exceed 152 hours in any consecutive period of four weeks.



## 42. Overtime

[Varied by [PR545345](#), [PR575728](#)]

**42.1** All time worked by an employee in excess of the ordinary hours in clause 41.1 must be overtime.

[42.2 deleted by [PR575728](#) ppc 27Nov17]

[42.3 inserted by [PR545345](#); renumbered as 42.2 by [PR575728](#) ppc 27Nov17]

**42.2** The rate of pay for overtime will be time and a half, provided that double time will be paid for all work performed on Sunday except in the case of feeding or watering the stock when such work will be paid for at the rate of time and a half.

[New 42.3 inserted by [PR575728](#) ppc 27Nov17]

### 42.3 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for all overtime that is worked by the employee under this agreement.
- (b) An agreement made under clause 42.2 will remain in place unless the agreement is terminated. The agreement can be terminated by the employer or employee at any time by notice in writing.
- (c) An agreement made under clause 42.2 must be in writing and must state each of the following:
  - (i) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (ii) that the agreement can be terminated at any time by notice in writing;
  - (iii) that overtime worked after the agreement is terminated will be paid at the overtime rate applicable to the overtime when worked;
  - (iv) that time off instead of overtime must be taken within 6 months of it being worked, at a time or times agreed by the employee and employer;
  - (v) that, if time off is not taken as mentioned in paragraph (iv), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

Note: An example of the type of agreement required by this clause is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G. An agreement under clause 42.2 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

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EXAMPLE: By making an agreement under clause 42.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked unless the employer agrees to pay out the accrued overtime earlier.
- (g) The employer must keep a copy of any agreement under clause 42.2 as an employee record.
- (h) The employer must keep a record of the number of overtime hours worked by the employee, when those hours were worked and an updated record of the employee's time off instead of payment for overtime balance.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request the clause 42.2 will apply, including the requirement for a written agreement under paragraph (c) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 42.2 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 42.2.

### 43. Payment for public holidays

Where a Poultry worker is required to perform work on a public holiday, the rate of pay will be double time.

## Part 7—Shearing Operations

### 44. Classifications

[Varied by [PR586646](#), [PR587149](#), [PR592294](#)]

Employees engaged for work in a shed, other than Woolclassers and Shearing shed experts, will be engaged on a casual basis in one or more of the following categories:

- Shearer;
- Crutcher;
- Shed hand;
- Woolpresser; or
- Shearing cook.

A composite of these categories may apply where the employee has mixed functions, except Shearers.

#### 44.1 Shed hands or Woolpresser-shed hands

- (a) A Shed hand or Woolpresser-shed hand may be required to work as a generally useful hand in or about the shearing shed either during the crutching or shearing or when crutching or shearing is not taking place.
- (b) Shed hands, Woolpressers and Woolpresser-shed hands will be paid by the run (as defined in clause 48.1) provided that:
  - (i) on any day on which the employee attends for duty they will be guaranteed a minimum daily payment for two runs except on the day of cut out where if work continues beyond the normal lunch break then payment will be made for four runs;
  - (ii) further, if sheep are voted wet at the commencement of the third or fourth run, then they will be paid for all completed runs on that day together with the run due to commence or partly completed at the time sheep are voted wet; and
  - (iii) the minimum payment of two runs per day will not apply where an employee is not required to attend for work because of wet weather, provided that the employee is advised on each preceding day that they will not be required to attend, or if advised by the employer of a starting time with more than 24 hours notice.
- (c) When an employee has mixed functions (e.g. as Woolpresser and Shed hand) they will be treated, for the purposes of calculating the employee's pay, as if employed only to perform such of the functions as carry the higher minimum rate under this award.
- (d) Woolpresser-shed hands and Shed hands will weigh, brand, store and carry wool to the press without extra payment.

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- (e) An employer may direct a Shed hand to carry out the duties of a Woolpresser, provided that:
  - (i) the employee will only be required to perform those duties of a Woolpresser that are within the limits of that employee's skill, competence and training;
  - (ii) the performance of such duties does not involve either an alteration to the employee's classification or a major and substantial change in the duties normally performed by the employee; and
  - (iii) such a direction will be given only in the pursuit of the efficient conduct of a shearing or crutching operation in circumstances of unavailability of a contracted Woolpresser for a limited period.

### 44.2 Woolpressers

- (a) A Woolpresser or Woolpresser-shed hand will:
  - (i) press as soon as possible all the wool shorn or crutched from the relevant shearing or crutching;
  - (ii) weigh, brand and store the wool; and
  - (iii) press and close the bales in the manner and, as nearly practicable, to the weight directed by the overseer, and remove all clippings and string from the inside of the bales and clear away such clippings and string and all loose wool from the portion of the shed occupied for woolpressing.
- (b) An employer may direct a Woolpresser to carry out the duties of a Shed hand, provided that:
  - (i) the employee will only be required to perform those duties of a Shed hand that are within the limits of that employee's skill, competence and training; and
  - (ii) the performance of such duties does not involve either an alteration in the employee's classification or a major and substantial change in the duties normally performed by the employee.

### 44.3 Shearing cooks

- (a) Shearing cooks will prepare and cook up to five meals per day, inclusive of morning and afternoon tea, for an agreed number of persons.
- (b) The total number of persons for whom an employee is to cook will not, on the average of the shearing or crutching, be less than the minimum number agreed upon nor more than the maximum number agreed upon provided that if any of the employees to be cooked for strike or wilfully cease work against the direction of the employer, the Shearing cook will be entitled to payment of wages in respect only of those employees who do not strike or cease work.

- (c) The Shearing cook will provide at the cook's own expense such suitable assistant or assistants as may be necessary for the proper cooking and serving of food.
- (d) Shearing cooks may be engaged per half day. On the day prior to the commencement of shearing or crutching, should the Shearing cook be required to prepare the evening meal or clean and prepare the kitchen for a normal start on the following day, payment will be made at 50% of the daily or piecework rate.
- (e) On the day of cut out a Shearing cook will be guaranteed 50% of the daily or piecework rate. However should shearing proceed after the normal midday meal break a full day's wages will be payable.
- (f) Where a Shearing cook is engaged to cook for non-resident employees and prepares morning and afternoon tea and a midday meal they will receive 50% of the daily or piecework rate.
- (g) Where clause 44.3(f) applies, employees will be required to contribute a maximum of 50% of the rate established pursuant to clause 45.5 of this award.

**44.4 Shearers and learner Shearers**

[44.4 substituted by [PR586646](#); corrected by [PR587149](#) ppc 31Oct16]

**(a) Shearers**

Shearers will be engaged to shear and/or crutch sheep.

**(b) Learner shearers**

- (i) A learner will mean a shearer or intending shearer who has not yet shorn five thousand sheep.
- (ii) A learner who starts in a shed as a learner will continue to be regarded as a learner under clause 44.4 for a run of sheds, although they become a shearer, not a learner, before the run of sheds is completed.
- (iii) The learner must produce to their employer or intended employer a certificate, log book or equivalent in the following form showing the number of sheep they have shorn:

**LEARNER'S CERTIFICATE TO BE PRESENTED AT EACH SHEARING**

Issued to .....

Home address .....

Date of issue of certificate .....

Age .....

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Date	Station	Total sheep shorn	Average tally per day (whole days)	Signature of owner or manager or shed overseer	Signature of learner	Total sheep shorn prior to issue of this certificate

[44.4(b)(iv) varied by [PR592294](#) ppc 01Jul17]

- (iv) The earnings of a learner shearer will not be less than they would have received had they been employed for the same period as an adult shed hand, plus the combs and cutters allowance of **\$20.81** per week. The agreement of such specified learner will be endorsed “learner” at the time it is signed.

**44.5 Crutchers**

Crutchers will be engaged to crutch sheep, either a full crutch or other crutch.

**44.6 Woolclassers**

The classification and duties structure is as follows:

**(a) Woolclasser level 1**

Woolclasser level 1 (W1) may be required to undertake woolclassing duties only. These duties, which will be carried out in accordance with the directions and orders of the owner or nominated representative, will be as follows:

- (i) to classify the wool and advise and report generally as a wool expert, according to the industry agreed code of practice as published by the Australian Wool Exchange Limited or its successors;
- (ii) to instruct the woolrollers and supervise the skirting and rolling of the fleece;
- (iii) to instruct and supervise the piece-pickers, the pickers-up as far as concerns their duty in picking up the fleeces and all other persons engaged in the handling of the wool;
- (iv) to instruct the Woolpressers and exercise a general supervision over the pressing, weighing and branding of the bales;
- (v) to keep the shed wool book, or see that it is kept by the Woolpresser or woolweigher, to the satisfaction of the employer, and, where required, to write up the station permanent wool and weight book daily (one copy only); and
- (vi) to complete waybills if and when required.

**(b) Woolclasser level 2**

A Woolclasser level 2 (W2) may be required to undertake:

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- (i) woolclassing duties, being any of the duties outlined in relation to Woolclasser level 1; and
- (ii) woolrolling, where such work is incidental to the duties of a Woolclasser, and other shed hand work where such work is a minor and incidental part of the duties of the Woolclasser. In the interest of efficient performance of work by the Woolclasser, such woolrolling will not be performed in a shed where more than 900 fleeces per day are shorn.

### (c) **Woolclasser level 3**

A Woolclasser level 3 (W3) may be required to undertake:

- (i) woolclassing duties, being any of the duties described for Woolclasser level 1 above;
- (ii) woolrolling or other shed hands work as described for Woolclasser level 2 above;
- (iii) overseeing or management of the board, provided that a Woolclasser must not do overseeing nor take the management of the board in addition to doing woolclassing in any shed where more than twelve Shearers are employed;
- (iv) bookkeeping; and
- (v) experting, as described in clause 44.7, provided that except in the case of an emergency, a Woolclasser must not act as an expert in addition to doing woolclassing in a shed where more than six Shearers are employed at any one time.

## 44.7 **Shearing shed experts**

### (a) **Shearing shed expert level 1**

A Shearing shed expert level 1 (E1) may be required to perform experting duties only. The duties of a Shearing shed expert will include attending to the shearing shed machinery, engine driving and the grinding of combs and cutters and such other duties as may be agreed upon by the employer and the employee at the time of the employee's engagement.

### (b) **Shearing shed expert level 2**

A Shearing shed expert level 2 (E2) may be required to perform:

- (i) experting duties as described for Shearing shed expert level 1;
- (ii) woolrolling or other shed hands work where such work is a minor and incidental part of the duties of an expert. In the interest of efficient performance of work, such woolrolling must not be performed in a shed where more than 900 fleeces per day are shorn;

- (iii) overseeing or management of the board; and
- (iv) bookkeeping.

**45. Minimum wages**

[Varied by [PR994669](#), [PR994545](#), [PR998138](#), [PR997915](#), [PR999460](#), [PR509066](#), [PR509188](#), [PR522897](#), [PR523018](#), [PR536700](#), [PR536821](#), [PR545345](#), [PR551623](#), [PR551744](#), [PR566706](#), [PR566845](#), [PR579540](#), [PR577025](#), [PR579800](#), [PR592131](#), [PR592294](#), [PR606516](#), [PR606359](#)]

**45.1 Rates for Shearers**—if not found employee

**(a) For flock sheep (wethers, ewes and lambs):**

[45.1(a) varied by [PR998138](#), [PR997915](#), [PR509066](#), [PR522897](#), [PR509188](#), [PR523018](#), [PR536700](#), [PR536821](#), [PR551623](#), [PR551744](#), [PR566706](#), [PR566845](#), [PR579540](#), [PR579800](#), [PR592131](#), [PR592294](#), [PR606359](#) ppc 01Jul18, [PR606516](#) ppc 01Jul18]

If not found employee, by machine \$310.77 per 100 which is arrived at by:

<b>Shearer’s formula</b>	<b>\$</b>
<i>Minimum rate</i>	790.16
Plus 20% piecework allowance—min rate x 20%	158.03
Plus 25% casual loading—min rate x 25%	197.54
<i>Subtotal</i>	1145.73
Plus shearing industry allowance	221.25
Plus rations	59.38
Plus allowance for combs/cutters	104.00
Plus payment for handpiece	23.51
<i>Weekly total for casual piecework shearer with own handpiece (500 sheep)</i>	1553.87
Rate per 100 conversion—total divided by 5	310.77

- (b) **For rams (other than special stud rams) and ram stags**—double the rate for flock sheep.
- (c) **For stud ewes and their lambs**—one and a quarter times the rate for flock sheep.
- (d) **For double-fleeced sheep**—one and one-third times the rate prescribed appropriate to the class of sheep.
- (e) **For hand shearing**—7.5% additional to the rate for each class of sheep.
- (f) Any Shearers that are required to provide their own stud combs will be paid 25% additional to the rate of each class of sheep.



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**(g) For special studs**—as agreed.

[45.1(h) substituted by [PR994545](#) ppc 01Jan10; varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

**(h) If found employee**—the rates prescribed above less the amount of \$31.43, which is arrived at by adding the Shearing cook's daily rate to one fifth of the Shearers' ration component.

**(i) Engagement by the day:**

[45.1(i) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

\$232.18 per day if not found employee;

\$200.75 per day if found employee.

The per day rate for not found employees is calculated by the old not found employee daily rate multiplied by Shearers rate per 100 divided by the old Shearers rate per 100 (less found deduction if found employee).

### 45.2 Rates for crutching

[45.2(a) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

**(a) Piecework rates—if not found employee:**

	<b>Per 100 \$ At sheds</b>	<b>Per 100 \$ Other than at sheds</b>
Full crutching, that is, shearing the inside parts of the legs, between the legs, and around and above the tail. In addition when required:	90.12	77.69
<ul style="list-style-type: none"><li>• removing wool that has been struck by blowfly;</li><li>• lifting the bottom leg and shearing that leg prior to turning the sheep around and above the tail; and/or</li><li>• giving up to two blows above the tail</li></ul>		
All other crutching	71.48	62.15
For wiggling or ringing	34.18	34.18
For either wiggling or ringing in addition to crutching	9.32	9.32
For wiggling and ringing	55.94	55.94
For wiggling and ringing in addition to crutching—crutching rate plus	15.54	15.54

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	<b>Per 100 \$ At sheds</b>	<b>Per 100 \$ Other than at sheds</b>
For cleaning the belly of any ewe above the teats (no more than two blows of the machine or shears)—crutching rates plus	7.77	7.77

[45.2(b) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

- (b) In addition to the payments per 100 contained in this clause an allowance of \$10.03 per person per day will be paid for the lack of amenities when crutching is performed other than at sheds, which is arrived at by the formula in clause 45.2(c).

**(c) Crutching formula**

Full crutching at sheds	29% of Shearers per 100 rate
All other crutching at sheds	23% of Shearers per 100 rate
Full crutching other than at sheds	25% of Shearers per 100 rate
All other crutching other than at sheds	20% of Shearers per 100 rate
Wigging or ringing	11% of Shearers per 100 rate
Wigging or ringing in addition to crutching	3% of Shearers per 100 rate
Wigging and ringing	18% of Shearers per 100 rate
Wigging and ringing in addition to crutching	5% of Shearers per 100 rate
Cleaning bellies etc.	2.5% of Shearers per 100 rate

**(d) Special crutching rates**

[45.2(d) varied by [PR545345](#); substituted by [PR577025](#) ppc 15Feb16]

- (i) For crutching stud ewes and their lambs – one and a quarter of the rates prescribed in clause 45.2(a).
- (ii) For crutching rams and ram stags – double the rates prescribed in clause 45.2(a).

[45.2(e) substituted by [PR994545](#) ppc 01Jan10; varied by [PR997915](#), [PR509066](#), [PR522897](#); [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

- (e) **If found employee**—the rates prescribed above less the amount of \$31.43, which is arrived at by adding the Shearing cook’s daily rate to one fifth of the Shearers’ ration component.

**45.3 Rates for Shed hands**

[45.3(a) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

(a) If not found employee:

<b>Adults</b>	<b>Weekly</b>	<b>Per run</b>
	\$	\$
For adults with less than 65 work days experience as a shed hand	1115.83	55.79
For adults with 65 or more work days experience as a shed hand	1173.91	58.70

These amounts are arrived at by using the formula in clause 45.3(b).

(b) **Shed hands (adult) formula**

[45.3(b) varied by [PR998138](#), [PR997915](#), [PR509066](#), [PR522897](#), [PR509188](#), [PR523018](#), [PR536700](#), [PR536821](#), [PR551623](#), [PR551744](#), [PR566706](#), [PR566845](#), [PR579540](#), [PR579800](#), [PR592131](#), [PR592294](#), [PR606516](#), [PR606359](#) ppc 01Jul18]

	\$
<i>With less than 65 work days experience in the industry</i>	
Minimum rate—which is 84.56% of Shearer’s minimum rate	668.16
Plus 25% casual loading—new minimum wage rate x 25%	167.04
Plus shearing industry allowance	221.25
Plus rations	59.38
<i>Total</i>	1115.83
Per run—divide by 20	55.79
<i>With more than 65 work days experience in the industry</i>	
Minimum rate which is 90.44% of Shearer’s minimum rate	714.62
Plus 25% casual loading—new minimum wage rate x 25%	178.66
Plus shearing industry allowance	221.25
Plus rations	59.38
<i>Total</i>	1173.91
Per run—divide by 20	58.70

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(c) **Shed hands (junior) formula**

[45.3(c) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

	\$ per run
<b>Under 18 years</b>	
<i>With less than 65 work days experience as a shed hand</i>	
70% of equivalent adult rate	39.05
<i>With 65 work days or more experience as a shed hand</i>	
70% of equivalent adult rate	41.09
<b>18–20 years</b>	
<i>With less than 65 work days experience as a shed hand</i>	
90% of equivalent adult rate	50.21
<i>With 65 work days or more experience as a shed hand</i>	
90% of equivalent adult rate	52.83

[45.3(d) substituted by [PR994545](#) ppc01Jan10; varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

(d) **If found employee**—the rates prescribed above less the amount of \$31.43, which is arrived at by adding the Shearing cook’s daily rate to one fifth of the Shearers’ ration component.

**45.4 Rates for Woolpressers**—if not found employee:

(a) **Piecework**

[45.4(a) varied by [PR998138](#), [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

	\$
By hand—per bale	18.71
By hand—per kilo	0.1228
By power—per bale	12.47
By power—per kilo	0.0818

These rates are arrived at by using the formula in clause 45.4(b).

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(b) Woolpresser's formula

[45.4(b) varied by [PR998138](#), [PR997915](#), [PR999460](#), [PR509066](#), [PR522897](#), [PR509188](#), [PR523018](#), [PR536700](#), [PR536821](#), [PR551623](#), [PR551744](#), [PR566706](#), [PR566845](#), [PR579540](#), [PR579800](#), [PR592131](#), [PR592294](#), [PR606516](#), [PR606359](#) ppc 01Jul18]

	Piecework	Timework
	\$	\$
<i>Minimum rate</i>	709.92	769.02
Plus 20% piecework allowance—min rate x 20%	141.98	-
Plus 25% casual loading—min rate x 25%	177.48	192.26
<i>Subtotal</i>	1029.38	-
Plus shearing industry allowance	221.25	221.25
Plus rations	59.38	59.38
<i>Total per week</i>	1310.01	1241.91
Per run—total divided by 20	-	62.10
By hand—per bale = total divided by 70	18.71	-
By hand—per kilo = by hand per bale rate divided by 152.4	0.1228	-
By power—per bale = by hand per bale rate x 2/3	12.47	-
By power—per kilo = by power per bale rate divided by 152.4	0.0818	-

[45.4(c) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

(c) For weighing and branding bales—\$0.41 per bale extra.

[45.4(d) varied by [PR997915](#), [PR999460](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

(d) If the total sum which the Woolpresser would receive under the rates amounts to less than \$62.10 per run multiplied by the number of runs that a time work employee would have been paid for, the employer will pay the deficiency to the employee.

[45.4(e) substituted by [PR994545](#) ppc 01Jan10; varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

(e) **If found employee**—the rates prescribed above less the amount of \$31.43, which is arrived at by adding the Shearing cook's daily rate to one fifth of the Shearers' ration component.

(f) Woolpressers engaged at piecework rates will, for all wool pressed by them, be paid wholly per bale or wholly per kilogram and will for greasy wool per kilogram be paid for an average of 140 kg per bale if the bales pressed average less than that weight.

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[45.4(g) substituted by [PR994545](#) ppc 01Jan10; varied by [PR997915](#), [PR999460](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

- (g) The minimum rate to be paid for woolpressing for employees engaged at time work rates will be \$62.10 per run if not found employee. If found employee, rates will be the rate prescribed less \$31.43 per day, which is arrived at by adding the Shearing cook's daily rate to one fifth of the Shearers' ration component.
- (h) Provided that where a Woolpresser engaged at time work would have earned more at a particular shearing than the minimum calculation (by multiplying the per run rate by the number of runs the Woolpresser would have been paid for) if the Woolpresser had been engaged at piecework rates, then the Woolpresser will be paid at the piecework rate pursuant to clause 45.3(d).

**45.5 Rates for Shearing cooks**

[45.5(a) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

- (a) The minimum rates to be paid to employees for acting as Shearing cook in connection with shearing or crutching operations will be \$19.55 per day per found employee for every person excepting themselves for whom the employee cooks. But if the total amount which the Shearing cook would receive under this clause for the term of the employment amounts to less than \$254.13 per day per found employee, for the work after paying the necessary offsiders, the employer will pay the deficiency to the employee. A Shearing cook engaged for a half day will be paid 50% of the rate per day per found employee for every person for whom the employee cooks.

[45.5(b) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR509188](#), [PR523018](#), [PR536700](#), [PR536821](#), [PR551623](#), [PR551744](#), [PR566706](#), [PR566845](#), [PR579540](#), [PR579800](#), [PR592131](#), [PR592294](#), [PR606516](#), [PR606359](#) ppc 01Jul18]

- (b) These rates are arrived at by:

<b>Shearing cook's formula</b>	<b>\$</b>
Minimum rate	770.14
Plus 25% casual loading—min rate x 25%	192.54
Plus 20% long hours allowance—min rate x 20%	154.03
Plus 69.58% of shearing industry allowance	153.95
<i>Total</i>	1270.66
Daily rate—total divided by 5	254.13
Per employee per day rate = daily rate divided by 13	19.55

#### 45.6 Woolclassers piecework rates

[45.6(a) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

- (a) For carrying out the duties described in clause 44.6 of this award, a Woolclasser will be paid at the rate of \$355.35 per 1,000 sheep and/or lambs.
- (b) All rams and/or ram stags' wool classed will be paid for at double the above rate.

#### 45.7 Woolclassers guaranteed weekly minimum rates

If the piecework earnings from woolclassing over the whole of the employment fall short of the relevant weekly amount for the same period, the employer will pay the Woolclasser not less than the minimum weekly rate set out below.

#### 45.8 Woolclassers and Shearing shed experts

##### (a) Weekly rates

[45.8(a) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

Classification	Rate per week
	\$
Shearing shed expert level 1	1185.80
Shearing shed expert level 2	1317.55
Woolclasser level 1	1317.55
Woolclasser level 2	1421.40
Woolclasser level 3	1488.95

[45.8(a)(i) varied by [PR994545](#), [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR545345](#) ppc 12Dec13, [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

- (i) The Woolclasser level 1 minimum weekly rate is arrived at according to the following formula:

	\$
Base	827.22
Plus casual loading of 25% (of base)	206.81
<i>Subtotal</i>	1034.03
Plus conditions allowance	117.27
Plus enterprise flexibility (including hours) and wet weather allowance	166.23
<i>Total</i>	1317.53
Rounded to the nearest five cents	1317.55

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[45.8(a)(ii) varied by [PR994545](#), [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR545345](#) ppc 12Dec13, [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

- (ii) The Woolclasser level 2 minimum weekly rate is arrived at according to the following formula:

	\$
Base	827.22
Woolrolling and other shed hands work	83.10
<i>Subtotal 1</i>	910.32
Plus casual loading of 25% (of subtotal 1)	227.58
<i>Subtotal 2</i>	1137.90
Plus conditions allowance	117.27
Plus enterprise flexibility (including hours) and wet weather allowance	166.23
<i>Total</i>	1421.40
Rounded to the nearest five cents	1421.40

[45.8(a)(iii) varied by [PR994545](#), [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR545345](#) ppc 12Dec13, [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

- (iii) The Woolclasser level 3 minimum weekly rate is arrived at according to the following formula:

	\$
Base	827.22
Woolrolling and other shed hands work	83.10
Bookkeeping, overseeing, experting	54.03
<i>Subtotal 1</i>	964.35
Plus casual loading of 25% (of subtotal 1)	241.09
<i>Subtotal 2</i>	1205.44
Plus conditions allowance	117.27
Plus enterprise flexibility (including hours) and wet weather allowance	166.23
<i>Total</i>	1488.94
Rounded to the nearest five cents	1488.95

#### (b) Piecework rate

[45.8(b) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

The piecework rate formula is: \$1421.40 (Woolclasser level 2) divided by 4 = \$355.35.



**(c) Shearing shed experts**

[45.8(c)(i) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

- (i) **E1**—Expert level 1 (experting only) will be paid at 90% of the Woolclasser level 1 rate. The E1 rate is \$1185.80 per week.

[45.8(c)(ii) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

- (ii) **E2**—Expert level 2 (experting plus any additional duties except woolclassing) will be paid at Woolclasser level 1 rate. The E2 rate is \$1317.55 per week.

[45.9 renumbered as 45.8(d) by [PR994669](#) ppc 12Mar10]

**(d) For the purpose of this clause:**

[45.9(a) renumbered as 45.8(d)(i) by [PR994669](#) ppc 12Mar10]

- (i) employment will be deemed to begin at the time at which the employee is instructed to arrive at the station, but if the employee does not arrive until later, then at the time of arrival;

[45.9(b) renumbered as 45.8(d)(ii) by [PR994669](#) ppc 12Mar10]

- (ii) the number of stands to be taken is the maximum number of stands actually occupied by Shearers during the shearing;

[45.9(c) renumbered as 45.8(d)(iii) by [PR994669](#) ppc 12Mar10]

- (iii) in calculating the guaranteed amount in respect of employment for part of a week, the employee will be entitled to one fifth of the prescribed weekly rate for each day or part of a day;

[45.9(d) renumbered as 45.8(d)(iv) by [PR994669](#) ppc 12Mar10]

- (iv) employment of experts and Woolclassers will be by the day unless a longer period of engagement is agreed. Unless the Woolclasser or expert has been notified the previous day that their attendance is not required for that day, then providing they present themselves as ready, able and willing to work prior to commencement of work then they will be paid for that day at one fifth of the appropriate minimum weekly rate specified in this clause; and

[45.9(e) renumbered as 45.8(d)(v) by [PR994669](#) ppc 12Mar10]

- (v) all employees are entitled to work as expeditionary employees.

[45.10 renumbered as 45.8(e) by [PR994669](#) ppc 12Mar10]

- (e) At the commencement of shearing the employer or a representative will appoint a certain day upon which the employer will, in each and every week, if so required, pay to the employee any sum not exceeding 75% of the amount due over and above one week's earnings.

**(f) Woolclassers allowances formula**

[45.11 renumbered as 45.8(f) by [PR994669](#) ppc 12Mar10; 45.8(f) substituted by [PR994545](#); varied by [PR509066](#); substituted by [PR577025](#) ppc 15Feb16]

Allowances payable to Woolclassers under clause 45.8 are calculated in accordance with the following formula:

<b>Allowance</b>	<b>% of <u>standard rate</u> per week</b>
Conditions	602.3
Enterprise flexibility	853.8
Woolrolling	426.8
Bookkeeping	277.5

**46. Special allowances (other than Woolclassers and Shearing shed experts)**

[Varied by [PR994545](#), [PR997915](#), [PR509066](#), [PR522897](#), [PR523018](#), [PR536700](#), [PR536821](#), [PR551623](#), [PR551744](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#)]

**46.1 Allowance where sleeping quarters are not provided**

Where the employee does not reside during a shearing (or crutching) at the employee's home or usual place of residence and the employee is forced to obtain and pay for sleeping quarters away from the employer's premises because the employer is unable to provide sleeping quarters at the premises for the employee, the employer will:

- (a) arrange for sleeping quarters for the employee to be supplied elsewhere at the employer's expense; or

[46.1(b) varied by [PR994545](#) from 01Jan10]

- (b) pay to the employee an allowance of 259.4% of the standard rate per night for each night during the employee's employment that the employee is so forced to obtain and pay for sleeping quarters; and
- (c) where the distance is one kilometre or more walking distance between the employee's sleeping quarters and the shed, provide or pay for the transport of the employee between the sleeping quarters and the shed.

[46.2 varied by [PR994545](#) from 01Jan10]

**46.2** Where the total travel time to and from the sleeping quarters and the shed exceeds one hour per day, an allowance of 85.6% of the standard rate per hour will be payable to the employee for all time in excess of such hour.

**46.3** Where an employee resides during a shearing (or crutching) at their home or usual place of residence and travels daily to the shed, the following provisions will apply:

**(a) Travelling allowance—Shearers (or Crutchers) only**

[46.3(a) varied by [PR994545](#) from 01Jan10]

Where the distance between the shed and the employee's place of residence exceeds 65 kilometres by the most direct practicable route the employer will pay to the employee a travelling allowance of 77% of the [standard rate](#) per day for each day upon which the employee so travels.

**(b) Vehicle allowance—all employees**

[46.3(b) varied by [PR523018](#), [PR536821](#), [PR551744](#) ppc 01Jul14]

Where an employee, by prior arrangement and agreement with an employer, uses the employee's own motor vehicle to travel to and from the shed the employee will be paid a vehicle allowance of \$0.78 per kilometre for travel by the most direct practicable route between the shed and the employee's normal place of residence.

**46.4** Clause 46.3(a) and 46.3(b) of this award will not apply in any case where the employer offers the employee suitable accommodation at the shed and the employee chooses not to use it.

**46.5 Breakdown of machinery—allowance for delays and termination of agreements**

[46.5(a) varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR551623](#), [PR566706](#), [PR579800](#), [PR592131](#), [PR606359](#) ppc 01Jul18]

**(a)** Where a Shearer or Crutcher or a piecework Woolpresser is stopped from working through a breakage or failure of machinery, except from any cause over which the employer has no control, and the total period of all such stoppages which occur in any one week exceeds two hours working time, the employer will pay to the employee an allowance at the rate of \$181.92 per day in the case of not found employees and at the rate of \$150.49 per day in the case of found employees, for every day or part of a day beyond two hours of working time in any one week as long as there are sheep fit to shear.

**(b)** The not found breakdown rate is calculated as the old breakdown rate multiplied by the new Shearers rate per 100 divided by the old Shearers rate per 100 (less found deduction if found employee).

**47. Special allowances for Woolclassers**

[Varied by [PR998138](#), [PR523018](#), [PR536821](#), [PR551744](#), [PR566845](#), [PR606516](#)]

**47.1 Fares and travelling allowances for expeditionary employees**

[47.1(a) varied by [PR523018](#), [PR536821](#), [PR551744](#) ppc 01Jul14]

**(a)** An employee will be reimbursed all fares, or be compensated for motor vehicle expenses at a rate of \$0.78 per kilometre, to travel the most direct route to and from the shed at the commencement and conclusion of a period of engagement at a shed from the closest of:

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- (i) the employee's place of residence;
  - (ii) the employee's previous place of work; or
  - (iii) the place of engagement.
- (b) In cases where the employee is discharged for incompetence or misconduct or breaches of the agreement signed before commencement of the shed, no return fares nor return expense allowance will be paid.
- (c) When an employer offers an employee accommodation in accordance with this award, such employee not availing themselves of such accommodation will not be entitled to this allowance.
- (d) The vehicle allowance, as specified above in clause 47.1(a), applies only where an employee actually uses their vehicle to travel to and from the shed.
- (e) The fares, as specified above in clause 47.1(a), are paid only where they are actually incurred and this does not include airfares unless agreed at the time of engagement.

[47.1(f) varied by [PR998138](#), [PR523018](#), [PR536821](#), [PR551744](#), [PR566845](#), [PR606516](#) ppc 01Jul18]

- (f) An allowance at the rate of \$72.08 per day will be paid by the employer to the employee for all expenses incurred (other than fares) while the employee is actually proceeding to and from the place of employment.

[47.1(g) varied by [PR998138](#), [PR523018](#), [PR536821](#), [PR551744](#), [PR566845](#), [PR606516](#) ppc 01Jul18]

- (g) Such allowance will be calculated at the rate of \$3.00 per hour from the time of departure of the employee from the place of engagement or from the permanent residence until the employee arrives at the place of employment.
- (h) When an employee is about to return from the place of employment such allowance will be calculated on the same basis from the time of departure until arrival at the place of engagement or permanent residence.

### **47.2 Allowance for delay between commencement of sheds on the same holding**

Where two sheds are situated on the same holding and are the property of the same owner, and where the work at the second shed starts immediately after the work at the first is completed and the same Woolclasser (but not a Shearing shed expert) is employed for the two sheds, the Woolclasser will be paid an allowance for any delay between the cut out of the one shed and the starting of the other, calculated at the delay rate set out in 47.3 of this award. Should, however, properties intervene, such sheds must not be considered as sheds on the same holding, and no allowance will be payable.

### **47.3 Allowance for delays for Woolclassers paid at piecework rate**

- (a) In the event of the employer failing to start shearing on the day fixed by the contract the employer will, provided the Woolclasser is ready to start on the day fixed, pay the employee for the time kept idle, a daily amount of 1/10th of the appropriate guaranteed weekly minimum rate for the classification of the

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employee, unless the failure to start is caused by wet weather or other unforeseen causes such as fire, flood, earthquake or any other act of God.

- (b) The number of stands to be taken into account when calculating the allowance will be the maximum number of stands actually occupied by Shearers during the shearing.
- (c) The allowance set out in this clause will be in full satisfaction of all claims by the employee arising out of such failure to start on the part of the employer.
- (d) The abovementioned rates will only apply where an employee is paid the piecework rate.

### **48. Hours of work for Shearers and Crutchers**

**48.1** The ordinary hours of work for Shearers and Crutchers will be 38 per week, Monday to Friday. The hours will not exceed eight per day and will be worked in two hour groupings called runs. The run times are Monday to Friday as follows:

7.30 am–9.30 am

10.00 am–12.00 pm

1.00 pm–3.00 pm

3.30 pm–5.30 pm

**48.2** This clause will be read subject to the provisions of clause 48.3 and the following:

- (a) where agreement between the employer and the majority of employees exists there may be an alteration of the starting time by a maximum of two hours to allow for work to be completed in extenuating circumstances;
- (b) work will not commence prior to 5.30 am or later than 7.30 am except where sheep have not been presented for shearing or crutching due to inclement weather;
- (c) runs will be of two hours duration and be worked continuously except for tea and lunch breaks;
- (d) circumstances for which alteration to the starting time in accordance with clause 48.2 may be made are limited to:
  - to assist travel arrangements (e.g. day of cut out and travel home);
  - to ensure daylight requirements where shed lighting is not available;
  - for stock welfare; and
  - when rising flood water creates exceptional circumstances; and
- (e) the entitlements in this clause are non-cumulative.

### 48.3 Restrictions on working eight hours

The restriction on working eight hours will not apply:

- (a) where the tail end of a mob of ewes with lambs or unweaned lambs are in the pens at 5.30 pm on Friday awaiting shearing (or crutching), the shearing (or crutching) may, at the option of the employer, be continued for not more than half an hour, but so far only as may be necessary for the purpose of shearing (or crutching) the said ewes and/or lambs;
- (b) if not more than three sheep per Shearer/Crutching are left in the pens at 5.30 pm on Friday they may, at the option of the employer, be shorn (or crutched) then for the purpose of cutting out a particular flock; or
- (c) if on the day of the cut out, there remains in the pens after the last run of the day, such number of sheep as could be ordinarily shorn (or crutched) in 60 minutes, the shearing (or crutching), at the option of the employer, may be continued until such sheep are shorn (or crutched). If the option of the employer is taken and work time exceeds 30 minutes, all time workers will receive an additional two hours (one run) payment.

### 48.4 Special conditions regarding the hours of work of Shearers and Crutchers

- (a) Where a Shearer or Crutching has not completed 38 hours work during the preceding week, or eight hours per day if the shearing commenced later in the week, by reason of the fact that sheep presented for shearing or crutching are voted wet or sheep are not presented for shearing or crutching because of rain or sweating, a Shearer or Crutching may be required by the employer to work on the Saturday and/or Sunday immediately succeeding the week in which work could not be performed for these reasons only, provided that:
  - (i) any work performed on a Saturday or a Sunday pursuant to this subclause must be performed in accordance with the run schedules prescribed for work during the week;
  - (ii) any work performed on a weekend pursuant to this subclause must be performed from the commencement of the first available run after the condition of the sheep permit their shearing or crutching except that by agreement between the employer and the employee another or other mutually convenient run or runs available on that weekend may be substituted;
  - (iii) such work on Saturday and/or Sunday will only replace the time lost during the preceding week; and
  - (iv) reasonable notice of the need to work on the weekend will be given.
- (b) A signal will be given three minutes (one minute in the case of crutching) before the end of each run and no Shearer (or Crutching) will catch another sheep during that run after such signal has been given.
- (c) The employee will finish the shearing (or crutching) of any sheep they are shearing (or crutching) at the end of each run.

- (d) The employer and the employee will record and retain at the appropriate place of employment a written record in the tally book when make-up time is worked, if sheep are determined wet during the normal course of shearing in the preceding Monday to Friday.
- (e) The tally book will show those employees who worked make-up time, the date of the work and the number of runs worked during the weekend. The employer will retain this written record for a period of not less than six years.

## **49. Special conditions relating to shed employees**

[Varied by [PR994545](#)]

### **49.1 Mess and cook**

Where a mess is established for found employees, not found employees may, with the approval of the employer join the mess and provide their own food and related items (joint mess). The employer will, however, have the right to supply a sufficient quantity of food to start the mess, such food to be paid for by the persons comprising the mess.

### **49.2 Where there is a joint mess**

- (a) The employer must engage a competent cook for the mess on terms not less advantageous to the cook than those prescribed by this award;

[49.2(b) varied by [PR994545](#) from 01Jan10]

- (b) The employer will be entitled to charge to each not found employee the amount of their share of the wages actually payable to the cook, provided that the employee must not be charged an amount in excess of the rate per day per member of the mess prescribed in this award.
- (c) Where an employer elects to supply food and like items the employer will be permitted to deduct the price of such items from the wages of those supplied with such items.
- (d) If the employer discharges a not found member of the mess who does not have sufficient credit to satisfy what that employee owes to the mess account, the employer will make up the deficiency, except so far as the employee's share of the mess account has been increased by goods purchased elsewhere than from the employer.

### **49.3 Condition of sheep**

The employee may refuse to shear sheep without any responsibility for delay in the following circumstances:

- (a) **Wet sheep**
  - (i) if the overseer and the shed representative agree that the sheep are too wet to shear or crutch; or

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- (ii) if in the employee's honest opinion, the sheep are so wet as to be likely to injure the employee, and the employee informs the overseer to that effect; or
- (iii) if in the honest opinion of a majority of Shearers (or Crutchers) excluding any learner by vote on a secret ballot it is determined that the sheep are too wet to shear or crutch.

The supervisor may request that the vote be delayed until after the Shearers (or Crutchers) have shorn (or crutched) two sheep each and that the ballot papers have been counted in the presence of the supervisor. The supervisor may request that further votes be taken in relation to sheep which have been voted wet in the same day.

#### (b) Infected sheep

The employee may refuse to shear (or crutch) sheep where the sheep are:

- (i) cancerous;
- (ii) suffering from scabby mouth;
- (iii) suffering from any wound or sore other than maggots;
- (iv) suffering from a disease communicable to the employee; or
- (v) affected by prickly pear, unless the employer provides the employee with such basil or other gloves and coverings as are necessary.

The employee will put any affected sheep appearing on the board down the chute.

#### 49.4 Conditions of sheep—employer requirements

- (a) The employer will so far as is practicable and reasonable in the particular circumstances prevent from entering the shed:
  - (i) any cancerous sheep;
  - (ii) any sheep that has an offensive wound or sore, other than from maggots (unless properly treated with antiseptic);
  - (iii) any sheep suffering from scabby mouth;
  - (iv) any sheep suffering from any disease communicable to the employee.
- (b) The employer need not pen sheep for shearing (or crutching) which in the honest opinion of the employee should not be shorn or crutched because they are too wet to be shorn (or crutched), without responsibility for any delay.
- (c) The employer may also withdraw sheep which have been penned for shearing (or crutching) when, in the employer's honest opinion, the wool is too wet for pressing, without responsibility for any delay.



**49.5 Transport to be provided in certain circumstances**

Where the employees sleep at the employer's premises and the shearing shed is one kilometre or more walking distance from the employees' sleeping quarters, the employer must provide transport for the employees between the shed and the sleeping quarters before the start of the day's work and at the end of the day's work. Provided that in all cases where the shearing shed is half a kilometre or more walking distance from the employees' huts the employer must provide transport from the shed to the huts and from the huts to the shed for the midday meal.

**49.6 Combs, cutters and handpiece**

- (a) It will be the responsibility of the employee to provide themselves with combs and cutters and a suitable handpiece.
- (b) If a Shearer chooses to use a handpiece supplied by the employer or a contractor, the employer or contractor may make a charge to the Shearer for the use of the handpiece equivalent to the amount the Shearer is reimbursed for the handpiece through the shearing formula.
- (c) Where combs or cutters are damaged or broken during shearing operations due to contact with tags or foreign matter, the employer will replace or provide compensation for such combs and cutters on a fair wear and tear basis.

**49.7 Allotment of stands**

The employer may nominate the stand or stands to be occupied by learners. Subject to the foregoing, lots will be drawn for the stands in the presence of the overseer before work is commenced at a shearing or crutching, and the employees will abide by the result of the drawing.

**49.8 Provision of sheep**

- (a) The total number of sheep to be shorn (or crutched) at the shearing (or crutching) will not be more than the maximum number agreed upon nor less than the minimum number agreed upon nor will the number of Shearers employed exceed the number agreed upon.
- (b) Subject to this award, the employer will be ready to commence shearing (or crutching) on the date appointed and will keep the Shearers (or Crutchers) fully supplied with sheep until the completion of the shearing (or crutching). But the employer will not be bound to furnish the agreed minimum number of sheep or to be so ready or to so keep the employee fully supplied if prevented by any cause unavoidable by them; provided, however, that the employer will inform the employee, as soon as is reasonably possible, whether, and to what extent, the employee will be or is likely to be so prevented.

Provided also that when the employer is a contractor shearing or crutching sheep under contract with an owner or the owner's agent, the failure of the owner or agent to keep the contractor supplied with sheep for shearing (or crutching) will not be deemed to be a cause unavoidable by the contractor unless the owner or agent is prevented from supplying sheep because of any unavoidable cause.

**49.9 Yarding sheep for shearing**

- (a) At shearing operations the employer will, unless prevented by any cause unavoidable by the employer, yard the sheep for shearing at least four hours before the time of their being shorn so as to overcome any fullness or sweat in such sheep and the employee will shear such sheep without delay.
- (b) This clause will not apply in the case of:
  - (i) ewes within two months of lambing;
  - (ii) ewes with lambs up to three months old; or
  - (iii) sheep which have previously been yarded for shearing but have been turned out because they are too wet to shear.

**49.10 Posting of tallies**

The employer will daily make available to each employee the employee's tally or bale weight for each run worked in a day.

**50. Hours of work and overtime rates for Shed hands and Woolpresser-shed hands**

**50.1** The working hours of a Shed hand or of a Woolpresser-shed hand will be the same as the working hours of the Shearers or Crutchers. However, additional time each day may be necessary to finish the picking up, the rolling of fleeces, the picking of the pieces on the tables and to sweep the floor of the shed. Such additional time after the cessation of shearing or crutching on Friday and on the day of the cut out may be necessary to do the work just described and to wash down the floor of the shed and the wool tables, and to put away any wool that is underneath and, in the case of Woolpresser-shed hand, such additional time as may be necessary on the day of the cut out to finish the pressing.

**50.2** If on any day, except the day of the cut out, the additional time exceeds a total of 30 minutes, the whole of the additional time on that day will be treated as overtime.

**50.3** Overtime will be paid for at the rate of time and a half.

**50.4** Penners-up will work without overtime payment for such time additional to the working hours of the Shearers or Crutchers as may be necessary to keep the Shearers or Crutchers supplied with sheep.

**51. Payment for public holidays**

**51.1** Where work is performed on a public holiday the following rates will be paid:

- (a) for Shearers, Crutchers, Woolpressers and Woolclassers—double the piecework rate;
- (b) for Shed hands—double time; and

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- (c) for Shearing shed experts—an amount calculated at the rate per hour of 1/38th of the appropriate minimum weekly rate in addition to any amount otherwise payable to the employee.

## Schedule A—Transitional Provisions

[Varied by [PR988419](#), [PR992539](#), [PR994545](#), [PR998862](#), [PR503645](#)]

### A.1 General

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

[A.1.2 substituted by [PR994545](#), varied by [PR998862](#) from 01Jan10]

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

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument;
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument;  
or
- (e) when an employer is within the class of employers described in clause A.10.

### A.2 Minimum wages – existing minimum wage lower

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

- (a) was obliged,

[A.2.1(b) substituted by [PR994545](#) from 01Jan10]

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

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

**A.2.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

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- (b) a piecework rate; and
- (c) any applicable industry allowance.

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

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

[A.2.5 substituted by [PR992539](#) from 18Jan10]

**A.2.5** From the following dates, subject to clause A.2.8, the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

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

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

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

**A.2.8** The minimum wage(s) for the classifications in clause 45—Minimum wages in Part 7—Shearing Operations of this award apply from 1 July 2010.

### **A.3 Minimum wages – existing minimum wage higher**

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

(a) was obliged,

[A.3.1(b) substituted by [PR994545](#) from 01Jan10]

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

**A.3.2** In this clause minimum wage includes:

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

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

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

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

**First full pay period on or after**

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

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

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

## **A.4 Loadings and penalty rates**

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

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

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

[A.5.1 substituted by [PR994545](#) from 01Jan10]

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

- (a) was obliged,

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

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

[A.5.2 substituted by [PR994545](#) from 01Jan10]

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

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

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

**First full pay period on or after**

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

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

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

[A.6.1 substituted by [PR994545](#) from 01Jan10]

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

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

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

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[A.6.2 substituted by [PR994545](#) from 01Jan10]

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

[A.6.3 substituted by [PR994545](#) from 01Jan10]

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

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

**First full pay period on or after**

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

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

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

[A.7.1 substituted by [PR994545](#) from 01Jan10]

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

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

[A.7.3 substituted by [PR994545](#) from 01Jan10]

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

**First full pay period on or after**

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

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



## A.8 Former Division 2B employers

[New A.8 inserted by [PR503645](#) ppc 01Jan11]

- A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.
- A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
- A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

## A.9 Shearing Contractors in Western Australia

[A.8 renumbered as A.9 by [PR503645](#) ppc 01Jan11]

- A.9.1** For the purpose of this clause **shearing contractor** means an employer that operates a business as a shearing contractor.
- A.9.2 Shearers and Crutchers**
- (a) Notwithstanding the provisions of clause 48—Hours of work for Shearers and Crutchers in Part 7—Shearing Operations – the following provisions will apply to Shearers and Crutchers employed by shearing contractors in Western Australia:
- (i) The ordinary hours of work of Shearers and Crutchers employed by a shearing contractor in Western Australia will be 38 per week.
- (ii) Work will be performed in two hour runs with at least a thirty minute break between the first and second run and the third and fourth run and with a one hour break between the second and third run.

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- (iii) Only in exceptional circumstances, or where there is a desire to finish a shed, will more than four runs be permitted in any day or the breaks prescribed reduced and, if reduced, will not be by less than 20 minutes instead of 30 and 45 minutes instead of 60. Any change to the run times or break periods will only occur by agreement between employer and employees.

### A.9.3 Cooks

- (a) The ordinary hours of work of Cooks employed by a shearing contractor in Western Australia will be 38 per week.
- (b) Cooks should work the hours necessary to provide the meals as required and to clean up after such meals.

### A.9.4 Shed hands and Woolpresser-shed hands

[A.8.4 substituted by [PR994545](#) from 01Jan10]

Notwithstanding the provisions of clause 50—Hours of work and overtime rates for Shed hands and Woolpresser-shed hands in Part 7—Shearing Operations, the following provisions will apply to Shed hands and Woolpresser-shed hands employed by shearing contractors in Western Australia, the working hours of a Shed hand; Woolpresser or Woolpresser-shed hand (combined duties) will be the same as the working hours of the Shearer or Crutchers with such additional time each day as may be necessary to complete their duties for the day.

A.9.5 Clause A.9 ceases to operate on 1 July 2012.

### A.10 Non-constitutional corporation employers operating a dairy or broadacre field crop enterprise in Queensland

[A.9 inserted by [PR998862](#) from 01Jan10; renumbered as A.10 by [PR503645](#) ppc 01Jan11]

A.10.1 The following transitional arrangements for minimum wages apply to an employer which, immediately prior to 1 January 2010:

- (a) was a non-constitutional corporation who employed labour;
- (b) operated a dairy and or broadacre field crop enterprise in Queensland;
- (c) was not obliged to comply with a transitional minimum wage instrument or award-based transitional instrument; and
- (d) was obliged to pay the Queensland Minimum Wage.

A.10.2 In this clause minimum wage includes

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

A.10.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the Queensland Minimum Wage.

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**A.10.4** The difference between the minimum wage for the classification in this award and the Queensland Minimum Wage is referred to as the transitional amount.

**A.10.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount or the National Minimum Wage as it applies at 1 July each year, whichever is the greater:

First full pay period on or after

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

**A.10.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**A.10.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

## **Schedule B—Supported Wage System**

[Varied by [PR988419](#), [PR994545](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542155](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#)]

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

[B.2 varied by [PR568050](#) ppc 01Jul15]

**B.2** In this schedule:

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

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

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

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

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

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### **B.3 Eligibility criteria**

**B.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**B.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

## **B.4 Supported wage rates**

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

<b>Assessed capacity (clause B.5)</b>	<b>Relevant minimum wage</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[B.4.2 varied by [PR994545](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#) ppc 01Jul18]

**B.4.2** Provided that the minimum amount payable must be not less than \$86 per week.

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

## **B.5 Assessment of capacity**

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

**B.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

## **B.6 Lodgement of SWS wage assessment agreement**

[B.6.1 varied by [PR994545](#), [PR542155](#) ppc 04Dec13]

**B.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

[B.6.2 substituted by [PR994545](#) from 01Jan10; varied by [PR542155](#) ppc 04Dec13]

**B.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the

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award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

### **B.7 Review of assessment**

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

### **B.8 Other terms and conditions of employment**

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

### **B.9 Workplace adjustment**

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

### **B.10 Trial period**

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

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

[B.10.3 varied by [PR994545](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#) ppc 01Jul18]

**B.10.3** The minimum amount payable to the employee during the trial period must be no less than \$86 per week.

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

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

**Schedule C—National Training Wage**

[Sched B renumbered as Sched C by [PR988419](#) ppc 01Jan10; substituted by [PR994545](#) ppc 01Jan10; varied by [PR997915](#), [PR509066](#), [PR522897](#), [PR536700](#), [PR545787](#), [PR551623](#), [PR566706](#), [PR579800](#); deleted by [PR593825](#) ppc 01Jul17]

This information is available as a separate document - visit The People in Dairy website on the Engagement and Reward / Pastoral Award page  
[www.thepeopleindairy.org.au/engagement-reward/pastoral-award.htm#classifications](http://www.thepeopleindairy.org.au/engagement-reward/pastoral-award.htm#classifications)

## **Schedule D—Part-day Public Holidays**

[Sched D inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18]

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

**D.1** 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.1(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.



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- (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.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

**Schedule E—Agreement to Take Annual Leave in Advance**

[Sched E inserted by [PR583041](#) ppc 29Jul16]

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 F—Agreement to Cash Out Annual Leave**

[Sched F inserted by [PR583041](#) ppc 29Jul16]

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 G—Agreement for time off instead of payment for overtime**

[Sched G inserted by [PR575728](#) ppc 27Nov17]

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

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

1. The employer and employee agree that the employee will take time off instead of being paid for all overtime that is worked by the employee under this agreement.
2. Time off must be taken within 6 months of the overtime being worked at a time or times agreed by the employee and employer. If time off is not taken within 6 months of it being worked then the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked, unless the employer agrees to pay out the accrued overtime earlier.
3. This agreement will remain in place until the agreement is terminated. The agreement may be terminated by the employer or employee at any time by notice in writing.
4. If the agreement is terminated, the employer must pay the employee for overtime worked at the overtime rate applicable to the overtime when it was worked.

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

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

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

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

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