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EXPOSURE DRAFT**Funeral Industry Award 2016****Table of Contents****Part 1— Application and Operation of this Award**

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Part 1—Application and Operation	Part 1—Application and Operation of this Award
<p>1. Title</p> <p>This award is the <i>Funeral Industry Award 2010</i>.</p>	<p>1. Title and commencement</p> <p>1.1 This award is the <i>Funeral Industry Award 2016</i>.</p>
<p>2. Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>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.</p> <p>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> (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 	<p>1.2 This modern award, as varied, commenced operation on 1 January 2010.</p> <p>1.3 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.</p> <p><i>References to transitional arrangements removed - obsolete</i></p>

<p>(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.</p>	
<p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>arranging officer means a weekly employee required to make funeral arrangements, carry out any receptionist duties or any administrative functions connected with the arranging or planning of funerals and the supervision of viewing and other duties connected with the conduct of any office or branch, but who will not be employed to do any other work in the funeral industry covered by this award</p> <p>award-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>coffin without limiting its general meaning, will include any coffin irrespective of the material used in its construction and manufactured for the purpose of the transfer, cremation or interment of a deceased person</p> <p>coffin maker means any employee, other than a shop person, wholly or partially engaged in the making, spraying, staining, lacquering, varnishing, and/or polishing of caskets and/or crematoria urns by hand or any mechanical process</p> <p>conductor means an employee engaged for more than half of their working time to supervise the carrying out of funerals from any place to a cemetery or crematorium and the return therefrom</p> <p>default fund employee means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p>	<p>2. Definitions</p> <p>In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>arranging officer means a full-time or part-time employee required to do the following work, and no other work covered by this award:</p> <ul style="list-style-type: none"> (a) make funeral arrangements; (b) carry out any receptionist duties or any administrative functions connected with the arranging or planning of funerals and the supervision of viewing; and (c) other duties connected with the conduct of any office or branch. <p>coffin without limiting its general meaning, will include any coffin irrespective of the material used in its construction and manufactured for the purpose of the transfer, cremation or interment of a deceased person</p> <p>coffin maker means an employee, other than a shop person, wholly or partially engaged in the making, spraying, staining, lacquering, varnishing, and/or polishing of caskets and/or crematoria urns by hand or any mechanical process</p> <p>conductor means an employee engaged for more than half of their working time to supervise the carrying out of funerals from any place to a cemetery or crematorium and the return from that place</p> <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>embalmer means a full-time or part-time employee or a duly qualified casual employee engaged for more than half of their working time in the work of sterilisation and/or preservation of human remains and who may also be employed to do other work covered by this award</p> <p>embalmer qualified means a person who is:</p>

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

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

embalmer means a weekly employee or a duly qualified casual employee engaged for more than half of their working time in the work of sterilisation and/or preservation of human remains and who may be employed also in any other capacity in the undertaking industry covered by this award

embalmer qualified means a person who is eligible for membership of the Australian Institute of Embalming and/or such other equivalent institute and is qualified to carry out tasks such as reconstructive artistry, cosmetic enhancements and embalming of bodies for funerals and transshipment within Australia and internationally

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

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

funeral director's assistant means an employee who performs tasks associated with preparing for funerals; including assisting with the conduct of the funeral service, collection and transfer of deceased persons, basic body preparation and other mortuary tasks; cleaning duties, including mortuary cleaning; driving tasks; including hearses, mourning cars and transfer vehicles

funeral industry means the provision of funeral services, coffin manufacturing, the removal of deceased human remains and any ancillary services

funeral services means the preparation, arrangement and assistance in conducting a ceremony to mark a person's death and/or alternatively

(a) eligible for membership of the Australian Institute of Embalming or other equivalent institute; and

(b) qualified to carry out tasks such as:

(i) reconstructive artistry;

(ii) cosmetic enhancements; and

(iii) embalming of bodies for funerals and transshipment within Australia and internationally

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

funeral director's assistant means an employee who performs tasks associated with:

(a) preparing for funerals, including:

(i) assisting with the conduct of the funeral service,

(ii) collection and transfer of deceased persons; and

(iii) basic body preparation and other mortuary tasks;

(b) cleaning duties, including mortuary cleaning; and

(c) driving tasks; including driving hearses, mourning cars and transfer vehicles

funeral industry means the provision of funeral services, coffin manufacturing, the removal of deceased human remains and any ancillary services

funeral services means the preparation, arrangement and assistance in conducting a ceremony to mark a person's death and/or disposing of a person's remains, including but not limited to the removal of human bodies and remains, preparing human bodies and remains for disposal, burial, or

disposing of a person's remains, including but not limited to the removal of human bodies and remains, preparing human bodies and remains for disposal, burial, or cremation

mortuary assistant means an employee who carries out embalming tasks under supervision

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

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

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

removal means the transfer of deceased human remains from:

- the place of death;
- a cemetery;
- a hospital;
- a crematorium; or
- a city mortuary,

to the mortuary of a funeral director and includes a transfer requested by police.

It does not include any subsequent transfer of remains between a funeral director's premises or coffined remains to or from:

- a funeral director's premises;
- a church;
- a chapel;
- a residence; or
- an airline, railway or shipping terminal.

standard rate means the minimum weekly wage for a Grade 5 in clause 14.1

cremation

mortuary assistant means an employee who carries out embalming tasks under supervision

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

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

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

removal means the transfer, including a transfer requested by police, of deceased human remains to the mortuary of a funeral director from any of the following places:

- (a) the place of death;
- (b) a cemetery;
- (c) a hospital;
- (d) a crematorium; or
- (e) a city mortuary.

Removal does not include any subsequent transfer of remains between a funeral director's premises or coffined remains to or from:

- (a) a funeral director's premises;
- (b) a church;
- (c) a chapel;
- (d) a residence; or
- (e) an airline, railway or shipping terminal.

standard rate means the minimum weekly wage for a Grade 5 in clause 15.1

<p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p>	<p><i>Definitions relating to transitional instruments removed - obsolete</i></p>
<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><i>Provision not reproduced - no change</i></p>
<p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the funeral industry and their employees in the classifications listed in Schedule B— Classification Structure and Definitions to the exclusion of any other modern award.</p> <p>4.2 The award does not cover employers in the cemetery industry.</p> <p>4.3 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.4 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.5 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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.6 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.</p> <p>4.7 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the</p>	<p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the funeral industry and their employees in the classifications listed in 12— Classifications to the exclusion of any other modern award.</p> <p>4.2 Funeral industry means the provision of funeral services, coffin manufacturing, the removal of deceased human remains and any ancillary services.</p> <p>4.3 The award does not cover employers in the cemetery industry.</p> <p>4.4 This award does not cover:</p> <ul style="list-style-type: none"> (a) an employee excluded from award coverage by the Act; (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees. <p>4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 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.</p> <p>4.6 This award covers employers which provide group training services for</p>

<p>exclusions from coverage in this award.</p> <p>4.8 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>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.</p>	<p>trainees engaged in the industry and/or parts of industry set out at clauses 4.1 and 4.2 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>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.</p>
<p>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.</p> <p>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.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 The <u>NES</u> and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p>3.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>
<p><i>Clause inserted</i></p>	<p>5. Effect of variations made by the Fair Work Commission</p> <p>A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>
<p>7. Award flexibility</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>6. Award flexibility</p> <p><i>Provision not reproduced - standard clause - no change</i></p>

Clause inserted - proposed new provision

7. Facilitative provisions for flexible working practices

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

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

Clause	Provision	Agreement between an employer and:
13.2(c)	Spread of ordinary hours of work – alteration to spread	The majority of employees
13.2(d)	Spread of ordinary hours of work – arrangement of ordinary hours in excess of eight hours	The majority of employees
13.3(b)	Rostered days off – substitute day	An individual or the majority of employers
13.3(d)	Rostered days off – banking system	Any or all employees
15.3(d)	Payment of wages – fortnightly pay periods	The majority of employees
18.2(b)	Ordinary hours of shiftworkers – period within which weekly average hours calculated	The majority of employees
18.2(d)	Ordinary hours of shiftworkers – arrangement of ordinary hours in excess of eight hours	An individual or the majority of employees
18.4(b)	Method of working shifts – time of commencing and finishing shifts	An individual or the majority of employees
19.5	Time off instead of payment for overtime	An individual
21.3	Annual leave in advance	An individual
21.4	Cashing out of annual leave	An individual

<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p>8.1 Consultation regarding major workplace change</p> <p>8.2 Consultation about changes to rosters or hours of work</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>26. Consultation about major workplace change</p> <p>27. Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>
<p>9. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>28. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Types of employment</p> <p>10.1 Employees under this award will be employed in one of the following categories:</p> <p>(a) full-time;</p> <p>(b) part-time; or</p> <p>(c) casual.</p> <p>10.2 At the time of engagement an employer will inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.</p>	<p>Part 2—Types of Employment and Classifications</p> <p>8. Types of employment</p> <p>8.1 Employees under this award will be employed in one of the following employment categories:</p> <p>(a) full-time;</p> <p>(b) part-time; or</p> <p>(c) casual.</p> <p>8.2 At the time of engagement an employer will inform each employee in writing of the terms of their engagement and whether they are to be full-time, part-time or casual.</p>
<p>10.3 Full-time employment</p> <p>A full-time employee is one who is engaged to work an average of 38 hours per week. Such hours are to be arranged in accordance with clause 21—Ordinary hours of work and rostering.</p>	<p>9. Full-time employment</p> <p>9.1 A full-time employee is engaged to work an average of 38 hours per week.</p> <p>9.2 Hours are to be arranged in accordance with Part 3—Hours of Work.</p>
<p>10.4 Part-time employment</p> <p>An employer may employ part-time employees in any classification in this award.</p> <p>(a) A part-time employee is an employee who:</p>	<p>10. Part-time employment</p> <p>10.1 An employer may employ part-time employees in any classification in this award.</p> <p>10.2 A part-time employee is an employee who:</p>

<p>(i) works less than full-time hours of 38 per week;</p> <p>(ii) has reasonably predictable hours of work; and</p> <p>(iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</p> <p>(b) 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.</p> <p>(c) Any agreed variation to the regular pattern of work will be recorded in writing.</p> <p>(d) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>(e) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.5.</p> <p>(f) All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 24—Overtime and penalty rates.</p> <p>(g) A regular 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.</p> <p>(h) Where a public holiday falls on a day upon which an employee is normally employed, that employee will be paid the appropriate rate for the number of hours normally worked on that day. An employee's regular roster will not be altered to avoid this obligation.</p>	<p>(a) works less than 38 hours per week;</p> <p>(b) has reasonably predictable hours of work; and</p> <p>(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</p> <p>10.3 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:</p> <p>(a) the hours worked each day;</p> <p>(b) which days of the week the employee will work; and</p> <p>(c) the starting and finishing times each day.</p> <p>10.4 Any agreed variation to the regular pattern of work in clause 10.3 will be recorded in writing.</p> <p>10.5 A part-time employee must be rostered for a minimum of three consecutive hours on any shift.</p> <p>10.6 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 11.</p> <p>10.7 All time worked in excess of the hours as agreed under clause 10.3 or 10.4 will be overtime and paid for at the rates prescribed in clause 19—Overtime.</p> <p>10.8 A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the minimum hourly rate prescribed for the class of work performed.</p> <p>10.9 Where a public holiday falls on a day an employee normally works, that employee will be paid the appropriate rate for the number of hours normally worked on that day. An employee's regular roster will not be altered to avoid this obligation.</p>
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<p>10.5 Casual employee</p> <p>(a) A casual employee is an employee engaged by the hour and paid as such.</p> <p>(b) A casual employee will be paid an hourly rate of 1/38th of the weekly rate prescribed for the class of work performed, plus a loading of 25%.</p> <p>(c) On each occasion a casual employee is required to attend work the employee must be paid for a minimum of four hours' work, including when engaged more than once in any day. This minimum payment is made whether the casual employee is required to work the full four hours or not.</p>	<p>11. Casual employment</p> <p>11.1 A casual employee is engaged by the hour and paid as a casual employee.</p> <p>11.2 For each ordinary hour worked a casual employee must be paid:</p> <p>(a) the minimum hourly rate for the appropriate classification; and</p> <p>(b) a loading of 25% of the minimum hourly rate.</p> <p>11.3 A casual employee must be paid for a minimum of four hours' work each time the employee is required to attend work, including when engaged more than once in any day.</p> <p>11.4 The minimum payment in clause 11.3 is made whether the casual employee is required to work the full four hours or not.</p>
<p>11. Termination of employment</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>11.2 Notice of termination by an employee</p> <p>11.3 Job search entitlement</p> <p><i>Clause 11.3 now clause 33 - combined with clause 12.4 (Redundancy)</i></p>	<p>Part 8—Termination of Employment and Redundancy</p> <p>29. Termination of employment</p> <p><i>Provision not reproduced - no change</i></p>
<p>12. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>12.2 Transfer to lower paid duties</p> <p>12.3 Employee leaving during notice period</p> <p>12.4 Job search entitlement</p>	<p>30. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>31. Transfer to lower paid job on redundancy</p> <p>32. Employee leaving during redundancy notice period</p> <p>33. Job search entitlement</p>
<p>12.5 Transitional provisions – NAPSA employees</p> <p>12.6 Transitional provisions – Division 2B State employees</p>	<p><i>Transitional provisions removed – obsolete</i></p>

<p>Part 4—Minimum Wages and Related Matters</p> <p>13. Classifications</p> <p>Employees will be classified in accordance with the classification descriptions contained in Schedule B—Classification Structure and Definitions.</p>	<p>12. Classifications</p> <p>Employees must be classified in accordance with the classification descriptions set out in this clause.</p>																																																
<p>14. Minimum wages</p> <p>14.1 Employees will be paid the following minimum wages:</p> <table border="1" data-bbox="94 443 1075 1002"> <thead> <tr> <th>Classification</th> <th>Minimum weekly wage</th> <th>Minimum hourly wage</th> </tr> <tr> <td></td> <th>\$</th> <th>\$</th> </tr> </thead> <tbody> <tr> <td>Grade 1</td> <td>672.70</td> <td>17.70</td> </tr> <tr> <td>Grade 2</td> <td>692.10</td> <td>18.21</td> </tr> <tr> <td>Grade 3</td> <td>718.60</td> <td>18.91</td> </tr> <tr> <td>Grade 4</td> <td>743.30</td> <td>19.56</td> </tr> <tr> <td>Grade 5</td> <td>783.30</td> <td>20.61</td> </tr> <tr> <td>Grade 6</td> <td>807.70</td> <td>21.26</td> </tr> </tbody> </table>	Classification	Minimum weekly wage	Minimum hourly wage		\$	\$	Grade 1	672.70	17.70	Grade 2	692.10	18.21	Grade 3	718.60	18.91	Grade 4	743.30	19.56	Grade 5	783.30	20.61	Grade 6	807.70	21.26	<p>Part 4—Wages and Allowances</p> <p>15. Minimum wages</p> <p>15.1 An employer must pay employees the following minimum wages for ordinary hours worked by the employee:</p> <table border="1" data-bbox="1108 539 2027 1002"> <thead> <tr> <th>Classification</th> <th>Minimum weekly rate</th> <th>Minimum hourly rate</th> </tr> <tr> <td></td> <th>\$</th> <th>\$</th> </tr> </thead> <tbody> <tr> <td>Grade 1</td> <td>672.70</td> <td>17.70</td> </tr> <tr> <td>Grade 2</td> <td>692.10</td> <td>18.21</td> </tr> <tr> <td>Grade 3</td> <td>718.60</td> <td>18.91</td> </tr> <tr> <td>Grade 4</td> <td>743.30</td> <td>19.56</td> </tr> <tr> <td>Grade 5</td> <td>783.30</td> <td>20.61</td> </tr> <tr> <td>Grade 6</td> <td>807.70</td> <td>21.26</td> </tr> </tbody> </table>	Classification	Minimum weekly rate	Minimum hourly rate		\$	\$	Grade 1	672.70	17.70	Grade 2	692.10	18.21	Grade 3	718.60	18.91	Grade 4	743.30	19.56	Grade 5	783.30	20.61	Grade 6	807.70	21.26
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<p>14.2 Supported wage system</p> <p>See Schedule C</p>	<p>15.4 Supported wage system</p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule C—Supported Wage System.</p>																																																
<p>14.3 National training wage</p> <p>See Schedule D</p>	<p>15.5 National training wage</p> <p>For employees undertaking a traineeship, see Schedule D—National Training Wage.</p>																																																
<p>14.4 School-based apprentices</p> <p>See Schedule E</p>	<p>15.6 School-based apprentices</p> <p>For school-based apprentices, see Schedule E—School-based Apprentices.</p>																																																

<p>15. Allowances</p> <p><i>Clause inserted - proposed new provision</i></p>	<p>16. Allowances</p> <p>16.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.</p>
<p>15.1 Meal allowance</p> <p>An employee required to continue work for more than two hours after the normal ceasing time, Monday to Friday, without being notified on the previous day or earlier that they would be required to work, will either be supplied with a meal by the employer or paid \$12.48 for each meal.</p>	<p>16.3 Expense-related allowances</p> <p>(a) Meal allowance</p> <p>An employee will either be supplied with a meal by the employer or paid \$12.48 for each meal where the employee is required to:</p> <p>(i) continue work for more than two hours after the normal finishing time, Monday to Friday, without being notified on the previous day or earlier that they would be required to work; or</p> <p>(ii) travel in excess of 80 kilometres each way, for a funeral or removal, and is unable to take their midday meal break within the hours prescribed in clause 14.3(a) at the place normally provided by the employer or at the employee's home.</p>
<p>15.2 Stand-by allowance</p> <p>For each period an employee is required to stand-by the employee will be paid the following allowance:</p> <p>(a) between normal finishing and starting time Monday to Friday—1.5% of the standard rate; and/or</p> <p>(b) on a Saturday, Sunday or any public holiday—3.2% of the standard rate.</p>	<p>16.2 Wage-related allowances</p> <p>(a) Stand-by allowance</p> <p>For each period an employee is required to stand-by the employee will be paid the following allowance:</p> <p>(i) between normal finishing and starting time Monday to Friday—\$11.75 per stand-by period; and/or</p> <p>(ii) on a Saturday, Sunday or any public holiday—\$25.07 per stand-by period.</p>
<p>15.3 Exhumations</p> <p>An employee required to assist in an exhumation will be paid an allowance of 10.7% of the standard rate for each body exhumed.</p>	<p>16.2 (b) Exhumations</p> <p>An employee required to assist in an exhumation will be paid an allowance of \$83.81 for each body exhumed.</p>

<p>15.4 Travelling meal allowance</p> <p>Any employee required for a funeral or removal, travelling in excess of 80 kilometres each way, who is unable to take their midday meal break at the place normally provided by the employer or at the employee's home, and within the hours prescribed in clause 23.3, will be provided with a meal or paid \$12.48.</p>	<p><i>Clause 15.4 of current award combined with clause 16.3(a) of ED</i></p>
<p>15.5 Vehicle allowance</p> <p>(a) Vehicles (including hearses, mourning cars and transfer vehicles) provided by the employer will be fitted with air conditioning. For the purpose of removals only, vehicles will as far as practicable have the front compartment sealed from the rear compartment.</p> <p>(b) Employees required by their employer to use their own motor vehicle in the performance of their duties will be paid \$0.78 per kilometre.</p>	<p>16.3 (e) Vehicle allowance</p> <p>(i) Vehicles (including hearses, mourning cars and transfer vehicles) provided by the employer will be fitted with air conditioning.</p> <p>(ii) For the purpose of removals only, vehicles will as far as practicable have the front compartment sealed from the rear compartment.</p> <p>(iii) Employees required by their employer to use their own motor vehicle in the performance of their duties will be paid \$0.78 per kilometre.</p>
<p>15.6 Tool allowance</p> <p>Where an employer requires an employee engaged in coffin manufacturing to use their own tools and/or equipment, the employee must be paid a weekly tool allowance of \$5.06 except where:</p> <p>(a) the employer provides an employee with all the tools reasonably required to perform all the functions of the employee's employment; or</p> <p>(b) the employer reimburses the employee the cost of providing the tools and/or equipment.</p>	<p>16.3 (b) Tool allowance</p> <p>Where an employer requires an employee engaged in coffin manufacturing to use their own tools and/or equipment, the employee must be paid a weekly tool allowance of \$5.06 except where:</p> <p>(i) the employer provides an employee with all the tools reasonably required to perform all the functions of the employee's employment; or</p> <p>(ii) the employer reimburses the employee the cost of providing the tools and/or equipment.</p>
<p>15.7 Inoculations</p> <p>(a) The employer will reimburse the employee for costs of receiving inoculations from a qualified medical practitioner that are necessary for health and safety at work. Inoculations will include but not be limited to injections for Anti-Tetanus and Hepatitis B.</p>	<p>16.3 (d) Vaccinations</p> <p>(i) The employer will reimburse the employee for costs of receiving vaccinations from a qualified medical practitioner that are necessary for health and safety at work.</p> <p>(ii) Vaccinations will include but not be limited to injections for</p>

<p>(b) The employee must be allowed the necessary time off work without loss of pay but must, if required by the employer, establish by production of a medical certificate from a registered medical practitioner, that the employee was receiving inoculations in order to receive payment and reimbursement.</p> <p>(c) Should the employee refuse inoculations on medical or personal grounds, the employer reserves the right to redeploy the employee.</p>	<p>Tetanus and Hepatitis B.</p> <p>(iii) The employee must be allowed the necessary time off work without loss of pay but must, if required by the employer, establish by production of a medical certificate from a registered medical practitioner, that the employee was receiving vaccinations in order to receive payment and reimbursement.</p> <p>(iv) Should the employee refuse vaccinations on medical or personal grounds, the employer reserves the right to redeploy the employee.</p>						
<p>15.8 Uniform allowance</p> <p>Where a full-time employee is required to wear a uniform, the employer will reimburse the employee for the cost of purchasing and laundering the uniform.</p>	<p>16.3 (c) Uniform allowance</p> <p>Where a full-time employee is required to wear a uniform, the employer will reimburse the employee for the cost of purchasing and laundering the uniform.</p>						
<p>15.9 Leading hand allowance</p> <p>(a) An employee appointed by the employer to be in charge of between three and 10 employees, will be paid an additional allowance of 4% of the standard rate per week.</p> <p>(b) An employee appointed by the employer to be in charge of 11 or more, but less than 20 employees, will be paid an additional allowance of 6% of the standard rate.</p>	<p>16.2 (c) Leading hand allowance</p> <p>An employee who is appointed by their employer to be a leading hand will be paid an allowance each week as follows:</p> <table border="1" data-bbox="1294 850 1966 1066"> <thead> <tr> <th>In charge of</th> <th>\$ per week</th> </tr> </thead> <tbody> <tr> <td>3–10 employees</td> <td>31.33</td> </tr> <tr> <td>11–19 employees</td> <td>47.00</td> </tr> </tbody> </table>	In charge of	\$ per week	3–10 employees	31.33	11–19 employees	47.00
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<p>15.10 Adjustment of expense related allowances</p> <p>(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.</p> <p>(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:</p>	<p>B.2.1 Adjustment of expense-related allowances</p> <p>(c) 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.</p> <p>(d) 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:</p>						

Allowance	Applicable Consumer Price Index figure	Allowance	Applicable Consumer Price Index figure
Meal allowances	Take away and fast foods sub-group	Meal allowances	Take away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group	Vehicle allowance	Private motoring sub-group
16. District allowances <i>Provision not reproduced - clause removed- see AM2014/190</i>		<i>Transitional provision - clause removed - obsolete - see AM2014/190</i>	
17. Accident pay <i>Provision not reproduced - clause removed- see AM2014/190</i>		<i>Transitional provision - clause removed - obsolete - see AM2014/190</i>	
18. 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 wage for such day or shift. If engaged on such higher duties for two hours or less during one day or shift, they must be paid the higher minimum wage for the time so worked.		15.2 Higher duties (a) 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 wage for that day or shift. (b) An employee engaged on higher duties for two hours or less during one day or shift, must be paid the higher minimum wage for the time worked at that higher level.	
19. Payment of wages 19.1 Wages will be paid weekly during ordinary working hours. 19.2 One day of each pay period will be recognised as pay day. 19.3 At the option of the employer, the method of payment will be by cash, electronic funds transfer or cheque drawn on an account with a local bank or financial institution. 19.4 Subject to agreement between the majority of employees and the employer, fortnightly pay periods may be introduced.		15.3 Payment of wages (a) Wages will be paid weekly during ordinary working hours. (b) One day of each pay period will be recognised as pay day. (c) At the option of the employer, the method of payment will be by cash, electronic funds transfer or cheque drawn on an account with a local bank or financial institution. (d) Subject to agreement between the majority of employees and the employer, fortnightly pay periods may be introduced. NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.	

<p>20. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>17. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>
<p>Part 5—Hours of Work and Related Matters</p> <p>21. Ordinary hours of work and rostering</p> <p>21.1 Ordinary hours of work</p> <p>The ordinary hours of work will be an average of 38 per week to be worked on one of the following bases:</p> <ul style="list-style-type: none"> (a) 38 hours within a work cycle not exceeding seven consecutive days; (b) 76 hours within a work cycle not exceeding 14 consecutive days; (c) 114 hours within a work cycle not exceeding 21 consecutive days; or (d) 152 hours within a work cycle not exceeding 28 consecutive days. 	<p>Part 3—Hours of Work</p> <p>13. Ordinary hours of work—other than shiftworkers</p> <p>13.1 The ordinary hours of work will be an average of 38 hours per week to be worked on one of the following bases:</p> <ul style="list-style-type: none"> (a) 38 hours within a work cycle not exceeding seven consecutive days; (b) 76 hours within a work cycle not exceeding 14 consecutive days; (c) 114 hours within a work cycle not exceeding 21 consecutive days; or (d) 152 hours within a work cycle not exceeding 28 consecutive days.
<p>21.2 Spread of ordinary hours of work</p> <ul style="list-style-type: none"> (a) The ordinary hours of work may be worked on any or all days Monday to Friday inclusive. (b) The ordinary hours of work will be worked continuously, except for meal breaks, at the discretion of the employer between 7.00 am and 7.00 pm. The spread of hours may be altered by up to one hour at either end of the spread by agreement between an employer and the majority of employees concerned. (c) The number of ordinary hours worked in a day will not exceed 10 hours. Where the ordinary hours worked in a day exceed eight hours, the arrangement of hours will be subject to the agreement of the employer and a majority of employees concerned. 	<p>13.2 Spread of ordinary hours of work</p> <ul style="list-style-type: none"> (a) The ordinary hours of work may be worked on Monday to Friday between 7.00 am and 7.00 pm. (b) The ordinary hours of work will be worked continuously, except for meal breaks, at the discretion of the employer. (c) The spread of hours may be altered by up to one hour at either end of the spread by agreement between an employer and the majority of employees concerned. (d) The number of ordinary hours worked in a day will not exceed 10 hours. Where the ordinary hours worked in a day exceed eight hours, the arrangement of hours will be subject to the agreement of the employer and a majority of employees concerned.

21.3 Rostered days off

- (a) Where an employee is entitled to a rostered day off during the work cycle, the employee will be advised of the date they are entitled to take off by the employer at least four weeks in advance.
- (b) An employer with the agreement of the majority of employees concerned or with an individual employee may substitute the day the employee is to take as a rostered day off for another day.
- (c) An employer, with the agreement of a majority of employees concerned or with an individual employee, may substitute the day an employee is to take as a rostered day off for another day in the case of a breakdown in machinery, a failure or shortage of electric power, to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (d) An employer and any or all of the employees in the establishment concerned may agree to a banking system of rostered day(s) off in order to cover peak demand. Employees would therefore work on what would normally have been their rostered day off and accrue an entitlement to bank a rostered day off (over an agreed period not exceeding 10 months) to be taken at a mutually convenient time for both the employee and the employer; provided that at least seven days' notice is given before taking the banked rostered day(s) off.

13.3 Rostered days off

- (a) Where an employee is entitled to a rostered day off during the work cycle, the employer will give the employee at least four weeks notice of the date they are entitled to take off.
- (b) An employer, with the agreement of the majority of employees concerned or with an individual employee, may substitute the day the employee is to take as a rostered day off for another day.
- (c) An employer, with the agreement of a majority of employees concerned or with an individual employee, may substitute the day an employee is to take as a rostered day off for another day in the case of:
 - (i) a breakdown in machinery;
 - (ii) a failure or shortage of electric power;
 - (iii) to meet the requirements of the business in the event of rush orders; or
 - (iv) some other emergency situation.
- (d) **Banking system**
 - (i) An employer and any or all of the employees in the establishment concerned may agree to a banking system of rostered day(s) off in order to cover peak demand.
 - (ii) Under the banking system, employees would work on what would normally have been their rostered day off and accrue an entitlement to bank a rostered day off over an agreed period not exceeding 10 months.
 - (iii) The day(s) off must be taken at a mutually convenient time for both the employee and the employer; provided that at least seven days' notice is given before taking the banked rostered day(s) off.

<p>21.4 Make-up time</p> <p>An employee may elect with the consent of the employer to work make-up time, where the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours at ordinary rates.</p>	<p>13.4 Make-up time</p> <p>An employee may, with the consent of the employer elect to work make-up time, where the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours at ordinary rates.</p>
<p>22. Shiftwork</p> <p>22.1 Definitions</p> <p>For the purposes of this clause:</p> <p>(a) afternoon shift means any shift finishing after 7.00 pm and at or before midnight, Monday to Friday;</p> <p>(b) rostered shift means a shift for which the employee concerned has had at least 48 hours' notice.</p>	<p>Part 5—Overtime and Penalty Rates</p> <p>18. Shiftwork</p> <p>18.1 Definitions</p> <p>(a) Afternoon shift means any shift finishing after 7.00 pm and at or before midnight, Monday to Friday.</p> <p>(b) Non-continuing afternoon shift means any afternoon shift which does not continue:</p> <p>(i) for at least five successive afternoons; or</p> <p>(ii) for at least the number of ordinary hours prescribed by one of the alternative arrangements in clause 18.2.</p> <p>(c) Rostered shift means a shift for which the employee concerned has had at least 48 hours' notice.</p>
<p>22.2 Ordinary hours of shiftworkers</p> <p>(a) The ordinary hours of shiftworkers will not exceed an average of 38 per week over a cycle of up to four weeks. However, where the employer and a 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 four weeks.</p> <p>(b) The maximum hours worked in a shift will not exceed 10 hours. 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 the agreement of the employer and a majority of employees concerned or between the employer and an individual employee.</p>	<p>18.2 Ordinary hours of shiftworkers</p> <p>(a) The ordinary hours of shiftworkers will not, subject to clause 18.2(c), exceed an average of 38 hours per week over a cycle of up to four weeks.</p> <p>(b) By agreement between the employer and a majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds four weeks.</p> <p>(c) The maximum hours worked in a shift will not exceed 10 hours.</p> <p>(d) Where the ordinary working hours will exceed eight on any shift, the arrangement of hours will be subject to the agreement of the employer and a majority of employees concerned or between the employer and an individual employee.</p>

<p>22.3 Rosters</p> <p>Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.</p>	<p>18.3 Rosters</p> <p>Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.</p>
<p>22.4 Method of working shifts</p> <p>(a) Subject to clause 22.2, the method of working shifts may be varied by agreement between the employer and a majority of employees or between the employer and an individual employee.</p> <p>(b) The time of commencing and finishing shifts may be varied by agreement between the employer and a majority of employees to suit the circumstances of the establishment or in the absence of agreement, by seven days' notice of alteration given by the employer to the employees.</p>	<p>18.4 Method of working shifts</p> <p>(a) Subject to clause 18.2, the method of working shifts may be varied by agreement between the employer and a majority of employees or between the employer and an individual employee.</p> <p>(b) The time of starting and finishing shifts may be varied by agreement between the employer and a majority of employees to suit the circumstances of the establishment or in the absence of agreement, by the employer giving the employees seven days' notice of the variation.</p> <p>(c) Changes to rosters or hours of work will be subject to clause 27— Consultation about changes to rosters or hours of work.</p>
<p>22.5 Afternoon shift allowance</p> <p>(a) A shiftworker whilst on afternoon shift will be paid an additional 20% of the employee's ordinary time rate.</p> <p>(b) A shiftworker who works on an afternoon shift which does not continue:</p> <ul style="list-style-type: none"> • for at least five successive afternoons; or • for at least the number of ordinary hours prescribed by one of the alternative arrangements in clause 22.2, <p>will be paid an additional 50% of the employee's ordinary time rate for all ordinary hours worked during the shift.</p>	<p>18.5 Afternoon shift penalties</p> <p>(a) A shiftworker whilst on afternoon shift will be paid 120% of the minimum hourly rate.</p> <p>(b) A shiftworker on a non-continuing afternoon shift will be paid 150% of the minimum hourly rate for all ordinary hours worked during the shift.</p>
<p>22.6 Overtime for shiftworkers</p> <p>(a) For all time worked in excess of or outside the ordinary working hours in clause 22.2, or on a shift other than a rostered shift, shiftworkers will be paid 150% of the applicable rate for the first three hours and 200% thereafter.</p>	<p>18.6 Overtime for shiftworkers</p> <p>(a) All time worked in excess of, or outside the ordinary working hours in clause 18.2, or on a shift other than a rostered shift, will be paid for at 150% of the applicable rate for the first three hours and 200% thereafter.</p>

<p>(b) When less than 7 hours 36 minutes' notice has been given to the employer by a relief employee that they will be absent from work, and the employee whom the relief employee should relieve is not relieved and is required to continue to work on the employee's rostered day off, the unrelieved employee will be paid 200% of the applicable rate.</p>	<p>(b) When less than 7 hours 36 minutes' notice has been given to the employer by a relief employee that they will be absent from work, and the employee whom the relief employee should relieve is not relieved and is required to continue to work on the employee's rostered day off, the unrelieved employee will be paid 200% of the applicable rate.</p>
<p>22.7 Rest periods on afternoon shift</p> <p>A shiftworker working on afternoon shift will be entitled to rest periods in accordance with clause 23.2.</p>	<p>18.7 Rest periods on afternoon shift</p> <p>A shiftworker working on afternoon shift will be entitled to rest periods in accordance with clause 14.2.</p>
<p>22.8 Unpaid meal break</p> <p>An employee who works for more than five consecutive hours will be given an unpaid meal break of at least 30 minutes' duration.</p>	<p>18.8 Unpaid meal break</p> <p>An employee who works for more than five consecutive hours will be given an unpaid meal break of at least 30 minutes' duration.</p>
<p>22.9 Public holidays</p> <p>(a) For work performed on a rostered shift on a public holiday as prescribed in clause 28—Public holidays, shiftworkers will be paid at the rates prescribed in clause 24—Overtime and penalty rates.</p> <p>(b) The rates prescribed in this clause are in substitution for, and not cumulative on, the shift allowance prescribed in clause 22.5.</p>	<p>18.9 Public holidays</p> <p>For work performed on a rostered shift on a public holiday, shiftworkers will be paid in accordance with clause 20.1(c).</p>
<p>23. Breaks</p> <p>23.1 Rest after early morning work</p> <p>An employee who has been employed for a period of four hours or more between midnight and 7.00 am will be released after completion of work until the employee has had eight consecutive hours off duty, without loss of pay for ordinary working time occurring during this absence.</p>	<p>14. Breaks</p> <p>14.1 Rest after early morning work</p> <p>An employee engaged for a period of four hours or more between midnight and 7.00 am is entitled to eight consecutive hours off duty after finishing work without loss of pay for ordinary hours occurring during this period.</p>
<p>23.2 Rest periods</p> <p>Where practicable and where rest periods do not interfere with the normal running of funerals, all employees will be allowed two paid rest periods each day as follows:</p>	<p>14.2 Rest periods</p> <p>Where practicable and where rest periods do not interfere with the normal running of funerals, all employees will be entitled to two paid rest periods each day as follows:</p>

<p>(a) the first period of 10 minutes to be allowed between the time of commencing work and the usual meal break; and</p> <p>(b) the second period of 10 minutes to be allowed between the usual meal break and the time of ceasing work for the day.</p>	<p>(a) the first period of 10 minutes to be taken between the time of starting work and the usual meal break; and</p> <p>(b) the second period of 10 minutes to be taken between the usual meal break and the time of finishing work for the day.</p>
<p>23.3 Meal break</p> <p>(a) A meal break of between 30 and 60 minutes will be allowed between the hours of 11.00 am and 2.30 pm.</p> <p>(b) An employee required to work during their normal midday meal break will be paid at the rate of 150% of their ordinary rate for all time worked.</p>	<p>14.3 Meal break—other than shiftworkers</p> <p>(a) A meal break of between 30 and 60 minutes will be allowed between the hours of 11.00 am and 2.30 pm.</p> <p>(b) An employee required to work during their normal meal break will be paid 150% of the minimum hourly rate for all time worked during the meal break.</p>
<p>24. Overtime and penalty rates</p> <p>24.1 Work on Saturday, Sunday or public holidays</p> <p>With the exception of removals, payment for work performed on a Saturday, Sunday or public holiday (or day substituted for a public holiday) will be as follows:</p> <p>(a) Saturday</p> <p>(i) For work performed on a Saturday, employees will be paid at the rate of 150% of their ordinary rate for the first three hours worked, and 200% of their ordinary rate thereafter, with a minimum of two hours' pay.</p> <p>(ii) Where an employee is actually engaged in the carrying out of a funeral on a Saturday, the employee will receive a minimum of four hours' pay at the following rates:</p> <ul style="list-style-type: none"> • if the work is completed in three hours or less, the total minimum payment will be paid at 150% of their ordinary rate; and/or • if the work exceeds three hours, all additional time will be paid at 200% of their ordinary rate. 	<p>20. Penalty rates</p> <p>20.1 Work on Saturday, Sunday or public holidays</p> <p>With the exception of removals, payment for work performed on a Saturday, Sunday or public holiday (or day substituted for a public holiday) will be as follows:</p> <p>(a) Saturday</p> <p>(i) For work performed on a Saturday, employees will be paid 150% of the minimum hourly rate for the first three hours worked, and 200% of the minimum hourly rate thereafter, with a minimum of two hours' pay.</p> <p>(ii) Where an employee is engaged in the carrying out of a funeral on a Saturday, the employee will receive a minimum of four hours' pay at the following rates:</p> <ul style="list-style-type: none"> • if the work is completed in three hours or less, the total minimum payment will be paid at 150% of the minimum hourly rate; and/or • if the work exceeds three hours, all additional time will be paid at 200% of the minimum hourly rate.

<p>(b) Sunday</p> <p>All work performed on a Sunday will be paid at 200% of their ordinary rate, with a minimum payment of two hours' pay.</p> <p>(c) Public holidays</p> <p>200% of the employee's ordinary rate will be paid for all work performed on a public holiday.</p>	<p>(b) Sunday</p> <p>For all time worked on a Sunday an employee will be paid 200% of the minimum hourly rate, with a minimum payment of two hours' pay.</p> <p>(c) Public holidays</p> <p>(i) 200% of the employee's minimum hourly rate will be paid for all work performed on a public holiday.</p> <p>(ii) The rates prescribed in clause 20.1(c) for shiftworkers are in substitution for, and not cumulative on, the shift penalty prescribed in clause 18.5.</p>
<p>24.2 Payment for overtime—other than shiftworkers</p> <p>(a) For work performed outside the hours fixed as the times for beginning and ending work in clause 21.2, an employee will be paid at the rate of 150% of their ordinary rate for the first three hours worked and 200% of their ordinary rate thereafter.</p> <p>(b) Where an employee is recalled to work before 7.00 am or after 7.00 pm for other than arranged overtime, the employee will be paid a minimum of one hour's pay at the appropriate rate of overtime on each occasion the employee is recalled to work overtime.</p> <p>(c) The base hourly rate for computing overtime will be 1/38th of the appropriate weekly wage, even in cases where an employee works more than 38 ordinary hours in a week.</p>	<p>19. Overtime</p> <p>19.1 Payment for overtime—other than shiftworkers</p> <p>(a) For work performed outside the hours fixed as the times for starting and finishing work in clause 13.2, an employee will be paid 150% of the minimum hourly rate for the first three hours worked and 200% of the minimum hourly rate thereafter.</p> <p>(b) Where an employee is recalled to work before 7.00 am or after 7.00 pm for other than arranged overtime, the employee will be paid a minimum of one hour's pay at the overtime specified in clause 19.1(a) on each occasion the employee is recalled to work overtime.</p> <p>(c) The base hourly rate for calculating overtime will be the employee's minimum hourly rate in clause 16.1.</p>
<p>24.3 Work on a rostered day off—other than shiftworkers</p> <p>Work performed on an employee's rostered day off will be paid 150% of their ordinary rate for the ordinary hours of work. Ordinary hours are the hours fixed in an establishment in accordance with clause 21.1.</p>	<p>19.2 Work on a rostered day off—other than shiftworkers</p> <p>An employee will be paid 150% of the minimum hourly rate for work performed on an employee's rostered day off.</p>

<p><i>Clause inserted</i></p>	<p>19.3 Overtime for shiftworkers</p> <p>Overtime for shiftworkers will be paid in accordance with clause 18.6.</p>
<p>24.4 Removals</p> <p>(a) Where an employee is called to undertake removals between the hours of 7.00 pm and midnight and work is completed at or prior to midnight, the employee will be paid 150% of their ordinary rate for the first three hours of work and 200% of their ordinary rate thereafter with a minimum payment of two hours at the appropriate rate.</p> <p>(b) Where an employee is called to undertake a removal, any portion of which occurs between the hours of midnight and 7.00 am, the employee will be paid 200% of their ordinary rate with a minimum payment of two hours.</p> <p>(c) If a removal is commenced between the starting and finishing times as prescribed in clause 21.2, the employee will be paid at the rate prescribed in clause 24.2. If a subsequent removal is requested after 7.00 pm, although the original removal was commenced before that time, the employee will be paid at the rate as prescribed in clause 24.4, for the subsequent removal.</p>	<p>19.4 Removals</p> <p>(a) Where an employee is called to undertake removals between the hours of 7.00 pm and midnight and work is completed at or prior to midnight, the employee will be paid 150% of the minimum hourly rate for the first three hours of work and 200% of the minimum hourly rate thereafter with a minimum payment of two hours.</p> <p>(b) Where an employee is called to undertake a removal, any portion of which occurs between the hours of midnight and 7.00 am, the employee will be paid 200% of the minimum hourly rate with a minimum payment of two hours.</p> <p>(c) If a removal starts between the starting and finishing times as prescribed in clause 13.2, the employee will be paid at the rate prescribed in clause 19.1. If a subsequent removal is requested after 7.00 pm, although the original removal started before that time, the employee will be paid at the rate as prescribed in clause 19.4, for the subsequent removal.</p>
<p>24.5 Time off instead of payment for overtime</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>19.5 Time off instead of payment for overtime</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>Part 6—Leave and Public Holidays</p> <p>25. Annual leave</p> <p>25.1 Annual leave is provided for in the NES.</p>	<p>Part 6—Leave and Public Holidays</p> <p>21. Annual leave</p> <p>21.1 Annual leave is provided for in the NES.</p>
<p>25.2 Leave loading</p> <p>During a period of annual leave an employee will receive a loading of 17.5% of the appropriate rate prescribed in clause 14—Minimum wages.</p>	<p>21.2 Leave loading</p> <p>During a period of annual leave an employee will receive a loading of 17.5% of the appropriate rate prescribed in clause 15—Minimum wages.</p>

<p>25.3 Annual leave in advance <i>Provision not reproduced - standard clause - no change</i></p>	<p>21.3 Annual leave in advance <i>Provision not reproduced - standard clause - no change</i></p>
<p>25.4 Cashing out of annual leave <i>Provision not reproduced - standard clause - no change</i></p>	<p>21.4 Cashing out of annual leave <i>Provision not reproduced - standard clause - no change</i></p>
<p>25.5 Excessive leave accruals: general provision <i>Provision not reproduced - standard clause - no change</i></p>	<p>21.5 Excessive leave accruals: general provision <i>Provision not reproduced - standard clause - no change</i></p>
<p>25.6 Excessive leave accruals: direction by employer that leave be taken <i>Provision not reproduced - standard clause - no change</i></p>	<p>21.6 Excessive leave accruals: direction by employer that leave be taken <i>Provision not reproduced - standard clause - no change</i></p>
<p>25.7 Excessive leave accruals: request by employee for leave <i>Provision not reproduced - standard clause - no change</i></p>	<p>21.7 Excessive leave accruals: request by employee for leave <i>Provision not reproduced - standard clause - no change</i></p>
<p>26. Personal/carer's leave and compassionate leave Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p>22. Personal/carer's leave and compassionate leave Personal/carer's leave and compassionate leave are provided for in the NES.</p>
<p><i>Clause inserted</i></p>	<p>23. Parental leave and related entitlements Parental leave and related entitlements are provided for in the NES.</p>
<p>28. Public holidays Public holidays are provided for in the NES.</p>	<p>24. Public holidays 24.1 Public holiday entitlements are provided for in the NES. 24.2 An employee who works on a public holiday will be paid in accordance with clause 20.1(c)—Public holidays.</p>
<p><i>New subclause inserted for the purposes of cross-referencing the schedule.</i></p>	<p>24.3 Part-day Public Holidays For provisions relating to part-day public holidays see Schedule I—2016 Part-day Public Holidays.</p>

<p>27. Community service leave</p> <p>Community service leave is provided for in the NES.</p>	<p>25. Community service leave</p> <p>Community service leave is provided for in the NES.</p>
<p>Schedule A—Transitional Provisions</p> <p><i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p>Schedule B—Classification Structure and Definitions</p> <p>B.1 Grade 1—Funeral director’s assistant and coffin draper and/or an adult employee not mentioned elsewhere in any of Grades 2 to 6.</p> <p>B.2 Grade 2—Funeral director’s assistant engaged in preparation work and/or an unqualified embalmer in training or under supervision and/or an adult employee engaged in coffin staining, including puttying, filling and sanding or buffing by mechanical means or operating a spray gun, applying stains, fillers and/or undercoats.</p> <p>B.3 Grade 3—Funeral conductor and/or funeral arranger and/or an adult employee who operates a wood working machine but is not required to and does not perform the duties of a Grade 5 employee.</p>	<p><i>Classifications moved to clause 12 in ED.</i></p> <p>12.1 Grade 1</p> <ul style="list-style-type: none"> (a) Funeral director’s assistant; (b) coffin draper; or (c) adult employee not mentioned elsewhere in any of Grades 2 to 6. <p>12.2 Grade 2</p> <ul style="list-style-type: none"> (a) Funeral director’s assistant engaged in preparation work; (b) unqualified embalmer in training or under supervision; or (c) adult employee engaged in coffin staining, including puttying, filling and sanding or buffing by mechanical means or operating a spray gun, applying stains, fillers and/or undercoats. <p>12.3 Grade 3</p> <ul style="list-style-type: none"> (a) Funeral conductor; (b) funeral arranger; or (c) adult employee who operates a wood working machine but is not required to and does not perform the duties of a Grade 5 employee.
<p>B.4 Grade 4—Embalmer and/or an adult employee who does not possess appropriate qualifications and is engaged in and capable of performing functions in excess of Grade 3 skills.</p>	<p>12.4 Grade 4</p> <ul style="list-style-type: none"> (a) Embalmer; or (b) adult employee who does not possess appropriate qualifications and is engaged in and capable of performing functions in excess of Grade 3 skills.

<p>B.5 Grade 5—An adult employee engaged in the polishing section and who is capable of performing all functions in that section including finishing off and pulling up and who is not solely employed on the operations of a spray hand; or an adult employee who is capable of operating all wood working machines in the factory and who is required to grind cutters, sharpen knives and set knives or blades and set up and make necessary adjustments to such machinery; or an adult employee who has appropriate qualifications and who is engaged in and capable of performing all functions in the making of coffins.</p> <p>B.6 Grade 6—Embalmer qualified—An adult employee who is eligible for membership of the Australian Institute of Embalming and/or such other equivalent institute and is qualified to carry out tasks such as reconstructive artistry, cosmetic enhancements and embalming of bodies for funerals and transshipment within Australia and internationally.</p>	<p>12.5 Grade 5</p> <p>An adult employee who:</p> <ul style="list-style-type: none"> (a) is engaged in the polishing section and who is capable of performing all functions in that section including finishing off and pulling up and is not solely employed on the operations of a spray hand; or (b) is capable of operating all wood working machines in the factory and is required to grind cutters, sharpen knives and set knives or blades and set up and make necessary adjustments to such machinery; or (c) has appropriate qualifications and is engaged in and capable of performing all functions in the making of coffins. <p>12.6 Grade 6—Embalmer qualified</p> <p>An adult employee who is eligible for membership of the Australian Institute of Embalming or other equivalent institute and is qualified to carry out tasks such as:</p> <ul style="list-style-type: none"> (a) reconstructive artistry, (b) cosmetic enhancements; and (c) embalming of bodies for funerals and transshipment within Australia and internationally.
<p>Schedule C—Supported Wage System</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule C—Supported Wage System</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule C—School-based Apprentices</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule E—School-based Apprentices</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule D—National Training Wage</p> <p>Appendix D1: Allocation of Traineeships to Wage Levels</p> <p><i>Provision not reproduced</i></p>	<p>Schedule D—National Training Wage</p> <p><i>Current clause D.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i></p> <p>Link to comparison document</p>

<p>Schedule F—2016 Part-day Public Holidays <i>Provision not reproduced - no change</i></p>	<p>Schedule I—2016 Part-day Public Holidays <i>Provision not reproduced - standard clause - no change</i></p>
<p>Schedule G—Agreement to Take Annual Leave in Advance <i>Provision not reproduced - standard clause - no change</i></p>	<p>Schedule G—Agreement to Take Annual Leave in Advance <i>Provision not reproduced - standard clause - no change</i></p>
<p>Schedule H—Agreement to Cash Out Annual Leave <i>Provision not reproduced - standard clause - no change</i></p>	<p>Schedule H—Agreement to Cash Out Annual Leave <i>Provision not reproduced - standard clause - no change</i></p>
<p>Schedule I—Agreement for time off instead of payment for overtime <i>Provision not reproduced - standard clause - no change</i></p>	<p>Schedule F—Agreement for Time off Instead of Payment for Overtime <i>Provision not reproduced - standard clause - no change</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule A—Summary of Hourly Rates of Pay <i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule B—Summary of Monetary Allowances <i>Provision not reproduced</i></p>