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<p><b>Part 1—Application and Operation</b></p> <p><b>1. Title</b></p> <p>This award is the <i>Pest Control Industry Award 2010</i>.</p> <p><b>2. Commencement and transitional</b></p> <p><b>2.1</b> This award commences on 1 January 2010.</p> <p><b>2.2</b> 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><b>2.3</b> 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"> <li>• minimum wages and piecework rates</li> <li>• casual or part-time loadings</li> <li>• Saturday, Sunday, public holiday, evening or other penalties</li> <li>• shift allowances/penalties.</li> </ul>	<p><b>Part 1—Application and Operation of this Award</b></p> <p><b>1. Title and commencement</b></p> <p><b>1.1</b> This award is the <i>Pest Control Industry Award 2016</i>.</p> <p><b>1.2</b> This modern award, as varied, commenced operation on 1 January 2010.</p> <p><b>1.3</b> 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><b>2.4</b> 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><b>2.5</b> The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p><b>2.6</b> The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> <li>(a) on its own initiative; or</li> <li>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</li> <li>(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</li> <li>(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.</li> </ul>	
<p><b>3. Definitions and interpretation</b></p> <p><b>3.1</b> In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>agreement-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>award-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>default fund employee</b> means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>defined benefit member</b> has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p>	<p><b>2. Definitions</b></p> <p>In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>defined benefit member</b> has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>employee</b> means national system employee within the meaning of the Act</p> <p><b>employer</b> means national system employer within the meaning of the Act</p> <p><b>exempt public sector superannuation scheme</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>leading hand</b> is an employee who is directed to control, supervise and</p>

<p><b>Division 2B State award</b> has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>Division 2B State employment agreement</b> has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>employee</b> means national system employee within the meaning of the Act</p> <p><b>employer</b> means national system employer within the meaning of the Act</p> <p><b>enterprise award-based instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>exempt public sector superannuation scheme</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>leading hand</b> is an employee who is directed to control, supervise and take responsibility for the work performed by two or more employees</p> <p><b>MySuper product</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>NES</b> means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>on-hire</b> 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</p> <p><b>pest control industry</b> means the industry of the control and/or eradication of pests, vermin, feral animals and weeds in domestic, commercial and civic buildings or facilities and includes:</p> <ul style="list-style-type: none"> <li>(a) the inspection of buildings, structures, trees, commodities and stored products or items for pest activity, and reporting on pest activity in domestic, commercial and civic buildings or any situation where pest activity may be of concern; and</li> <li>(b) the installation, maintenance or inspection of termite, bird or other pest barriers or management systems in new or existing buildings or structures including the use of fumigants in all forms</li> </ul>	<p>take responsibility for the work performed by two or more employees</p> <p><b>MySuper product</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>NES</b> means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>on-hire</b> 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</p> <p><b>pest control industry</b> means the industry of the control and/or eradication of pests, vermin, feral animals and weeds in domestic, commercial and civic buildings or facilities and includes:</p> <ul style="list-style-type: none"> <li>(a) the inspection of buildings, structures, trees, commodities and stored products or items for pest activity, and reporting on pest activity in domestic, commercial and civic buildings or any situation where pest activity may be of concern; and</li> <li>(b) the installation, maintenance or inspection of termite, bird or other pest barriers or management systems in new or existing buildings or structures including the use of fumigants in all forms</li> </ul> <p><b>standard rate</b> means the minimum weekly wage for a Level 3 employee in clause 16.1—Minimum wages.</p> <p><i>Definitions relating to transitional instruments removed - obsolete</i></p>
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<p><b>standard rate</b> means the minimum wage for a Level 3 employee in clause 14.1</p> <p><b>transitional minimum wage instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p>	
<p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>
<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers employers throughout Australia in the pest control industry and their employees in the classifications listed in Schedule B—Classifications to the exclusion of any other modern award. The award does not cover employers covered by the following modern awards:</p> <p>(a) <i>Clerks—Private Sector Award 2010</i>;</p> <p>(b) <i>Local Government Industry Award 2010</i>; or</p> <p>(c) <i>Manufacturing and Associated Industries and Occupations Award 2010</i>.</p> <p><b>4.2</b> The award does not cover an employee excluded from award coverage by the Act.</p> <p><b>4.3</b> 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><b>4.4</b> 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><b>4.5</b> 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,</p>	<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers employers throughout Australia in the pest control industry and their employees in the classifications listed in clause 12—Classifications to the exclusion of any other modern award.</p> <p><b>4.2</b> <b>Pest control industry</b> means the industry of the control and/or eradication of pests, vermin, feral animals and weeds in domestic, commercial and civic buildings or facilities and includes:</p> <p>(a) the inspection of buildings, structures, trees, commodities and stored products or items for pest activity, and reporting on pest activity in domestic, commercial and civic buildings or any situation where pest activity may be of concern; and</p> <p>(b) the installation, maintenance or inspection of termite, bird or other pest barriers or management systems in new or existing buildings or structures including the use of fumigants in all forms.</p> <p><b>4.3</b> The award does not cover employers covered by the following modern awards:</p> <p>(a) <i>Clerks—Private Sector Award 2016</i>;</p> <p>(b) <i>Local Government Industry Award 2016</i>; or</p> <p>(c) <i>Manufacturing and Associated Industries and Occupations Award 2016</i>.</p> <p><b>4.4</b> 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</p>

<p>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><b>4.6</b> 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 exclusions from coverage in this award.</p> <p><b>4.7</b> 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>that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.5</b> This award covers employers which provide group training services for trainees engaged in the industry and/or parts of the 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><b>4.6</b> This industry award does not cover:</p> <ul style="list-style-type: none"> <li>(a) an employee excluded from award coverage by the Act;</li> <li>(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</li> <li>(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.</li> </ul> <p><b>4.7</b> 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><b>5. Access to the award and the National Employment Standards</b></p> <p>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><b>3.3</b> 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>

<div>6. The National Employment Standards and this award</div> <div>The NES and this award contain the minimum conditions of employment for employees covered by this award.</div>	<div>3. The National Employment Standards and this award</div> <div>3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</div>																								
<div>Clause inserted</div>	<div>5. Effect of variations made by the Fair Work Commission</div> <div>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.</div>																								
<div>7. Award flexibility</div> <div>Provision not reproduced - standard clause - no change</div>	<div>6. Award flexibility for individual agreements</div> <div>Provision not reproduced - standard clause - no change</div>																								
<div>Clause inserted - proposed new provision</div>	<div>7. Facilitative provisions for flexible working practices</div> <div>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.</div> <div>7.2 Facilitative provisions in this award are contained in the following clauses:</div> <table><tr><th>Clause</th><th>Provision</th><th>Agreement between an employer and:</th></tr><tr><td>14.1(b)</td><td>Rostering</td><td>The majority of employees</td></tr><tr><td>14.5</td><td>Substitution of public holidays</td><td>An individual</td></tr><tr><td>14.6</td><td>Twelve-hour shifts</td><td>The majority of employees</td></tr><tr><td>19.8</td><td>Time off instead of payment for overtime</td><td>An individual</td></tr><tr><td>22.5</td><td>Annual leave in advance</td><td>An individual</td></tr><tr><td>22.10</td><td>Cashing out of annual leave</td><td>An individual</td></tr><tr><td>25</td><td>Substitution of public holidays</td><td>The majority of employees</td></tr></table>	Clause	Provision	Agreement between an employer and:	14.1(b)	Rostering	The majority of employees	14.5	Substitution of public holidays	An individual	14.6	Twelve-hour shifts	The majority of employees	19.8	Time off instead of payment for overtime	An individual	22.5	Annual leave in advance	An individual	22.10	Cashing out of annual leave	An individual	25	Substitution of public holidays	The majority of employees
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<p><b>Part 2—Consultation and Dispute Resolution</b></p> <p><b>8. Consultation</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>Part 7—Consultation and Dispute Resolution</b></p> <p><b>27. Consultation about major workplace change</b></p> <p><b>28. Consultation about changes to rosters or hours of work</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>9. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>29. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>Part 3—Types of Employment and Termination of Employment</b></p> <p><b>10. Types of employment</b></p> <p><b>10.1</b> Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> <li>(a) full-time employment;</li> <li>(b) part-time employment; or</li> <li>(c) casual employment.</li> </ul> <p><b>10.2</b> At the time of engagement an employer must 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. This will then be recorded in the time and wages record of the employee.</p>	<p><b>Part 2—Types of Employment and Classifications</b></p> <p><b>8. Types of employment</b></p> <p><b>8.1</b> Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> <li>(a) full-time employment;</li> <li>(b) part-time employment; or</li> <li>(c) casual employment.</li> </ul> <p><b>8.2</b> At the time of engagement an employer must 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. This will be recorded in the time and wages record of the employee.</p>
<p><b>10.3 Full-time employment</b></p> <ul style="list-style-type: none"> <li>(a) A full-time employee is one who is engaged to work 38 ordinary hours per week.</li> <li>(b) Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award.</li> </ul>	<p><b>9. Full-time employment</b></p> <p><b>9.1</b> A full-time employee is engaged to work 38 ordinary hours per week.</p> <p><b>9.2</b> Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award.</p>

<p><b>10.4 Part-time employment</b></p> <p>(a) A part-time employee is an employee who:</p> <ul style="list-style-type: none"> <li>(i) is engaged to work less than full-time hours of 38 ordinary hours per week;</li> <li>(ii) has reasonably predictable hours of work; and</li> <li>(iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</li> </ul> <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 for each day.</p> <p>(c) Any agreed variation to the hours of work will be in writing.</p> <p>(d) A part-time employee must be engaged for a minimum of three consecutive hours per start including if called in for a separate engagement for overtime.</p> <p>(e) All time worked in excess of the hours agreed under clause 10.4(b) or varied under clause 10.4(c) will be overtime and paid for at the rates prescribed in clause 22—Overtime and penalty rates.</p> <p>(f) 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>(g) A part-time employee under the provisions of this clause must be paid for each ordinary hour worked at the rate of 1/38th of the weekly rate prescribed for the appropriate classification.</p>	<p><b>10. Part-time employment</b></p> <p><b>10.1</b> A part-time employee:</p> <ul style="list-style-type: none"> <li>(a) is engaged to work less than 38 ordinary hours per week;</li> <li>(b) has reasonably predictable hours of work; and</li> <li>(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</li> </ul> <p><b>10.2</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:</p> <ul style="list-style-type: none"> <li>(a) the hours worked each day;</li> <li>(b) which days of the week the employee will work; and</li> <li>(c) the actual starting and finishing times for each day.</li> </ul> <p><b>10.3</b> Any agreed variation to the hours of work in clause 10.2 will be in writing.</p> <p><b>10.4</b> A part-time employee must be engaged for a minimum of three consecutive hours per start including if called in for a separate engagement for overtime.</p> <p><b>10.5</b> All time worked in excess of the hours agreed under clause 10.2 or varied under clause 10.3 will be overtime and paid for at the overtime rates prescribed in clause 19—Overtime.</p> <p><b>10.6</b> 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—Casual employment.</p> <p><b>10.7</b> A part-time employee under the provisions of this clause must be paid for each ordinary hour worked at the minimum hourly rate prescribed for the appropriate classification.</p>
<p><b>10.5 Casual employment</b></p> <p>(a) Subject to clause 10.4 a casual employee is an employee who is engaged and paid as such. A casual employee is engaged to work</p>	<p><b>11. Casual employment</b></p> <p><b>11.1</b> A casual employee is an employee who is engaged and paid as a casual employee.</p>

<p>less than 38 hours per week.</p> <p>(b) The employment of a casual employee is terminable with one hour's notice by either the employer or the employee.</p> <p>(c) A casual employee must be paid an hourly rate of 1/38th of the weekly rate prescribed for the appropriate classification plus a loading of 25% for all hours worked.</p> <p>(d) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment provided for in this award.</p> <p>(e) A casual employee must be paid for a minimum of three hours for each start on any day.</p>	<p><b>11.2</b> A casual employee is engaged to work less than 38 hours per week.</p> <p><b>11.3</b> An employer or casual employee may terminate the employment relationship with one hour's notice by either party.</p> <p><b>11.4</b> A casual employee must be paid at the minimum hourly rate prescribed for the appropriate classification plus a loading of <b>25%</b> for all ordinary hours worked.</p> <p><b>11.5</b> The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment provided for in this award.</p> <p><b>11.6</b> A casual employee must be paid for a minimum of three hours for each start on any day.</p>
<p><b>11. Termination of employment</b></p> <p><b>11.2 Notice of termination by an employee</b></p> <p><b>11.3 Job search entitlement</b></p> <p><i>Clause 11.3 now clause 34.2 - combined with clause 34 (Job search entitlement)</i></p>	<p><b>Part 8—Termination of Employment and Redundancy</b></p> <p><b>30. Termination of employment</b></p> <p><b>30.2 Notice of termination by an employee</b></p> <p><b>34.2 Job search entitlement—redundancy</b></p>
<p><b>12. Redundancy</b></p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p><b>12.2 Transfer to lower paid duties</b></p> <p><b>12.3 Employee leaving during notice period</b></p> <p><b>12.4 Job search entitlement</b></p>	<p><b>31. Redundancy</b></p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p><b>32. Transfer to lower paid job on redundancy</b></p> <p><b>33. Employee leaving during redundancy notice period</b></p> <p><b>34.2 Job search entitlement—redundancy</b></p>
<p><b>12.5 Transitional provisions – NAPSA employees</b></p> <p><i>Provision not reproduced - transitional provisions removed - see <a href="#">AM2014/190</a></i></p>	<p><i>Provision not reproduced - transitional provisions removed - see <a href="#">AM2014/190</a></i></p>

<p><b>12.6 Transitional provisions – Division 2B State employees</b></p> <p><i>Provision not reproduced - transitional provisions removed - see <a href="#">AM2014/190</a></i></p>	<p><i>Provision not reproduced - transitional provisions removed - see <a href="#">AM2014/190</a></i></p>
<p><b>Part 4—Minimum Wages and Related Matters</b></p> <p><b>13. Classifications</b></p> <p><b>13.1</b> All employees covered by this award must be classified according to the structure set out in Schedule B—Classifications. Employers must advise their employees in writing of their classification and any changes to their classification.</p> <p><b>13.2</b> The classification must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.</p>	<p><b>12. Classifications</b></p> <p><b>12.1</b> All employees covered by this award must be classified according to the following structure:</p> <p>(a) <b>Level 1</b></p> <p>A Level 1 employee is a person who has entered the industry with no previous experience and has yet to apply for a licence. An employee at this level has been employed in the industry for less than six months.</p> <p>(b) <b>Level 2</b></p> <p>A Level 2 employee is a person who has applied for a licence pursuant to relevant government regulation as either a Fumigator or a Pest Control Technician but has yet to be examined or licensed other than provisionally. Such an employee is presently undertaking an accredited course to obtain a pest operator's certificate.</p> <p>(c) <b>Level 3</b></p> <p>A Level 3 employee is a person who has successfully obtained a pest operator's certificate and has been granted a licence to operate as either a Fumigator or Pest Control Technician.</p> <p>(d) <b>Level 4</b></p> <p>A Level 4 employee is a person who has been granted licences to operate as both a Fumigator and a Pest Control Technician.</p> <p>(e) <b>Level 5</b></p> <p>A Level 5 employee is a person who is qualified to operate as a Pest Inspector.</p> <p><b>12.2</b> Employers must advise their employees in writing of their classification and any changes to their classification.</p>

	<b>12.3</b> The classification must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.																																			
<b>14. Minimum wages</b> <b>14.1</b> A full-time employee must be paid a minimum weekly rate for their classification as set out in the table below: <table><tr><th>Classification</th><th>Minimum weekly rate</th></tr><tr><td></td><td>\$</td></tr><tr><td>Level 1</td><td>679.90</td></tr><tr><td>Level 2</td><td>696.60</td></tr><tr><td>Level 3</td><td>718.60</td></tr><tr><td>Level 4</td><td>733.60</td></tr><tr><td>Level 5</td><td>790.30</td></tr></table>	Classification	Minimum weekly rate		\$	Level 1	679.90	Level 2	696.60	Level 3	718.60	Level 4	733.60	Level 5	790.30	<b>Part 4—Wages and Allowances</b> <b>16. Minimum wages</b> <b>16.1</b> The employer must pay employees the following minimum wages for ordinary hours worked by the employee: <table><tr><th>Employee classification</th><th>Minimum weekly rate</th><th>Minimum hourly rate</th></tr><tr><td></td><td>\$</td><td>\$</td></tr><tr><td>Level 1</td><td>679.90</td><td>17.89</td></tr><tr><td>Level 2</td><td>696.60</td><td>18.33</td></tr><tr><td>Level 3</td><td>718.60</td><td>18.91</td></tr><tr><td>Level 4</td><td>733.60</td><td>19.31</td></tr><tr><td>Level 5</td><td>790.30</td><td>20.80</td></tr></table>	Employee classification	Minimum weekly rate	Minimum hourly rate		\$	\$	Level 1	679.90	17.89	Level 2	696.60	18.33	Level 3	718.60	18.91	Level 4	733.60	19.31	Level 5	790.30	20.80
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<b>14.2 Supported wage system</b> See Schedule C	<b>16.3 Supported wage system</b> For employees who because of the effects of a disability are eligible for a supported wage, see Schedule C—Supported Wage System.																																			
<b>14.3 National training wage</b> See Schedule D	<b>16.4 National training wage</b> For employees undertaking a traineeship, see Schedule D—National Training Wage.																																			
<b>15. Allowances</b>	<b>17. Allowances</b> <b>17.1</b> 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><b>15.1 Leading hand allowance</b></p> <p>A leading hand will be paid the higher of the rate prescribed for the highest class of work supervised or their own classification rate together with the following additional allowance:</p> <table border="1"> <thead> <tr> <th>In charge of:</th><th>% of standard rate</th></tr> </thead> <tbody> <tr> <td>2 to 10 employees</td><td>3.99</td></tr> <tr> <td>11 to 21 employees</td><td>5.97</td></tr> <tr> <td>More than 21 employees</td><td>8.11</td></tr> </tbody> </table>	In charge of:	% of standard rate	2 to 10 employees	3.99	11 to 21 employees	5.97	More than 21 employees	8.11	<p><b>17.2 Wage-related allowances</b></p> <p><b>(a) Leading hand allowance</b></p> <p>A leading hand will be paid the rate prescribed for the highest class of work supervised or their own classification rate plus the following additional allowance, whichever is higher:</p> <table border="1"> <thead> <tr> <th>In charge of:</th><th>\$ per week</th></tr> </thead> <tbody> <tr> <td>2 to 10 employees</td><td>28.67</td></tr> <tr> <td>11 to 21 employees</td><td>42.90</td></tr> <tr> <td>More than 21 employees</td><td>58.28</td></tr> </tbody> </table>	In charge of:	\$ per week	2 to 10 employees	28.67	11 to 21 employees	42.90	More than 21 employees	58.28
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<p><b>15.2 Verminous/decomposed human body allowance</b></p> <p>An employee required to treat a verminous or decomposed human body will be paid an additional 11.96% of the standard rate on each occasion.</p>	<p><b>(b) Verminous/decomposed human body allowance</b></p> <p>An employee required to treat a verminous or decomposed human body will be paid an additional <b>\$85.94</b> on each occasion.</p>																
<p><b>15.3 Work performed in fumigation depot allowance</b></p> <p>An additional 0.93% of the standard rate will be paid for each day on which work is performed in, or in connection with, fumigation depots carrying out the process of tent, vacuum tank or container fumigation. This allowance is paid in recognition of all disabilities encountered by employees working in fumigation depots.</p>	<p><b>(c) Work performed in fumigation depot allowance</b></p> <p>An additional <b>\$6.68</b> will be paid for each day on which work is performed in, or in connection with, fumigation depots carrying out the process of tent, vacuum tank or container fumigation. This allowance is paid in recognition of all disabilities encountered by employees working in fumigation depots.</p>																
<p><b>15.4 First aid allowance</b></p> <p>An employee who has been trained to render first aid, who holds a current first aid qualification and who is appointed by the employer to perform first aid duty will be paid an additional 2.12% of the standard rate per week. Employees will be reimbursed for the cost of maintenance of a first aid kit upon presentation of receipts, if the kit is not provided by the employer.</p>	<p><b>(d) First aid allowance</b></p> <p><b>(i)</b> A full-time employee will be paid an additional <b>\$5.23</b> per week if they:</p> <ul style="list-style-type: none"> <li>• have been trained to perform first aid;</li> <li>• hold a current first aid qualification; and</li> <li>• are appointed by the employer to perform first aid duty.</li> </ul> <p><b>(ii)</b> Employees will be reimbursed for the cost of maintenance of a first aid kit upon presentation of receipts, if the kit is not provided by the employer.</p>																

<p><b>15.5 Meal allowance</b></p> <p>An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work will either be supplied with a meal by the employer or paid \$13.66 for the first and subsequent meals. If an employee pursuant to notice has provided their own meal and is not required to work overtime or is required to work less than the amount advised, they will be paid the above allowance for those meals they have provided themselves.</p>	<p><b>17.3 Expense-related allowances</b></p> <p><b>(a) Meal allowance</b></p> <p>(i) The employer will either supply a meal or pay a meal allowance of <b>\$13.66</b> for the first and subsequent meals to an employee where the employee is required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work.</p> <p>(ii) If notice has been provided and the employee is not required to work overtime or is required to work less than the amount advised, the employer will pay the employee the meal allowance in clause 17.3(a)(i) for each meal the employee has provided themselves.</p>
<p><b>15.6 Motor vehicle allowance</b></p> <p>An employee who by agreement with the employer uses the employee's own motor vehicle in the course of the employer's business will be paid an allowance of \$0.78 per kilometre travelled.</p>	<p><b>(b) Motor vehicle allowance</b></p> <p>An employee who by agreement with the employer uses the employee's own motor vehicle in the course of the employer's business will be paid an allowance of <b>\$0.78</b> per kilometre travelled.</p>
<p><b>15.7 Country work</b></p> <p>(a) An employee sent to country work will be paid an allowance of \$90.44 per night to cover the costs of lodging and all meals or provided with board and lodging as agreed between the employer and employee.</p> <p>(b) Time occupied in travelling to and from country work will be paid for at ordinary rates in addition to wages otherwise earned, provided that an employee will not be paid for more than eight hours occupied in travelling on any one day. A day for the purposes of this subclause means from midnight on one day to midnight on the next day.</p> <p>(c) An employee sent from one place to another as prescribed in this subclause will be paid a meal allowance of \$8.45 for each meal. This allowance will not be payable if the employee is otherwise entitled to a meal allowance pursuant to clause 15.5.</p>	<p><b>(c) Country work</b></p> <p>(ii) An employee sent to country work will be paid an allowance of <b>\$90.44</b> per night to cover the costs of lodging and all meals or provided with board and lodging as agreed between the employer and employee.</p> <p>(iii) Time occupied in travelling to and from country work will be paid for at ordinary rates in addition to wages otherwise earned, provided that an employee will not be paid for more than eight hours occupied in travelling on any one day. A day for the purposes of clause 17.3(c) means from midnight on one day to midnight on the next day.</p> <p>(iv) An employee sent from one place to another as prescribed in clause 17.3(c) will be paid a meal allowance of <b>\$8.45</b> for each meal. This allowance will not be payable if the employee is otherwise entitled to a meal allowance pursuant to clause 17.3(a).</p>

<p>(d) Where transport is not provided by the employer, all employees will be entitled to travel to and from country work on terms agreed between the employer and the employee.</p> <p>(e) <b>Country work</b> means employment at a place which requires the employee to live away from their usual place of residence.</p>	<p>(v) Where transport is not provided by the employer, all employees will be entitled to travel to and from country work on terms agreed between the employer and the employee.</p> <p>(i) <b>Country work</b> means employment at a place which requires the employee to live away from their usual place of residence.</p>
<p><b>15.8 Safety clothing and equipment</b></p> <p>(a) An employer will provide and maintain all equipment required for the carrying out of a job.</p> <p>(b) Where reasonably required, such equipment will include suitable respirators, goggles, boots and/or gloves.</p> <p>(c) Such equipment will remain the property of the employer and will be replaced by the employee if lost by them or destroyed through the employee's negligence; provided that reasonable facilities are made available by the employer for the safe keeping of such equipment.</p> <p>(d) The employer will provide, and maintain free of charge, all necessary protective clothing for the use of employees. Such clothing will be issued in good condition and be retained by the employees during the period of their employment. It will be replaced by the employer when required. Such protective clothing will, among other things, include overalls and/or dust coats.</p> <p>(e) Employees will use in the proper manner the appropriate protective clothing and equipment provided and required to be used by the employer, and will comply with any other specified safe working requirements.</p>	<p><b>17.4 Safety clothing and equipment</b></p> <p>(a) An employer will provide and maintain all equipment required for carrying out a job.</p> <p>(b) The equipment will include suitable respirators, goggles, boots and/or gloves, where reasonably required.</p> <p>(c) This equipment will remain the property of the employer and will be replaced by the employee if lost by them or destroyed through the employee's negligence. Reasonable facilities are to be made available by the employer for the safe keeping of such equipment.</p> <p>(d) The employer will provide, and maintain free of charge, all necessary protective clothing for the use of employees. This clothing will be issued in good condition and be retained by the employees during the period of their employment. It will be replaced by the employer when required. Such protective clothing will, among other things, include overalls and/or dust coats.</p> <p>(e) Employees will use the appropriate protective clothing and equipment provided and required to be used by the employer in the proper manner, and will comply with any other specified safe working requirements.</p>
<p><b>15.9 Adjustment of expense related allowances</b></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</p>	<p><b>B.2.1 Adjustment of expense-related allowances</b></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</p>



<p>was last adjusted.</p> <p><b>(b)</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> <table border="1"> <tr> <th>Allowance</th><th>Applicable Consumer Price Index figure</th></tr> <tr> <td>Meal allowance</td><td>Take away and fast foods sub-group</td></tr> <tr> <td>Motor vehicle allowance</td><td>Private motoring sub-group</td></tr> <tr> <td>Board and lodging</td><td>Holiday travel and accommodation sub-group</td></tr> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Motor vehicle allowance	Private motoring sub-group	Board and lodging	Holiday travel and accommodation sub-group	<p>was last adjusted.</p> <p><b>(d)</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> <table border="1"> <tr> <th>Allowance</th><th>Applicable Consumer Price Index figure</th></tr> <tr> <td>Meal allowance</td><td>Take away and fast foods sub-group</td></tr> <tr> <td>Motor vehicle allowance</td><td>Private motoring sub-group</td></tr> <tr> <td>Country work—Board and lodging</td><td>Holiday travel and accommodation sub-group</td></tr> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Motor vehicle allowance	Private motoring sub-group	Country work—Board and lodging	Holiday travel and accommodation sub-group
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<p><b>16. District allowances</b></p> <p><i>Provision not reproduced - clause removed- see <a href="#">AM2014/190</a></i></p>	<p><i>Transitional provision - clause removed - obsolete - see <a href="#">AM2014/190</a></i></p>																
<p><b>17. Accident pay</b></p> <p><i>Provision not reproduced - clause removed- see <a href="#">AM2014/190</a></i></p>	<p><i>Transitional provision - clause removed - obsolete - see <a href="#">AM2014/190</a></i></p>																
<p><b>18. Payment of wages</b></p> <p><b>18.1 Frequency of pay</b></p> <p>Wages, including overtime, penalties and allowances, must be paid weekly or fortnightly.</p>	<p><b>16.2 Payment of wages</b></p> <p><b>(a) Frequency of pay</b></p> <p>Wages including overtime, penalties and allowances must be paid weekly or fortnightly.</p>																
<p><b>18.2 Method of payment</b></p> <p>An employer may pay an employee's wages by electronic funds transfer into a bank or financial institution nominated by the employee or by cash or cheque.</p>	<p><b>(b) Method of payment</b></p> <p>The employer may pay an employee's wages by electronic funds transfer (EFT) into a bank or financial institution nominated by the employee or by cash or cheque.</p>																
<p><b>18.3 Time of payment—cash or cheque</b></p> <p>If payment is by cash or cheque, wages will be paid during ordinary working hours.</p>	<p><b>(c) Time of payment—cash or cheque</b></p> <p>If payment is by cash or cheque, wages will be paid during ordinary working hours.</p>																

	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.
<b>19. Superannuation</b> <i>Provision not reproduced - no change</i>	<b>18. Superannuation</b> <i>Provision not reproduced - no change</i>
<b>Part 5—Hours of Work and Related Matters</b> <b>20. Ordinary hours of work and rostering</b> <b>20.1</b> The ordinary hours of work will be an average of 38 hours per week over a maximum work cycle of four weeks.	<b>Part 3—Hours of Work</b> <b>13. Ordinary hours of work and rostering</b> <b>13.1</b> The ordinary hours of work will be an average of 38 hours per week over a maximum work cycle of four weeks.
<b>20.2</b> Where there is agreement between the employer and employee ordinary hours may be worked in one of the following ways: <ul style="list-style-type: none"> <li>(a) by working a 19 day, four week cycle of eight hours per day in accordance with the provisions of this clause, with 15 minutes per day worked accruing as an entitlement to take a rostered day off on what would otherwise be a working day in each four week cycle;</li> <li>(b) provided that where the objective is for employees to have more than one rostered day off in a normal four week cycle by mutual agreement between the employer and the majority of employees in an establishment, the employer and employees may agree that the ordinary hours exceed more than the standard hours fixed for a day's work, but not exceed 10 on any one day, thus enabling a rostered day off on a day Monday to Friday to be taken more frequently than would otherwise apply;</li> <li>(c) by employees working shorter hours on each day; or</li> <li>(d) by employees working shorter hours on one or more days of each week.</li> </ul>	<b>14. Rostering</b> <b>14.1</b> Where there is agreement between the employer and employee ordinary hours may be worked in one of the ways set out in clauses 14.1(a)–(d). <ul style="list-style-type: none"> <li>(a) Employees may work a 19 day, four week cycle of eight hours per day, with 15 minutes per day worked accruing as an entitlement to take a rostered day off on what would otherwise be a working day in each four week cycle.</li> <li>(b) An employer and the majority of employees in an establishment may mutually agree to a roster providing for more than one rostered day off in a normal four week cycle. In these circumstances, an employer and employee may agree to working more than the standard daily hours and up to 10 ordinary hours in any one day to enable a rostered day off on a Monday to Friday to be taken more frequently than one per four week cycle.</li> <li>(c) Employees may work shorter hours on each day.</li> <li>(d) Employees may work shorter hours on one or more days of each week.</li> </ul>
<b>20.3</b> Every employer will notify the hours at which the employee is required to commence and cease work. Work done outside the hours notified will be paid at overtime rates.	<b>14.2</b> The employer will notify the employee of their starting and finishing times. Work done outside the hours notified will be paid at overtime rates.

<p><b>20.4</b> Once the times of beginning and ceasing work have been determined they will not be altered without the giving of one week's notice.</p>	<p><b>14.3</b> Once set, the starting and finishing times will not be altered unless one week's notice is given. Changes to rosters or hours of work are subject to clause 28—Consultation about changes to rosters or hours of work.</p>
<p><b>20.5</b> Once a cycle as outlined in clause 20.2 has been agreed upon and implemented, it will not be varied until that cycle has been completed.</p>	<p><b>14.4</b> Once a cycle as outlined in clause 14.1 has been agreed upon and implemented, it will not be varied until that cycle has been completed.</p>
<p><b>20.6</b> Where a rostered day off falls on a public holiday as prescribed in clause 27—Public holidays the next working day will be taken as the rostered day off, provided that by mutual agreement between the employer and employee another working day may be substituted.</p>	<p><b>14.5</b> Where a rostered day off falls on a public holiday as prescribed in clause 25—Public holidays the next working day will be taken as the rostered day off. Another day may be substituted by agreement between the employer and employee.</p>
<p><b>20.7 Day workers</b></p> <p>Except where otherwise provided in this clause the standard ordinary hours of work for day workers will not exceed 38 hours per week. The ordinary hours are to be worked in not more than five shifts of 7.6 hours on any day, Monday to Sunday inclusive, between the hours of 6.00 am and 6.00 pm.</p>	<p><b>13.2 Day workers</b></p> <p>(a) Except where ordinary hours of work are performed under an averaging system, ordinary hours of work for day workers will not exceed 38 hours per week.</p> <p>(b) The ordinary hours are to be worked in up to five shifts of 7.6 hours on any day.</p> <p>(c) Ordinary hours may be worked on Monday to Sunday, between the hours of 6.00 am and 6.00 pm.</p>
<p><b>20.8 Shiftworkers</b></p> <p>The standard ordinary hours of work for shiftworkers will not, except as provided elsewhere in this clause, exceed 38 hours per week. The ordinary hours are to be worked in not more than five shifts of 7.6 hours on any day, Monday to Sunday inclusive. These ordinary hours will be worked continuously except for meal breaks, crib breaks and rest periods as provided for in clause 21—Breaks.</p>	<p><b>13.3 Shiftworkers</b></p> <p>(a) The standard ordinary hours of work for shiftworkers will not, except as provided elsewhere in this clause, exceed 38 hours per week.</p> <p>(b) The ordinary hours are to be worked in up to five shifts of 7.6 hours on any day, Monday to Sunday.</p> <p>(c) These ordinary hours will be worked continuously except for meal breaks, crib breaks and rest periods as provided for in clause 15—Breaks.</p>
<p><b>20.9 Twelve-hour shifts</b></p> <p>By agreement between an employer, and the majority of employees in an establishment or the work location concerned, ordinary hours not exceeding 12 on any day may be worked subject to:</p>	<p><b>14.6 Twelve-hour shifts</b></p> <p>By agreement between an employer, and the majority of employees in an establishment or the work location concerned, ordinary hours not exceeding 12 on any day may be worked subject to:</p>

<p>(a) proper health monitoring procedures being introduced;</p> <p>(b) suitable rostering arrangements being made; and</p> <p>(c) proper supervision being provided (where applicable).</p>	<p>(a) proper health monitoring procedures being introduced;</p> <p>(b) suitable rostering arrangements being made; and</p> <p>(c) proper supervision being provided (where applicable).</p>
<p><b>21. Breaks</b></p> <p><b>21.1 Meal and crib breaks</b></p> <p>(a) An employee will be entitled to an unpaid meal break of not less than 30 minutes per day or shift. The break must have commenced not later than five hours after the start of the employee's ordinary working hours.</p> <p>(b) An employee who is required to work for more than two hours beyond their normal ceasing time on any day will be allowed a crib break of 20 minutes at ordinary rates. After each further four hours worked an employee will be entitled to a further crib break of 20 minutes without deduction of pay, if the employee continues working after such crib break.</p> <p>(c) An employer may organise breaks to be taken at such times that they will not interfere with the continuity of work provided that the requirements of clause 21.1(a) are observed.</p>	<p><b>15. Breaks</b></p> <p><b>15.1 Meal and crib breaks</b></p> <p>(a) An employee will be entitled to an unpaid meal break of at least 30 minutes per day or shift. The break must commence no later than five hours after the start of the employee's ordinary working hours.</p> <p>(b) An employee who is required to work for more than two hours beyond their normal finishing time on any day will be allowed a crib break of 20 minutes at ordinary rates. After each further four hours worked an employee will be entitled to a further crib break of 20 minutes without deduction of pay, if the employee continues working after such crib break.</p> <p>(c) An employer may organise breaks to be taken at times that will not interfere with the continuity of work provided that the requirements of clause 15.1(a) are observed.</p>
<p><b>21.2 Rest periods</b></p> <p>An employee will be entitled to one rest period of 10 minutes duration to be taken prior to the meal period and a further rest period of 10 minutes duration after the meal period where the employee is required to work more than six hours on any day or shift. The rest periods will be taken at times that will not interfere with the continuity of work. Such periods are to be counted as time worked.</p>	<p><b>15.2 Rest breaks</b></p> <p>An employee will be entitled to one paid rest break of 10 minutes to be taken before the meal break and a further rest break of 10 minutes after the meal break where the employee is required to work more than six hours on any day or shift. The rest breaks will be taken at times that will not interfere with the continuity of work. These breaks are to be counted as time worked.</p>
<p><b>21.3 Washing time</b></p> <p>An employee will be entitled to a period of 10 minutes before each meal break and a further period of 10 minutes duration before ceasing work each day for the purpose of washing and changing their clothes. Such periods are to be counted as time worked.</p>	<p><b>15.3 Washing time</b></p> <p>An employee will be entitled to 10 minutes before each meal break and a further 10 minutes before finishing work each day for the purpose of washing and changing their clothes. These periods are to be counted as time worked.</p>

<p><b>22. Overtime and penalty rates</b></p> <p><b>22.1 Overtime</b></p> <p>(a) All time worked in excess of, or outside the ordinary hours of work will be paid for at the rate of time and a half for the first two hours and double time thereafter. In computing overtime each day's work will stand alone.</p>	<p><b>Part 5—Overtime and Penalty Rates</b></p> <p><b>19. Overtime</b></p> <p><b>19.1</b> All time worked in excess of, or outside the ordinary hours of work will be paid for at <b>150%</b> of the minimum hourly rate for the first two hours and <b>200%</b> of the minimum hourly rate after two hours.</p> <p><b>19.2</b> In calculating overtime each day's work will stand alone.</p>
<p><i>New clause inserted</i></p>	<p><b>19.3</b> Work done outside the hours notified in accordance with clause 14.2 will be paid at overtime rates.</p>
<p>(b) An employee required to work overtime which is not continuous with ordinary hours will be paid a minimum of four hours at the appropriate rate.</p>	<p><b>19.4</b> An employee required to work overtime which is not continuous with ordinary hours will be paid a minimum of four hours at the appropriate overtime rate.</p>
<p>(c) An employee required to work during their meal break will be paid at overtime rates until the meal break is taken.</p>	<p><b>19.5</b> An employee required to work during their meal break will be paid at overtime rates until the meal break is taken.</p>
<p><b>22.2 Rest period after overtime</b></p> <p>(a) When overtime work is necessary it will, wherever reasonably practicable be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days. An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to this subclause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</p> <p>(b) If, on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty the employee will be paid double time until they are released from duty for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.</p>	<p><b>19.6 Rest period after overtime</b></p> <p>(a) When overtime work is necessary it will, wherever reasonably practicable be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days.</p> <p>(b) An employee, other than a casual employee, who works so much overtime between finishing work on one day and starting work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to clause 19.6, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the rest period.</p> <p>(c) If, on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty the employee will be paid at <b>200%</b> of the minimum hourly rate until they are released from duty for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.</p>

<p>(c) The provisions of this subclause will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked in the following circumstances:</p> <p>(i) for the purpose of changing shift rosters; or</p> <p>(ii) where a shift is worked by arrangement between the employees themselves.</p>	<p>(d) The provisions of clause 19.6 will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked in the following circumstances:</p> <p>(i) for the purpose of changing shift rosters; or</p> <p>(ii) where a shift is worked by arrangement between the employees themselves.</p>
<p><b>22.3 Call-back</b></p> <p>An employee recalled to work overtime after leaving the employer's business premises, whether notified before or after leaving the premises, will be paid for a minimum of four hours' work at the appropriate overtime rate for each time so recalled.</p>	<p><b>19.7 Call-back</b></p> <p>An employee recalled to work overtime after leaving the employer's business premises, whether notified before or after leaving the premises, will be paid for a minimum of four hours' work at the appropriate overtime rate for each time they are recalled.</p>
<p><b>22.4 Time off instead of payment for overtime</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>19.8 Time off instead of payment for overtime</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>22.5 Weekend work</b></p> <p>(a) An employee who works ordinary hours on a Saturday will be paid at the rate of time and a half. They will be paid for a minimum of three hours' work.</p> <p>(b) An employee who works ordinary hours on a Sunday will be paid at the rate of double time. They will be paid for a minimum of four hours' work.</p>	<p><b>20. Penalty rates</b></p> <p><b>20.1 Weekend work</b></p> <p>(a) An employee who works ordinary hours on a Saturday will be paid at <b>150%</b> of the minimum hourly rate. The employee will be paid for a minimum of three hours' work.</p> <p>(b) An employee who works ordinary hours on a Sunday will be paid at <b>200%</b> of the minimum hourly rate. The employee will be paid for a minimum of four hours' work.</p>
<p><b>22.6 Public holiday work</b></p> <p>An employee who works on a public holiday will be paid at the rate of double time and a half. They will be paid for a minimum of four hours' work.</p>	<p><b>20.2 Public holiday work</b></p> <p>An employee who works on a public holiday will be paid at <b>250%</b> of the minimum hourly rate. The employee will be paid for a minimum of four hours' work.</p>
<p><b>23. Shiftwork</b></p> <p><b>23.1 Definitions</b></p> <p>(a) <b>Afternoon shift</b> means any shift finishing after 6.00 pm and at or before midnight.</p>	<p><b>21. Shiftwork</b></p> <p><b>21.1 Definitions</b></p> <p>(a) <b>Afternoon shift</b> means any shift finishing after 6.00 pm and at or before midnight.</p>

<p>(b) <b>Night shift</b> means any shift finishing after midnight and at or before 8.00 am or where the majority of time worked is between the hours of midnight and 8.00 am.</p> <p><b>23.2</b> An employee who works an afternoon shift must be paid an additional 15% of their ordinary rate.</p> <p><b>23.3</b> An employee who works a night shift must be paid an additional 20% of their ordinary rate.</p> <p><b>23.4</b> An employee who works a night shift which does not rotate or alternate with another shift or day work must be paid an additional 25% of their ordinary rate.</p> <p><b>23.5</b> The shiftwork penalties in clauses 23.2, 23.3 and 23.4 are not payable where an employee is entitled to another penalty for overtime, weekends or public holidays.</p>	<p>(b) <b>Night shift</b> means any shift finishing after midnight and at or before 8.00 am or where the majority of time worked is between the hours of midnight and 8.00 am.</p> <p><b>21.2</b> An employee who works an afternoon shift must be paid at <b>115%</b> of the minimum hourly rate.</p> <p><b>21.3</b> An employee who works a night shift must be paid at <b>120%</b> of the minimum hourly rate.</p> <p><b>21.4</b> An employee who works a night shift which does not rotate or alternate with another shift or day work must be paid at <b>125%</b> of the minimum hourly rate.</p> <p><b>21.5</b> The shiftwork penalties in clauses 21.2, 21.3 and 21.4 are not payable where an employee is entitled to another penalty for overtime, weekends or public holidays.</p>
<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>24. Annual leave</b></p> <p><b>24.1</b> Annual leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.</p>	<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>22. Annual leave</b></p> <p><b>22.1</b> Annual leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.</p>
<p><b>24.2 Seven day shiftworkers</b></p> <p>For the purpose of the additional week of annual leave for shiftworkers provided for in the NES, a <b>shiftworker</b> is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.</p>	<p><b>22.2 Seven day shiftworkers</b></p> <p>For the purpose of the additional week of annual leave for shiftworkers provided for in the NES, a <b>shiftworker</b> is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.</p>
<p><b>24.3 Annual leave in advance</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>22.5 Annual leave in advance</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>24.4 Excessive leave accruals: general provision</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>22.6 Excessive leave accruals: general provision</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>24.5 Excessive leave accruals: direction by employer that leave be taken</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>22.7 Excessive leave accruals: direction by employer that leave be taken</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>

<p><b>24.6 Excessive leave accruals: request by employee for leave</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>22.8 Excessive leave accruals: request by employee for leave</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>24.7 Payment and loading</b></p> <p>Before the start of an employee's annual leave the employer must pay the employee:</p> <p>(a) instead of the base rate of pay referred to in the NES, the amount the employee would have earned for working their ordinary hours had they not been on leave; and</p> <p>(b) an additional loading of 17.5% of the employee's minimum rate prescribed in clause 14—Minimum wages, plus industry and first aid allowances where appropriate or, if they were a shiftworker prior to entering leave, their shift penalty, whichever is greater.</p>	<p><b>22.3 Payment and loading</b></p> <p>Before the start of an employee's annual leave the employer must pay the employee:</p> <p>(a) instead of the base rate of pay referred to in the NES, the amount the employee would have earned for working their ordinary hours had they not been on leave; and</p> <p>(b) an additional loading of <b>17.5%</b> of the employee's minimum hourly rate prescribed in clause 16—Minimum wages, plus industry and first aid allowances where appropriate or, if they were a shiftworker prior to entering leave, their shift penalty, whichever is greater.</p>
<p><b>24.8 Electronic funds transfer (EFT) payment of annual leave</b></p> <p>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.</p>	<p><b>22.4 Electronic funds transfer (EFT) payment of annual leave</b></p> <p>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.</p>
<p><b>24.9 Close-down</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>22.9 Close-down</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>24.10 Cashing out of annual leave</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>22.10 Cashing out of annual leave</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>25. Personal/carer's leave and compassionate leave</b></p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p><b>23. Personal/carer's leave and compassionate leave</b></p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>
<p><i>Clause inserted</i></p>	<p><b>24. Parental leave and related entitlements</b></p> <p>Parental leave and related entitlements are provided for in the NES.</p>



<b>26. Community service leave</b> Community service leave is provided for in the NES.	<b>26. Community service leave</b> Community service leave is provided for in the NES.
<b>27. Public holidays</b> <b>27.1</b> Public holidays are provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.	<b>25. Public holidays</b> <b>25.1</b> Public holiday entitlements are provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.
<b>27.2 Substitution of public holidays by agreement</b> By agreement between the employer and the majority of employees in an enterprise, another day may be substituted for a public holiday.	<b>25.2 Substitution of public holidays by agreement</b> By agreement between the employer and the majority of employees in an enterprise, another day may be substituted for a public holiday.
<i>Clause inserted</i>	<b>25.3 Part-day public holidays</b> For provisions relating to part-day public holidays see Schedule H—2016 Part-day Public Holidays.
<i>Clause inserted</i>	<b>25.4</b> An employee required to work on a public holiday will be paid in accordance with clause 20.2.
<b>Schedule A—Transitional Provisions</b> <i>Transitional provision - clause removed - obsolete</i>	<i>Transitional provision - clause removed - obsolete</i>
<i>Schedule inserted</i>	<b>Schedule A—Summary of Hourly Rates of Pay</b>
<b>Schedule B—Classifications</b> <i>Provision not reproduced - no change</i>	<i>Classifications moved from Schedule B to Clause 12</i>
<i>Schedule inserted</i>	<b>Schedule B—Summary of Monetary Allowances</b> <i>Provision not reproduced</i>
<b>Schedule C—Supported Wage System</b> <i>Provision not reproduced - standard clause - no change</i>	<b>Schedule C—Supported Wage System</b> <i>Provision not reproduced - standard clause - no change</i>

<b>Schedule D—National Training Wage</b> <b>Appendix D1: Allocation of Traineeships to Wage Levels</b> <i>Provision not reproduced</i>	<b>Schedule D—National Training Wage</b> <i>Current clause D.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i> <a href="#">Link to comparison document</a>
<b>Schedule E—2016 Part-day Public Holidays</b> <i>Provision not reproduced - standard clause - no change</i>	<b>Schedule H—2016 Part-day Public Holidays</b> <i>Provision not reproduced - standard clause - no change</i>
<b>Schedule F—Agreement to Take Annual Leave in Advance</b> <i>Provision not reproduced - standard clause - no change</i>	<b>Schedule F—Agreement to Take Annual Leave in Advance</b> <i>Provision not reproduced - standard clause - no change</i>
<b>Schedule G—Agreement to Cash Out Annual Leave</b> <i>Provision not reproduced - standard clause - no change</i>	<b>Schedule G—Agreement to Cash Out Annual Leave</b> <i>Provision not reproduced - standard clause - no change</i>
<b>Schedule H—Agreement for time off instead of payment for overtime</b> <i>Provision not reproduced - standard clause - no change</i>	<b>Schedule E—Agreement for time off instead of payment for overtime</b> <i>Provision not reproduced - standard clause - no change</i>