Pastoral Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 1 July 2023 (PR762145, PR762308 and PR762969).
Clause(s) affected by the most recent variation(s):

15—National training wage
18—Allowances
32—Minimum rates
33—Special allowances
37—Minimum rates
43—Overtime
47—Minimum rates
50—Classifications
51—Minimum rates
52—Special allowances (other than Woolclassers and Shearing shed experts)
53—Special allowances for Woolclassers
Schedule A—Shearing Operations—Methods for calculating Minimum Rates
Schedule B—Summary of Hourly Rates of Pay
Schedule C—Summary of Monetary Allowances
Schedule D—Supported Wage System

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[Varied by PR746868, PR747352, PR750514]

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Part 1—Application and Operation of this Award

1. Title and commencement

1.1 This industry award is the *Pastoral Award 2020*.

1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.

1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

2. Definitions

[Varied by PR734194]

In this award, unless the contrary intention appears:

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

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave (see clause 18.2(a)).

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

broadacre mixed farming enterprise:

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

[Definition of **casual employee** inserted by PR734194 from 27Sep21]

casual employee has the meaning given by section 15A of the Act.

casual pieceworker means a Shearer, Crutcher or Woolpresser engaged as a casual employee and paid the piecework rates in accordance with Part 9—Shearing Operations.

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

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

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

double-fleeced means a sheep carrying 2 years' fleece.

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).

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

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

farm and livestock hand means an employee performing the work described in the classifications which apply to such work in Part 6—Broadacre Farming and Livestock Operations of this award and who is not a piggery attendant, poultry worker or any employee classified under Part 9—Shearing Operations.

found employees are employees who are supplied with up to 5 meals per day during the course of shearing or crutching; such meals are to be provided by the employer together with suitable accommodation.

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

livestock means all animals used in primary production including insects.

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

NES means the National Employment Standards as contained in sections 59 to 131 of the Act.

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client.

ordinary hourly rate means the minimum hourly rate for an employee's classification specified in clauses 32, 37, 47 and 51—Minimum rates plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes.

pastoral industry has the meaning given in clause 4.2.

piggery attendant means an employee who is employed by an employer who is exclusively, wholly or substantially engaged in the raising and breeding of pigs, and who performs duties described in the classifications in Part 7—Pig Breeding and Raising of this award.

poultry worker means an employee who is employed by an employer who is exclusively, wholly or substantially engaged in the raising and breeding of poultry, and who performs duties described in the classifications in Part 8—Poultry Farming of this award.

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

rams are male sheep that are more than 6 months old.

shearing is where:

- the employee takes off the belly wool first and lays it aside, and, when required by the employer, the employee shears over the tail when shearing the first side; and
- in opening the fleece at the neck and belly, the machine or both blades of the shears will be kept under the wool and close to the skin, so as to avoid twice

cutting and where the employee does not run the machine or shears through the fleece so as to break it down the centre or the back.

shearing cook means an employee who cooks for 6 or more employees who are engaged for shearing or crutching operations.

shearing shed expert or **expert** means an employee who is competent to perform experting duties at a shearing shed as described in clause 50.8 in accordance with the requirements of the employer or a representative (such requirements to be specified at the time of engagement).

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

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

standard rate means the hourly rate payable to a farm and livestock hand level 2 in clause 32.1.

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

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

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

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

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

3. The National Employment Standards and this award

3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.

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

3.3 The employer must ensure that copies of 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.

4. Coverage

4.1 This industry award applies to employers throughout Australia in the pastoral industry and their employees in the classifications set out in this award to the exclusion of any other modern award.

4.2 **Pastoral industry** means all employers and employees who are engaged in or in connection with:

(a) the management, breeding, rearing or grazing of livestock or poultry;
(b) the shearing and crutching of sheep and the classing and pressing of wool on farms;
(c) dairying;
(d) hatchery work;
(e) the sowing, raising or harvesting of broadacre field crops and other crops grown as part of a broadacre mixed farming enterprise;
(f) the treatment of land for any of these purposes; or
(g) clearing, fencing, well sinking, dam sinking or trenching on such farms or properties.

4.3 Without limiting the generality of the exclusion, this award does not cover employees covered by:

(a) the *Aquaculture Industry Award 2020*, except where the production of freshwater species is incidental to a broadacre mixed farming enterprise to which this award would otherwise apply;
(b) the *Horticulture Award 2020*;
(c) the *Seafood Processing Award 2020*, except where the production of freshwater species is incidental to a broadacre mixed farming enterprise to which this award would otherwise apply;
(d) the *Silviculture Award 2020,* except where carried on as a part of a broadacre mixed farming enterprise;
(e) the *Sugar Industry Award 2020*; and
(f) the *Wine Industry Award 2020.*

4.4 This award does not cover:

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

4.5 This award covers any employer which supplies labour on an on-hire basis in the pastoral industry 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. Clause 4.5 operates subject to the exclusions from coverage in this award.

4.6 This award covers employers which provide group training services for trainees engaged in the pastoral industry and/or parts of that industry 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. Clause 4.6 operates subject to the exclusions from coverage in this award.

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.

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

5. Individual flexibility arrangements

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

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

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

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

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

(a) give the employee a written proposal; and
(b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

5.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and
(b) identify the award term, or award terms, the application of which is to be varied; and
(c) set out how the application of the award term, or each award term, is varied; and
(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
(e) state the date the agreement is to start.

5.7 An agreement must be:

(a) in writing; and

(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

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

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

5.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

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

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

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

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

6.2 Responding to the request

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

(a) the needs of the employee arising from their circumstances;

(b) the consequences for the employee if changes in working arrangements are not made; and

(c) any reasonable business grounds for refusing the request.

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

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

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

(a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.

(b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

(c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:

(i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and

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

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

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

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 28—Dispute resolution.

7. Facilitative provisions

[Varied by PR734194]

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 varied by PR734194 from 27Sep21]

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

Clause	Provision	Agreement between an employer and:
10.3	Part-time employment	An individual
11.4	Casual employment	An individual
12.2(b)	Meal break	An individual
12.3(b)	Rest break	An individual
20.2	Annual leave—conversion to hourly entitlement	The majority of employees
20.9	Annual leave in advance	An individual
20.12	Cashing out of annual leave	An individual
25.2	Substitution of certain public holidays by agreement at the enterprise	An individual
35.6	Broadacre Farming and Livestock Operations—Time off instead of payment for overtime	An individual
38.1(b)	Ordinary hours and roster cycles (for non-shiftworkers)—Maximum hours in certain periods (span of hours)	An individual
38.1(c)	Ordinary hours and roster cycles (for non-shiftworkers)—Maximum hours in certain periods (method of implementing a 38 hour week)	The majority of employees
39.3	Continuous work hours—Ordinary hours and roster cycles for shiftworkers—Maximum hours in certain periods	The majority of employees
39.4	Continuous work hours—Ordinary hours and roster cycles for shiftworkers—Length of shifts	The majority of employees
40.2	Other than continuous work hours—Ordinary hours and roster cycles for shiftworkers—Maximum hours in certain periods	The majority of employees
40.3	Other than continuous work hours—Ordinary hours and roster cycles for shiftworkers—Length of shifts	The majority of employees

Clause	Provision	Agreement between an employer and:
41.2	Rostering shifts—Employer and employees may agree to change shift span by up to one hour	The majority of employees
41.3	Rostering shifts—Varying method of working shifts by agreement	The majority of employees
43.9	Pig Breeding and Raising—Time off instead of payment for overtime	An individual
45.3	Payment for public holidays	The majority of employees
49.2	Poultry Farming—Time off instead of payment for overtime	An individual
51.9(d)(iv)	Minimum rates—Woolclassers and Shearing shed experts	An individual
53.1(e)	Fares and travelling allowances for expeditionary employees	An individual
54.2(a)	Hours of work for Shearers and Crutchers	The majority of employees
54.4(a)	Special conditions regarding the hours of work of Shearers and Crutchers	An individual

Part 2—General Employment Conditions

8. Types of employment

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

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

8.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

8.3 Farm and livestock hand at shearing or crutching

(a) Subject to clause 8.3(b), during any time an employee engaged on a weekly basis under Part 6—Broadacre Farming and Livestock Operations is employed in shearing or crutching operations of the principal employer, Part 9—Shearing Operations will not apply.

(b) Exception

(i) Clause 8.3(a) will not apply to any farm and livestock hand engaged by the week who:

- works in the employer's shearing shed; and
- who has been engaged by the employer during the period commencing one week before the actual shearing or crutching begins; and
- who is discharged during the week after the shearing or crutching actually ends.

(ii) In the circumstances set out in clause 8.3(b)(i), the employee will be paid station hand rates when performing work covered by Part 6—Broadacre Farming and Livestock Operations of this award and shearing rates when performing work covered by Part 9—Shearing Operations of this award.

9. Full-time employees

9.1 A full-time employee is an employee who is engaged to work an average of 38 hours per week over a 4 week period.

9.2 A full-time employee must be provided with a written statement setting out their classification, applicable rate of pay and terms of engagement.

10. Part-time employees

10.1 A part-time employee is an employee who:

(a) is engaged to work less than an average of 38 hours per week over a 4 week period;

(b) has reasonably predictable hours of work; and

(c) receives on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

10.2 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:

(a) the hours worked each day;

(b) which days of the week the employee will work; and

(c) the actual starting and finishing times each day.

10.3 Changes in hours may only be made by agreement in writing between the employer and employee. Any agreed variation to the regular pattern of work will be recorded in writing.

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

10.5 A part-time employee employed under the provisions of clause 10 must be paid for ordinary hours worked at the ordinary hourly rate prescribed for the class of work performed.

10.6 Minimum engagement

Subject to clause 10.7, an employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any shift.

10.7 An employer is only required to roster a part-time employee for a minimum of 2 consecutive hours on any shift if all of the following apply:

(a) the employee is engaged to perform the work of a dairy operator; and

(b) the employee is 18 years of age or younger; and

(c) the employee is a full-time secondary school student.

11. Casual employees

[Varied by PR723940, PR734194]
[11.1 deleted by PR734194 from 27Sep21]
[11.2 deleted by PR734194 from 27Sep21]
[11.3 renumbered as 11.1 by PR734194 from 27Sep21]

11.1 An employer when engaging a casual must inform the employee that they are employed as a casual, stating:

(a) by whom the employee is employed;

[11.1(b) deleted by PR734194 from 27Sep21]
[11.1(c) renumbered as 11.1(b) by PR734194 from 27Sep21]

(b) their classification level; and

[11.1(d) renumbered as 11.1(c) by PR734194 from 27Sep21]

(c) their rate of pay.

11.2 Casual pieceworkers

[11.4 renumbered as 11.2 by PR734194 from 27Sep21]

(a) Shearers, Crutchers and Woolpressers engaged as casual pieceworkers will be paid piecework rates in accordance with Part 9—Shearing Operations.

(b) For the purpose of the NES, the base rate of pay for a pieceworker is the base rate of pay as defined in the NES.

(c) For the purpose of the NES, the full rate of pay for a pieceworker is the full rate of pay as defined in the NES.

11.3 Casual loading

[11.5 renumbered as 11.3 by PR734194 from 27Sep21]
[11.3(a) varied by PR723940 ppc 20Nov20]

(a) For each ordinary hour worked a casual employee, other than a casual pieceworker, must be paid:

(i) the ordinary hourly rate prescribed for the class of work performed; and

(ii) a loading of **25%** of the ordinary hourly rate.

(b) The casual loading is paid instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

[11.3(c) inserted by PR723940 ppc 20Nov20]

(c) When a casual employee works overtime, they must be paid the overtime rates in clauses 35.2, 43.2, and 49.1(b).

[11.6 renumbered as 11.4 by PR734194 from 27Sep21]

11.4 Casual employees must be paid at the termination of each engagement but may agree to be paid weekly or fortnightly.

11.5 Minimum engagement

[11.7 renumbered as 11.5 by PR734194 from 27Sep21]

(a) Subject to clause 11.5(b), an employer must pay a casual employee, other than a casual pieceworker, for a minimum of 3 hours' work at the appropriate rate for each occasion on which the employee is required to attend for work, even if the employee is only required to work for a shorter time.

(b) An employer is only required to pay a casual employee for a minimum of 2 hours' work if all of the following apply:

(i) the employee is engaged to perform the work of a dairy operator; and

(ii) the employee is aged 18 years of age or younger; and

(iii) the employee is a full-time secondary school student.

11.6 Offers and requests for casual conversion

[New 11.6 inserted by PR734194 from 27Sep21]

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

NOTE: Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 28—Dispute resolution.

[11.8 deleted by PR734194 from 27Sep21]

12. Breaks

12.1 The following provisions will apply to all employees other than:

(a) employees engaged in shearing operations, who are entitled to the breaks prescribed in Part 9—Shearing Operations; and

(b) piggery attendants engaged as shiftworkers, who are entitled to the breaks prescribed in Part 7—Pig Breeding and Raising.

12.2 Meal break

(a) A meal break of between 30 minutes and 60 minutes will be allowed each day, to be taken not later than 5 hours after commencing ordinary hours of work.

(b) If there is agreement between the employer and an individual employee, the meal break may be taken at a time agreed.

(c) All work performed on the instruction of the employer during a recognised meal break will be paid for at **200%** of the ordinary hourly rate. Payment will continue at this rate until the employee is released for a meal break of not less than 30 minutes.

12.3 Paid rest break

(a) Employees will be allowed a paid rest break of 10 minutes each morning.

(b) If agreement is reached between the employer and employee for an additional rest break, the rest break will be unpaid and in addition to the employee's ordinary hours of work.

13. Higher duties

13.1 An employee engaged for more than 2 hours during one day or shift on duties carrying a higher minimum rate than their ordinary classification must be paid the higher minimum rate for the day or shift.

13.2 If the employee works at the higher classification for 2 hours or less during one day or shift, they must be paid the higher minimum rate for the time worked at the higher classification.

14. Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule D—Supported Wage System.

15. National training wage

[Varied by PR729290, PR740716, PR762145]

15.1 Schedule E to the *Miscellaneous Award 2020* sets out minimum rates and conditions for employees undertaking traineeships.

[15.2 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

15.2 This award incorporates the terms of Schedule E to the *Miscellaneous Award 2020* as at 1 July 2023. Provided that any reference to "this award" in Schedule E to the *Miscellaneous Award 2020* is to be read as referring to the *Pastoral Award 2020* and not the *Miscellaneous Award 2020*.

16. Payment of wages

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

16.1 Period of payment

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

16.2 Method of payment

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

16.3 Payment on termination of employment

(a) If the employment of an employee terminates, the employer must pay an employee the following amounts in accordance with this clause:

(i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of the termination; and

(ii) all other amounts that are due to the employee under this award and the NES.

(b) The amounts described at clause 16.3(a)(i) must be paid to the employee:

(i) By cash or cheque on the day of termination or forwarded to the employee by post on the next working day; or

(ii) By electronic funds transfer no later than 7 days after the day on which the employee's employment terminates.

(c) The amounts described at clause 16.3(a)(ii) must be paid to the employee:

(i) By cash or cheque on the day of termination or forwarded to the employee by post as soon as reasonably practicable and by no later than 7 days after the day on which the employee's employment terminates; or

(ii) By electronic funds transfer by no later than 7 days after the day on which the employee's employment terminates.

(d) The requirement to pay wages and other amounts under clause 16.3 is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.

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

NOTE 2: Clause 16.3(d) allows the Commission to make an order delaying the requirement to make a payment under clause 16.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.

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

17. Annualised wage arrangements

17.1 Annualised wage instead of award provisions

(a) An employer and a full-time employee may enter into a written agreement for the employee to be paid an annualised wage in satisfaction, subject to clause 17.1(c), of any or all of the following provisions of the award:

(i) clauses 32, 37, and 47—Minimum rates;

(ii) clauses 18 and 33—Allowances and special allowances;

(iii) clause 34.3—Ordinary hours of work and rostering (Broadacre Farming and Livestock Operations);

(iv) clause 35, 43 and 49—Overtime and penalty rates;

(v) clause 42—Penalty rates for shiftwork (Pig Breeding and Raising);

(vi) clause 20.5—Annual leave loading;

(vii) clause 44—Saturdays and Sundays (Pig Breeding and Raising); and

(viii) clauses 35.5, 45 and 49.3—Public holidays.

(b) Where a written agreement for an annualised wage agreement is entered into, the agreement must specify:

(i) the annualised wage that is payable;

(ii) which of the provisions of this award will be satisfied by payment of the annualised wage;

(iii) the method by which the annualised wage has been calculated, including specification of each separate component of the annualised wage and any overtime or penalty assumptions used in the calculation; and

(iv) the outer limit number of ordinary hours which would attract the payment of a penalty rate under the award and the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised wage in accordance with clause 17.1(c).

(c) If in a pay period or roster cycle an employee works any hours in excess of either of the outer limit amounts specified in the agreement pursuant to clause 17.1(b)(iv) such hours will not be covered by the annualised wage and must separately be paid for in accordance with the applicable provisions of this award.

(d) The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.

(e) The agreement may be terminated:

(i) by the employer or the employee giving 12 months' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(ii) at any time, by written agreement between the employer and the individual employee.

17.2 Annualised wage not to disadvantage employees

(a) The annualised wage must be no less than the amount the employee would have received under this award for the work performed over the year for which the wage is paid (or if the employment ceases or the agreement terminates earlier, over such lesser period as has been worked).

(b) The employer must each 12 months from the commencement of the annualised wage arrangement or, within any 12 month period upon the termination of employment of the employee or termination of the agreement, calculate the amount of remuneration that would have been payable to the employee under the provisions of this award over the relevant period and compare it to the amount of the annualised wage actually paid to the employee. Where the latter amount is less than the former amount, the employer shall pay the employee the amount of the shortfall within 14 days.

(c) The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised wage arrangement agreement for the purpose of undertaking the comparison required by clause 17.2(b). This record must be signed by the employee, or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle.

17.3 Base rate of pay for employees on annualised wage arrangements

For the purposes of the NES, the base rate of pay of an employee receiving an annualised wage under this clause comprises the portion of the annualised wage

equivalent to the relevant rate of pay in the Minimum wage provisions of either clause 32 or clause 37 or clause 47 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

18. Allowances

[Varied by PR724570, PR729290, PR729479, PR740716, PR740884, PR762145, PR762308]

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

18.1 Employers must pay to an employee the allowances the employee is entitled to under clause 18.

NOTE: See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

18.2 Wage-related allowances

(a) All-purpose allowances

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

(i) leading hand allowance (clause 18.2(b)); and

(ii) first aid allowance (clause 18.2(c)).

(b) Leading hands

[18.2(b)(i) varied by PR729290, PR740716, PR740716, PR762145 ppc 01Jul23

(i) A leading hand in charge of 2 or more people must be paid as follows:

In charge of	$ per week
2–6 employees	26.71
7–10 employees	31.13
11–20 employees	44.37
More than 20 employees	55.75

(ii) The allowance contained in clause 18.2(b)(i) will apply to part-time employees on a pro rata basis.

(c) First aid allowance

[18.2(c) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

An employee appointed by their employer to perform first aid duty as required in addition to their usual duties, and holding a current recognised first aid qualification, such as one from St John Ambulance or similar body, must be paid an allowance of **$3.25** per day.

18.3 Expense-related allowances

(a) Tool and equipment allowance

(i) If the employer requires employees to supply their own tools and equipment, employees must be reimbursed for the cost of supplying those tools and equipment.

(ii) The provisions of clause 18.3 do not apply where the tools and equipment are paid for by the employer.

(b) Travelling allowance

(i) Where an employee is required to travel from one place to another for the purpose of work, the time occupied in travelling will be counted as time worked and paid for as such.

(ii) Time spent by an employee travelling from the employee's home to the principal place of employment and return will not be regarded as time worked.

(iii) An employee who is compelled by their duties to spend the night away from home or the property at which the employee is employed (whichever is the employee's normal place of sleeping during employment), will be reimbursed by the employer for the demonstrable cost of suitable accommodation.

(iv) The provisions of clause 18.3(b) will not apply where the employer provides the employee with suitable accommodation free of charge.

(c) Use of vehicle allowance

[18.3(c) varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

An employee will be paid an allowance of **$0.95** per kilometre when instructed by the employer to use their own vehicle during working hours to relocate materials, equipment, or personnel either within the normal work location or on public thoroughfares.

(d) Overtime meal allowance

[18.3(d)(i) varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

(i) An employee required to work overtime for more than 1.5 hours after working ordinary hours will be supplied with a suitable meal free of cost by the employer or paid **$15.73** for the first and any subsequent meals.

[18.3(d)(ii) varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

(ii) An employee required to work overtime for more than 2 hours after the employee's ordinary finishing time without having been notified before leaving work on the previous day that they will be required to work overtime:

- will be allowed a meal break not later than 2 hours after commencing overtime;
- will be allowed a meal break every 5 hours after the first meal break, for as long as the overtime continues; and
- will be provided with a suitable meal free of cost by the employer for each meal break or paid a meal allowance of **$15.73** for each meal not supplied.

(e) Reimbursement of expenses

An employer who authorises an employee to incur expenses in the course of their employment, will reimburse the employee the expense upon provision of a tax invoice and receipt.

(f) Wet weather clothing and footwear

(i) An employee who is required to work in a wet place must be provided with protective clothing and footwear by the employer.

(ii) If an employee who is required to work in a wet place is not provided with protective clothing and footwear, the employer will reimburse the

employee for the reasonable cost of providing their own protective clothing and footwear.

(iii) If protective clothing and footwear is provided and paid for by the employer, it will remain the property of the employer.

(iv) 'Wet place' is defined in clause 2—Definitions.

(g) Protective clothing

(i) If the employer requires an employee to supply his or her own protective clothing, the employer must reimburse the employee for the cost of supplying the protective clothing.

(ii) The provisions of clause 18.3(g)(i) do not apply where the protective clothing is paid for by the employer.

(iii) Any protective clothing that is paid for by the employer remains the property of the employer.

(h) Charges for accommodation, meat, goods, and services

(i) If the employer provides an employee with living premises for the use of a "without keep" employee and the employee's household, the employer may charge an amount agreed between them in writing for the use of the premises and/or power supplied to the premises.

(ii) The employer may charge to an employee:

- the cost of goods or services supplied to the employee at the employee's request and paid for by the employer; and
- the cost of goods purchased by the employer for the employee at the employee's request.

(iii) If the employer supplies an employee with meat, the employer may charge the employee an amount mutually agreed upon.

(iv) If the employer sells groceries or stores to the employee, the prices charged must not exceed the cost price with carriage added.

19. Superannuation

19.1 Superannuation legislation

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

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay

the superannuation guarantee charge under superannuation legislation with respect to that employee.

19.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

(c) The employer must pay the amount authorised under clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

19.4 Superannuation fund

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

(a) Prime Super;

(b) CareSuper;

(c) AustSafe Super;

(d) AustralianSuper;

(e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or

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

Part 3—Leave, Public Holidays and Other NES Entitlements

20. Annual leave

20.1 Annual leave is provided for in the NES.

20.2 Conversion to hourly entitlement

An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in section 87 of the Act to an hourly entitlement for administrative ease (e.g. 152 hours for a full-time employee entitled to 4 weeks' annual leave (4 weeks x 38 hours per week)).

20.3 Payment for period of annual leave

(a) An employee (other than a pieceworker) under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.

(b) Clause 20.3(a) will apply instead of the base rate of pay as referred to in section 90(1) of the Act.

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

20.4 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 20, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

20.5 Annual leave loading

An employee must also be paid a loading calculated on the wages prescribed by this award. The loading must be as follows:

(a) **Other than shiftworkers**

(i) An employee other than a shiftworker must be paid a loading equal to **17.5%** of the wages prescribed by this award for the ordinary hours of work.

(ii) Where an employee is rostered to work ordinary weekly hours on days which attract penalty rates and the employee would have earned a greater amount than the amount provided in clause 20.5(a)(i) but for the period of leave then the employee will be paid the amount they would have earned for the ordinary hours worked instead of the **17.5%** loading.

(b) **Shiftworkers**

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

20.6 Excessive leave accruals: general provision

NOTE: Clauses 20.6 to 20.8 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

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

(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 20.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 20.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

(a) If an employer has genuinely tried to reach agreement with an employee under clause 20.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the employer under clause 20.7(a):

(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.6, 20.7 or 20.8 or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under clause 20.7(a) that is in effect.

(d) An employee to whom a direction has been given under clause 20.7(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 20.7(d) may result in the direction ceasing to have effect. See clause 20.7(b)(i).

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

20.8 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with an employer under clause 20.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under clause 20.8(a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under clause 20.7(a) that, when any other paid annual leave arrangements (whether made under clause 20.6, 20.7 or 20.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under clause 20.8(a) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other

paid annual leave arrangements (whether made under clause 20.6, 20.7 or 20.8 or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under clause 20.8(a) more than 4 weeks' paid annual leave in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under clause 20.8(a).

20.9 Annual leave in advance

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 20.9 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

(c) The employer must keep a copy of any agreement under clause 20.9 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 20.9, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

20.10 Transfer of business

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

20.11 Proportionate leave on termination

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

20.12 Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 20.12.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 20.12.

(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement under clause 20.12 must state:

(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and

(ii) the date on which the payment is to be made.

(e) An agreement under clause 20.12 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(i) The employer must keep a copy of any agreement under clause 20.12 as an employee record.

NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 20.12.

NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.12.

NOTE 3: An example of the type of agreement required by clause 20.12 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

21. Personal/carer's leave and compassionate leave

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

22. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

23. Community service leave

Community service leave is provided for in the NES.

24. Family and domestic violence leave

[24—Unpaid family and domestic violence leave renamed and substituted by PR750514 ppc 15Mar23]

Family and domestic violence leave is provided for in the NES.

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the Act and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

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

25. Public holidays

[Varied by PR747352]

25.1 Public holiday entitlements are provided for in the NES.

25.2 Substitution of certain public holidays by agreement at the enterprise

(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

(b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

25.3 Employees required to work on a public holiday will be paid in accordance with clauses 35.5, 45, 49.3 or 57.

[25.4 deleted by PR747352 ppc14Nov22]

Part 4—Consultation and Dispute Resolution

26. Consultation about major workplace change

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

(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and

(b) discuss with affected employees and their representatives (if any):

(i) the introduction of the changes; and

(ii) their likely effect on employees; and

(iii) measures to avoid or reduce the adverse effects of the changes on employees; and

(c) commence discussions as soon as practicable after a definite decision has been made.

26.2 For the purposes of the discussion under clause 26.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

(a) their nature; and
(b) their expected effect on employees; and
(c) any other matters likely to affect employees.

26.3 Clause 26.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

26.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 26.1(b).

26.5 In clause 26 **significant effects**, on employees, includes any of the following:

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

26.6 Where this award makes provision for alteration of any of the matters defined at clause 26.5, such alteration is taken not to have significant effect.

27. Consultation about changes to rosters or hours of work

27.1 Clause 27 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

27.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

27.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 27.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

27.4 The employer must consider any views given under clause 27.3(b).

27.5 Clause 27 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

28. Dispute resolution

28.1 Clause 28 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

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

28.3 If the dispute is not resolved through discussion as mentioned in clause 28.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

28.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 28.2 and 28.3, a party to the dispute may refer it to the Fair Work Commission.

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

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

28.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 28.

28.8 While procedures are being followed under clause 28 in relation to a dispute:

(a) work must continue in accordance with this award and the Act; and

(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

28.9 Clause 28.8 is subject to any applicable work health and safety legislation.

Part 5—Termination of Employment and Redundancy

29. Termination of employment

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

29.1 Notice of termination by an employee

(a) Clause 29.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.

(b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

(c) In clause 29.1(b) **continuous service** has the same meaning as in section 117 of the Act.

(d) If an employee who is at least 18 years old does not give the period of notice required under clause 29.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.

(e) If the employer has agreed to a shorter period of notice than that required under clause 29.1(b), then no deduction can be made under clause 29.1(d).

(f) Any deduction made under clause 29.1(d) must not be unreasonable in the circumstances.

29.2 Job search entitlement

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

(b) The time off under clause 29.2 is to be taken at times that are convenient to the employee after consultation with the employer.

30. Redundancy

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

30.1 Transfer to lower paid duties on redundancy

(a) Clause 30.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.

(b) The employer may:

(i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or

(ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 30.1(c).

(c) If the employer acts as mentioned in clause 30.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the

ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

30.2 Employee leaving during redundancy notice period

(a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.

(b) The employee is entitled to receive the benefits and payments they would have received under clause 30 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

(c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

30.3 Job search entitlement

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

(b) If an employee is allowed time off without loss of pay of more than one day under clause 30.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

(c) A statutory declaration is sufficient for the purpose of clause 30.3(b).

(d) An employee who fails to produce proof when required under clause 30.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 29.2.

Part 6—Broadacre Farming and Livestock Operations

31. Classifications

31.1 Farm and livestock hand level 1 (FLH1)

An employee at this level includes:

(a) Station hand with less than 12 months' experience in the industry;

(b) Station cook;

(c) Station cook's offsider; and

(d) Cattle farm worker grade A who:

- works under direct supervision either individually or in a team environment;
- understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults; and
- understands and utilises basic statistical process control procedures.

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

- routine mustering;
- routine fence repairs;
- aerial stock sighting;
- repetitive packing and/or unpacking; and
- kitchen/cooking assistance not involving food preparation.

(e) Feedlot employee level 1 with less than 3 months' experience in the industry.

(f) Dairy operator grade 1A with less than 12 months' experience in the industry who:

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

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

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

31.2 Farm and livestock hand level 2 (FLH2)

An employee at this level includes:

(a) Cattle farm worker grade B who:

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

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

- receive, check, despatch and record goods received and sent;
- assist a tradesperson;
- basic non-trades daily maintenance of equipment used by the employee;
- sort and cut out stock;
- sort and brand yarded stock;
- fence repairs;
- kitchen/cooking assistance not involving unsupervised food preparation;
- boundary riding;
- forklift, overhead crane, winch or tractor operation; and
- household domestic work other than childcare or child education.

(b) Feedlot employee grade 1 with more than 3 months' experience in the industry who:

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

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

- perform cattle handling procedures;
- perform cattle health and welfare procedures;

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

31.3 Farm and livestock hand level 3 (FLH3)

An employee at this level includes:

(a) Station hand who:
- has at least 12 months' experience in the industry as a station hand; but
- does not conform to the definition of senior station hand (FLH5) in clause 31.5.

(b) Dairy operator grade 1B with 12 months' experience in the industry who:
- uses their knowledge and skills to perform set procedures such as milking and attending to livestock, haymaking, fencing.

Indicative of the tasks which an employee at this level may perform are the following:
- operate milking plant and equipment, in a safe manner;
- identify and report equipment not operating normally;
- work co-operatively as part of a team;
- read and record instrument information i.e. milk vat temperatures and cow numbers; and
- understands the principles of safe working.

31.4 Farm and livestock hand level 4 (FLH4)

An employee at this level includes:

(a) Feedlot employee level 2 who:
- has 2 years' experience in the feedlot industry; and
- works under routine supervision with intermittent checking of their work.

Indicative of the tasks which an employee at this level may perform are the following:
- utilise ability to make independent work decisions at this level;
- perform cattle handling procedures;
- perform cattle health and welfare procedures;
- euthanase livestock;
- perform cattle post-mortem procedures;
- select livestock for specific markets;
- transport, handle and store chemicals applicable to primary work area;
- prepare and apply chemicals applicable to primary work area;

- operate moving plant and equipment competently and efficiently;
- perform grain processing procedures;
- perform feed manufacture and delivery procedures;
- perform hygiene and housekeeping procedures associated with the primary work area;
- perform feedlot and environment maintenance procedures;
- possess understanding of industry quality assurance programs and all site operating procedures; and
- carry out workplace work health and safety procedures.

31.5 Farm and livestock hand level 5 (FLH5)

An employee at this level includes:

(a) Dairy operator grade 2 who:

- has 2 years' experience in the industry;
- uses their knowledge and skills to multiple operations involving basic levels of problem solving and decision making; and
- has an appreciation of the overall processes involved in a dairy farm.

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

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

(b) Senior station hand is an employee who:

- has at least 2 years' experience in the industry; and
- is capable of performing efficiently without supervision any of the tasks reasonably required of them.

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

- drive, maintain and operate farm vehicles and machinery;
- animal husbandry;
- stock handling;
- irrigation work; and
- use of chemicals.

31.6 Farm and livestock hand level 6 (FLH6)

An employee at this level includes:

(a) Feedlot employee level 3 who:

- has Certificate III qualifications;
- has worked in the feedlot industry for at least 2 years; and

- works with limited supervision with checking of their work related to overall progress.

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

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

31.7 Farm and livestock hand level 7 (FLH7)

An employee at this level includes:

(a) Senior dairy operator grade 1 who:

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

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

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

(b) Feedlot employee level 4 who:

- has Certificate III qualifications;
- has worked in the feedlot industry for at least 2 years; and
- works with limited supervision with checking of their work related to overall progress.

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

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

31.8 Farm and livestock hand level 8 (FLH8)

An employee at this level includes:

(a) Senior dairy operator grade 2 who:

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

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

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

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

32. Minimum rates

[Varied by PR724570, PR729290, PR729479, PR740716, PR740884, PR762145, PR762308]

32.1 Adult rates

[32.1 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

The following rates apply to adult farm and livestock hands classified under clause 31—Classifications of this award:

Wage group	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
FLH1	859.30	22.61
FLH2	882.80	23.23
FLH3	895.00	23.55
FLH4	914.90	24.08
FLH5	930.70	24.49
FLH6	945.00	24.87
FLH7	995.00	26.18
FLH8	1069.10	28.13

32.2 Junior rates

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

32.3 With keep rate

[32.3 varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

If keep is provided then the employer may deduct an amount of **$150.16** per week from the employee's total weekly wages.

NOTE: See Clause B.2 for a summary of hourly rates of pay including overtime and penalty rates.

33. Special allowances

[Varied by PR724570, PR729290, PR729479, PR740716, PR740884, PR762145, PR762308]

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

NOTE 2: See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

33.1 Where a station hand is required by the employer to find their own horse and/or saddle, the employee will be paid weekly allowances of:

[33.1(a) varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

(a) **$8.71** for the horse; and

[33.1(b) varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

(b) **$6.97** for the saddle.

33.2 The allowance specified in clause 33.1(b) is not payable where the employer has reimbursed the employee for the cost of the saddle.

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

(a) an allowance mutually agreed upon for each dog; and

(b) the amount of any licence or registration fee which must be paid by the employee for a period during which the dog is used.

[33.4 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

33.4 Employees will be paid **$3.95** per day in addition to their ordinary rate for each day upon which they are engaged:

(a) in or in connection with jetting or spraying of sheep, if they mix the poison or handle the nozzle; or

(b) in swabbing sheep for more than 3 days in any one week.

34. Ordinary hours of work and rostering

34.1 The average ordinary working hours for a farm and livestock hand will be fixed by agreement between the employer and the employees but will not exceed an average of 38 hours per week over a 4 week period.

34.2 The ordinary hours of work of farm and livestock hands (other than station cooks) will not exceed 152 hours in any consecutive period of 4 weeks.

34.3 **Station cooks**

(a) A cook who is required to work for more than 5.5 days in any one week will be paid, in addition to the weekly wage of this award, the following overtime rates:

(i) for work on 6 full days—an amount of 3/22nds of the appropriate weekly rate;

(ii) for work on 6 full days and one half day—an amount equal to 3/11ths of the appropriate weekly rate; or

(iii) for work on 7 full days—an amount equal to 9/22nds of the appropriate weekly rate.

(b) No overtime will be worked nor will an employee perform work on the employee's day and/or half day off without the permission of or under the instructions of the employer or their authorised representative.

35. Overtime and penalty rates

[Varied by PR723940]

35.1 All time worked by an employee in excess of the ordinary hours in clause 34—Ordinary hours of work and rostering will be regarded as overtime.

[35.2 varied by PR723940 ppc 20Nov20]

35.2 The rate of pay for overtime for a farm and livestock hand will be:

For overtime worked	Overtime rate Full-time and part-time employees % ordinary hourly rate	Overtime rate Casual employees % of ordinary hourly rate
Monday to Saturday	150	175
Sunday—feeding and watering stock	150	175
Sunday—other than feeding and watering stock	200	225

[Note inserted by PR723940 ppc 20Nov20]

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11.3(a)(ii) to the overtime rates for full-time and part-time employees prescribed by clause 35.2.

35.3 No employee will be entitled to payment for overtime, or equivalent time off instead, unless:

(a) the employee makes a claim to the employer or their authorised representative either within 2 weeks after the overtime is alleged to have been performed; or

(b) by the next date of payment of the employee's wages,

whichever is the later.

35.4 Overtime and public holiday rates are calculated on the ordinary hourly rate before any deduction is made for keep.

35.5 **Public holidays**

A farm and livestock hand required to work on a public holiday will be paid **200%** of the ordinary hourly rate.

35.6 Time off instead of payment for overtime

(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for all overtime that is worked by the employee under this agreement.

(b) An agreement made under clause 35.6 will remain in place unless the agreement is terminated. The agreement can be terminated by the employer or employee at any time by notice in writing.

(c) An agreement made under clause 35.6 must be in writing and must state each of the following:

(i) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

(ii) that the agreement can be terminated at any time by notice in writing;

(iii) that overtime worked after the agreement is terminated will be paid at the overtime rate applicable to the overtime when worked;

(iv) that time off instead of overtime must be taken within 6 months of it being worked, at a time or times agreed by the employee and employer;

(v) that, if time off is not taken as mentioned in 35.6(c)(iv), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

NOTE: An example of the type of agreement required by clause 35.6 is set out at Schedule E—Agreement for time off instead of payment for overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for time off instead of payment for overtime. An agreement under clause 35.6 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 35.6 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

(e) Time off must be taken:

(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and employer.

(f) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 35.6(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked unless the employer agrees to pay out the accrued overtime earlier.

(g) The employer must keep a copy of any agreement under clause 35.6 as an employee record.

(h) The employer must keep a record of the number of overtime hours worked by the employee, when those hours were worked and an updated record of the employee's time off instead of payment for overtime balance.

(i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 35.6 will apply, including the requirement for a written agreement under clause 35.6(c) for overtime that has been worked.

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

(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 35.6 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 35.6.

Part 7—Pig Breeding and Raising

36. Classifications

36.1 General duties

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

- apply and adhere to quarantine control procedures;
- clean and maintain protective footwear and clothing;
- clean and maintain administration and amenities buildings and associated fittings and equipment;
- maintain an adequate environment for the well-being of stock;
- clean accommodation pens, fittings and equipment;
- provide feed and water for stock;
- tend to routine husbandry of all stock;
- apply animal identification systems;
- move, draft and weigh stock;
- remove and dispose of effluent;
- dispose of deceased stock;
- mix and mill feed;
- care for sick or injured stock;
- maintain herd health status at an acceptable level;
- operate farm-related vehicles, plant, machinery and equipment (if appropriately licensed);
- detect oestrous and mate breeding stock;
- diagnose pregnancy in breeding stock;
- assist sows and piglets at farrowing;
- remove faulty or damaged equipment and fittings;

- install new or replacement equipment and fittings;
- maintain a recording system and interpret data;
- transport stock, feed and equipment (if appropriately licensed);
- maintain sheds, fixtures and fittings, fences and surrounds;
- maintain machinery and equipment; and
- perform other duties as required.

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

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

36.2 Piggery attendant level 1 (PA1)

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

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

(b) An employee at this level:

- is generally a new recruit to the industry who performs simple or routine tasks essentially of a manual nature and to the level of their training;
- exercises minimal skills, knowledge and decision making;
- works under direct supervision, and is given regular direction or guidance and whose results are constantly monitored;
- is undertaking structured training so as to enable them to work at PA2 level; and
- after adequate instruction the employee, may be required to undertake any task(s) listed in clause 36.1.

36.3 Piggery attendant level 2 (PA2)

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

- an employee appointed by the employer to this level who has completed up to 3 months' structured training so as to enable the employee to work within the scope of this level.

(b) An employee at this level:

- may have limited experience in the pig industry, and generally performs simple straightforward tasks, using well established techniques and practices in pig husbandry;
- exercises skills requiring some knowledge of established techniques and minimal routine decision making;
- works under frequent direct supervision and guidance;

- has work regularly inspected and the final result usually checked; and
- may be required to undertake any task(s) listed in clause 36.1.

36.4 Piggery attendant level 3 (PA3)

(a) A piggery attendant level 3 (PA3) is:
- an employee appointed by the employer to this level; and
- who performs a range of different but straightforward tasks using well established techniques and practices under routine supervision.

(b) An employee at this level:
- exercises skills requiring knowledge or relevant experience in piggery procedures and is required to make decisions within the employee's knowledge and competence on day-to-day management of pigs;
- works under general supervision, is responsible for the quality of their own work and receives limited guidance relating to more unusual features or new tasks;
- may work individually or as part of a team, or may supervise the duties of employees at an equal or lower level;
- may be subject to routine performance checks; and
- may be required to undertake any task(s) listed in clause 36.1.

36.5 Piggery attendant level 4 (PA4)

(a) A piggery attendant level 4 (PA4) is:
- an employee appointed by the employer to this level; and
- who has completed a minimum of:
  - one year of adult relevant experience in the industry;
  - an accredited stockperson training course certificate; or
  - equivalent formal training recognised by the employer, plus 6 months' relevant adult experience in the industry.

(b) An employee at this level:
- performs a range of straightforward tasks using well established techniques and practices under limited supervision and is responsible for maintaining the quality and quantity of their work;
- exercises skills requiring sound knowledge of and experience in piggery procedures and requires instruction only on management decisions that vary from established practices and principles;
- exercises some individual judgment and initiative within established principles and practices;
- may work individually or as part of a team or may supervise the duties of employees at an equal or lower level;
- assists in the provision of on-the-job training to a limited degree; and
- may be required to undertake any task(s) listed in clause 36.1.

36.6 Piggery attendant level 5 (PA5)

(a) A piggery attendant level 5 (PA5) is:
- an employee appointed by the employer to this level who has completed a minimum of:
  - 2 years' adult relevant experience in the industry; or

- an accredited apprenticeship or equivalent formal training plus one year of relevant adult experience in the industry.

(b) An employee at this level:

- performs a range of tasks using well established techniques and practices under minimal supervision and is responsible for maintaining the quality and quantity of work undertaken individually or as part of a team;
- exercises skills requiring sound knowledge of and experience in piggery procedures and displays considerable individual judgment and initiative within established principles and practices;
- may work individually or as part of a team or may supervise and co-ordinate the duties of employees at an equal or lower level;
- understands and applies quality control techniques; and
- may be required to undertake any task(s) listed in clause 36.1.

36.7 Senior piggery attendant level 6 (PA6)

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

- an employee appointed by the employer who has completed a minimum of:
  - 3 years' relevant adult experience in the industry; or
  - an accredited traineeship or equivalent formal training plus 2 years' relevant adult experience in the industry.

(b) An employee at this level:

- performs a range of tasks that may vary from established techniques and practices under minimal supervision and guidance and must be competent in all facets of duties required;
- may be required to work alone, lead work units and/or co-ordinate, supervise and/or train new employees;
- may require extensive individual judgment and initiative within established management guidelines;
- understands and applies quality control and assurance techniques;
- may supervise and/or train employees at all levels up to and including PA5; and
- may be required to undertake any task(s) listed in clause 36.1.

36.8 Senior piggery attendant level 7 (PA7)

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

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

(b) An employee at this level:

- performs a range of tasks relating to the purchase, installation and programmed maintenance of plant, fittings and fixtures and mechanical, hydraulic or electrical equipment and machinery;
- exercises discretion within the scope of this level and the employee's qualifications/training;
- provides trade guidance and assistance to levels PA5 and PA6 as part of a work team;

- works with minimal direction or supervision and is responsible for the quality of their own work;
- exercises trade skills relevant to the requirements of the level;
- co-ordinates and supervises non-trades employees within a work team; and
- may be required to undertake any task(s) listed in clause 36.1.

37. Minimum rates

[Varied by PR729290, PR740716, PR762145]

37.1 Adult rates

[37.1 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

The following rates apply to adult piggery attendants classified under clause 36—Classifications of this award:

Wage group	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
PA1	859.30	22.61
PA2	882.30	23.22
PA3	914.90	24.08
PA4	945.10	24.87
PA5	969.00	25.50
PA6	995.00	26.18
PA7	1026.20	27.01

37.2 Junior rates

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

NOTE: See clauses B.4 and B.5 for a summary of hourly rates of pay including overtime and penalty rates.

38. Ordinary hours and roster cycles for non-shiftworkers

38.1 Maximum hours in certain periods

(a) An employee's ordinary hours of work will be up to 8 hours a day between 6.00 am and 6.00 pm Monday to Friday.

(b) However, the employee and the employer may agree:

(i) that the employee is to work up to 12 ordinary hours in a day; and

(ii) to change the span of hours as allowed under clause 38.1(a).

(c) The employer and the majority of employees at a workplace may agree about how the 38 hour week is implemented at that workplace.

(d) In any 4 week period, a piggery attendant is not to work more than 152 ordinary hours.

39. Continuous work hours—Ordinary hours and roster cycles for shiftworkers

39.1 Application of clause 39

Clause 39 applies to shiftworkers who work on continuous work as defined in clause 39.2.

39.2 Definition of continuous work

Continuous work means work carried on with consecutive shifts for 24 hours on each day for at least 6 days in a row without interruption (other than for breakdowns, for meal breaks or due to unavoidable causes beyond the employer's control).

39.3 Maximum hours in certain periods

(a) In any 28 day period, a shiftworker working a shift:

(i) is not to work more than 152 ordinary hours; and

(ii) is to average 38 ordinary hours a week, including crib time.

(b) However, the employer and the majority of employees concerned may agree on a roster system that results in the weekly average of 38 ordinary hours being achieved over a period that is longer than 28 days, but no longer than 26 weeks.

39.4 Length of shifts

(a) A shiftworker is to work a shift of up to 8 ordinary hours at the times the employer requires.

(b) A shift may not be longer than 12 ordinary hours.

(c) If a shift is to be longer than 8 ordinary hours, then it is to be agreed by the employer and the majority of employees in the plant, or work section, or sections concerned.

39.5 Frequency of shifts

An employee must not be required to work more than one shift in any 24 hours, except at regular changeover of shifts.

39.6 **Crib time for shiftworkers**

A continuous work shiftworker is allowed 20 minutes crib time on each shift, which is counted as time worked.

40. Other than continuous work hours—Ordinary hours and roster cycles for shiftworkers

40.1 **Application of clause 40**

Clause 40 applies to shiftworkers at workplaces that operate on a basis other than continuous work. Continuous work is defined at clause 39.2.

40.2 **Maximum hours in certain periods**

(a) In any 28 day period, a shiftworker working a shift:

(i) is not to work more than 152 ordinary hours; and

(ii) is to average 38 ordinary hours a week.

(b) However, the employer and the majority of employees concerned may agree on a roster system that results in the weekly average of 38 ordinary hours being achieved over a period that is longer than 28 days, but no longer than 26 weeks.

40.3 **Length of shifts**

(a) A shiftworker is to work a shift of up to 8 ordinary hours at the times the employer requires.

(b) A shift may not be longer than 12 ordinary hours.

(c) If a shift is to be longer than 8 ordinary hours, then it is to be agreed by the employer and a majority of the employees in the plant, or work section, or sections concerned.

40.4 **Frequency of shifts**

An employee must not be required to work more than one shift in any 24 hours, except at regular changeover of shifts.

40.5 An employer must allow an employee a meal break at least every 5 hours and may schedule the timing of meal breaks. An employee must work continuously apart from any meal breaks.

41. Rostering shifts

41.1 **Rosters—ordinary hours to be specified**

A shift roster is to specify the start and finish time of the ordinary working hours of each shift.

41.2 **Employer and employees may agree to change shift span by up to one hour**

The spans of shifts that an employee may work are in clause 42.1(a) and clause 42.1(b). The employer and the majority of employees concerned may agree to alter the span of hours over which shifts may be worked by up to one hour at either end.

41.3 Varying method of working shifts by agreement

(a) The employer and the majority of employees concerned may agree to vary the method of working shifts.

(b) Once the start and finish time of each shift have been determined (whether under clause 41.3(a) or in any other way), those times may be varied to suit the circumstances of the establishment:

(i) by the employer and the majority of employees concerned agreeing to a variation; or

(ii) if there is no agreement, by the employer giving the employees 5 days' notice.

42. Penalty rates for shiftwork

42.1 Definitions of types of shift

(a) **Afternoon shift** means any shift finishing after 6.00 pm and at or before midnight.

(b) **Night shift** means any shift finishing after midnight and at or before 8.00 am.

(c) **Permanent night shift** means a night shift on which the employee carries out work during a period for which they are engaged on shift work and the employee:

(i) works only night shifts; or

(ii) remains on night shift for more than 4 consecutive weeks; or

(iii) works on a night shift cycle in which they do not have at least one third of their working time off night shift in each shift cycle (that time off might be arranged through a shift rotation or by the worker's shift alternating with another shift).

(d) **Successive afternoon or night shift** means a shift (that is not a permanent night shift as defined in clause 42.1(c)) worked by an employee during a period where the employee works:

(i) 5 successive afternoons or 5 successive night shifts on a 5 day site; or

(ii) 6 successive afternoons or 6 successive night shifts on a 6 day site.

(e) **Non-successive afternoon or night shift** means a shift (that is not a permanent night shift as defined in clause 42.1(c)) on which the employee works any mix of afternoon and night shifts in any:

(i) 5 successive days on a 5 day site; or

(ii) 6 successive days on a 6 day site.

42.2 Rates for shiftwork

An employer must pay an employee working ordinary hours on the shifts defined in clause 42.1 at the rates in the table below:

Shift	Penalty rate (% of minimum hourly rate)
Successive afternoon or night shift	115%

Shift	Penalty rate (% of minimum hourly rate)
Non-successive afternoon or night shift	First 3 hours, 150% After first 3 hours, 200%
Permanent night shift	130%
Saturday or Sunday	See clause 44—Saturday and Sunday penalty rates
Public holiday	See clause 45—Payment for public holidays

NOTE: Employees to whom Part 7—Pig Breeding and Raising applies may work on shifts under:

(a) Clause 39—Continuous work hours—Ordinary hours and roster cycles for shiftworkers: or

(b) Clause 40—Other than continuous work hours—Ordinary hours and roster cycles for shiftworkers.

43. Overtime

[Varied by PR723940, PR724570, PR729479, PR740884, PR762308]

43.1 All time worked by piggery attendants before the ordinary commencing time or after the ordinary finishing time or in excess of ordinary hours of work in any one day or in any one week will be regarded as overtime.

[43.2 varied by PR723940 ppc 20Nov20]

43.2 Overtime will be paid at the following rates:

For overtime worked	Overtime rate Full-time and part-time employees % ordinary hourly rate	Overtime rate Casual employees % of ordinary hourly rate
Monday to Saturday—first 2 hours	150	175
Monday to Saturday—after first 2 hours	200	225
Sunday—all hours	200	225

[Note inserted by PR723940 ppc 20Nov20]

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11.3(a)(ii) to the overtime rates for full-time and part-time employees prescribed by clause 43.2.

43.3 A minimum payment of 3 hours' overtime on a Saturday or Sunday is payable except for work which is continuous with ordinary duty.

43.4 In computing overtime each day's work will stand alone.

43.5 Employees will work reasonable overtime to meet the needs of the enterprise.

43.6 **Recall to duty**

(a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of 4 hours' work at the appropriate rate for each time the employee is so recalled.

(b) The employee must not be required to work the full 4 hours if the job they were recalled to perform is completed within a shorter period.

43.7 **Overtime meal allowance**

[43.7(a) varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

(a) If an employee is required to work overtime after working ordinary hours on Monday to Friday (except where the period of overtime is less than 1.5 hours) the employee will be paid **$15.73** for the first and any subsequent meals. Alternatively, the employer may supply the employee with a meal.

[43.7(b) varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

(b) Where overtime is unplanned and not notified the day or days beforehand, a payment will be made of **$15.73** after 2 hours of overtime if work will continue beyond the meal break. Alternatively, the employer may supply the employee with a meal. Clause 43.7(b) does not apply to overtime worked after ordinary hours on Monday to Friday.

(c) Where an employee is notified the day or days prior to an overtime day, the meal allowance is not payable unless the overtime is cancelled. Where cancellation occurs and notice of cancellation is not given at least the day before the planned overtime, the employee will be paid the meal allowance.

43.8 **Paid breaks during overtime**

(a) **Meal break**

Before starting overtime after working ordinary hours on Monday to Friday an employee will be allowed a meal break of 30 minutes which will be paid for at ordinary rates.

(b) **Crib time**

An employee working overtime will be allowed a crib time of 20 minutes without deduction of pay after each 4 hours of work.

(c) Clause 43.8 does not apply where the period of overtime is less than 1.5 hours.

43.9 **Time off instead of payment for overtime**

(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for all overtime that is worked by the employee under this agreement.

(b) An agreement made under clause 43.9 will remain in place unless the agreement is terminated. The agreement can be terminated by the employer or employee at any time by notice in writing.

(c) An agreement made under clause 43.9 must be in writing and must state each of the following:

(i) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

(ii) that the agreement can be terminated at any time by notice in writing;

(iii) that overtime worked after the agreement is terminated will be paid at the overtime rate applicable to the overtime when worked;

(iv) that time off instead of overtime must be taken within 6 months of it being worked, at a time or times agreed by the employee and employer;

(v) that, if time off is not taken as mentioned in clause 43.9(c)(iv), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

NOTE: An example of the type of agreement required by clause 43.9 is set out at Schedule E—Agreement for time off instead of payment for overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for time off instead of payment for overtime. An agreement under clause 43.9 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 43.9 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

(e) Time off must be taken:

(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and employer.

(f) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 43.9(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked unless the employer agrees to pay out the accrued overtime earlier.

(g) The employer must keep a copy of any agreement under clause 43.9 as an employee record.

(h) The employer must keep a record of the number of overtime hours worked by the employee, when those hours were worked and an updated record of the employee's time off instead of payment for overtime balance.

(i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request the clause 43.9 will apply, including the requirement for a written agreement under clause 43.9(c) for overtime that has been worked.

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

(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 43.9 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 43.9.

44. Saturday and Sunday penalty rates

For work performed by piggery attendants on a Saturday or a Sunday, the following rates apply:

For time worked:	Penalty rate % ordinary hourly rate
Day workers	
Saturday—ordinary hours worked by agreement	150
Shiftworkers	
Saturday[1]	150
Sunday—continuous shifts (where the major portion of the rostered shift is on a Sunday)	200

[1] Provision in substitution for and not cumulative upon shift rates in clause 42.2—Rates for shiftwork.

45. Payment for public holidays

[Varied by PR747352]

45.1 A piggery attendant who is a day worker required to work on a public holiday will be paid **250%** of the ordinary hourly rate for a minimum of 3 hours and up to the usual rostered hours. For time worked in excess of the ordinary rostered hours overtime rates will apply.

45.2 A shiftworker required to work on a public holiday will be paid **200%** of the ordinary hourly rate for a minimum of 3 hours and up to the usual rostered hours.

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

[45.4 inserted by PR747352 ppc14Nov22]

45.4 Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clause 45.

Part 8—Poultry Farming

46. Classifications

46.1 Poultry farm worker level 1 (PW1)

(a) A poultry farm worker level 1 (PW1) includes:

- General hands.

(b) An employee at this level:

- may undertake training for any task;
- may be trained in more than one specific area, depending on the employee's application to these tasks;
- may be engaged in collecting and grading eggs; and
- has less than 12 months' experience in the industry.

46.2 Poultry farm worker level 2 (PW2)

(a) A poultry farm worker level 2 (PW2) includes:

(i) an employee with more than 12 months' experience in the industry who performs the duties of a poultry farm worker level 1 and may be required to perform any of the following duties:

- collect and grade eggs;
- care for sheds and litter, maintain egg records, cull flocks of poultry as required;
- remove waste product;
- drive and/or operate farm plant and equipment; and
- pick-up work and associated general duties as a farm hand.

(ii) Hatchery assistants who:

- rotate eggs in incubators;
- check eggs;
- undertake sexing and beak trimming;
- sort and grade eggs and day-old poultry;
- fumigate and vaccinate;
- clean and sanitise hatchery incubators, hatchers and associated equipment; and
- perform any work undertaken by a farm hand.

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

46.3 Poultry farm worker level 3 (PW3)

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

(i) Stock hands who:

- are other than hatchery employees or employees engaged in pick up work; and
- have been and are substantially engaged in actually handling livestock for a period of 6 months.

(ii) Farm maintenance workers who perform:

- pipefitting work;
- tack welding; and

- other minor maintenance work which involves the significant use of tools.

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

(b) An employee at this level:
- will also perform any task undertaken by a farm hand; and
- may operate a front-end loader as part of their general duties.

46.4 Poultry farm worker level 4 (PW4)

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

(i) Authorised testers;

(ii) Certified rural tradespersons who:
- have been employed for a period of not less than 4 years' relevant employment in a rural industry; and
- have completed the Rural Trades Course at TAFE or similar course or courses approved by the Rural Apprenticeship Training Committee upon application.

47. Minimum rates

[Varied by PR729290, PR740716, PR762145]

47.1 Adult rates

[47.1 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

The following rates apply to adult poultry workers classified under clause 46—Classifications of this award:

Wage group	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
PW1	859.30	22.61
PW2	895.00	23.55
PW3	930.70	24.49
PW4	995.00	26.18

47.2 Junior rates

Age of employee	% of relevant adult rate
Under 16 years	50
16 years	60

Age of employee	% of relevant adult rate
17 years	70
18 years	80
19 years	90
20 years	100

NOTE: See clauses B.6 and B.7 for a summary of hourly rates of pay including overtime and penalty rates.

48. Ordinary hours of work and rostering

The ordinary hours of work of poultry farm workers must not exceed 152 hours in any consecutive period of 4 weeks.

49. Overtime and public holidays

[Varied by PR723940]

49.1 Overtime

(a) All time worked by a poultry worker in excess of the ordinary hours in clause 48—Ordinary hours of work and rostering will be regarded as overtime.

[49.1(b) varied by PR723940 ppc 20Nov20]

(b) The rate of pay for overtime for a poultry farm worker will be:

For overtime worked	Overtime rate Full-time and part-time employees % ordinary hourly rate	Overtime rate Casual employees % ordinary hourly rate
Monday to Saturday	150	175
Sunday—feeding and watering stock	150	175
Sunday—other than feeding and watering stock	200	225

[Note inserted by PR723940 ppc 20Nov20]

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11.3(a)(ii) to the overtime rates for full-time and part-time employees prescribed by clause 49.1(b).

49.2 Time off instead of payment for overtime

(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for all overtime that is worked by the employee under this agreement.

(b) An agreement made under clause 49.2 will remain in place unless the agreement is terminated. The agreement can be terminated by the employer or employee at any time by notice in writing.

(c) An agreement made under clause 49.2 must be in writing and must state each of the following:

(i) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

(ii) that the agreement can be terminated at any time by notice in writing;

(iii) that overtime worked after the agreement is terminated will be paid at the overtime rate applicable to the overtime when worked;

(iv) that time off instead of overtime must be taken within 6 months of it being worked, at a time or times agreed by the employee and employer;

(v) that, if time off is not taken as mentioned in clause 49.2(c)(iv), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

NOTE: An example of the type of agreement required by clause 49.2 is set out at Schedule E—Agreement for time off instead of payment for overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for time off instead of payment for overtime. An agreement under clause 49.2 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 49.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

(e) Time off must be taken:

(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and employer.

(f) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in 49.2(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked unless the employer agrees to pay out the accrued overtime earlier.

(g) The employer must keep a copy of any agreement under clause 49.2 as an employee record.

(h) The employer must keep a record of the number of overtime hours worked by the employee, when those hours were worked and an updated record of the employee's time off instead of payment for overtime balance.

(i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request, then clause 49.2 will apply, including the requirement for a written agreement under clause 49.2(c) for overtime that has been worked.

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

(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 49.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 49.2.

49.3 Public holidays

A poultry worker required to work on a public holiday will be paid **200%** of the ordinary hourly rate.

Part 9—Shearing Operations

50. Classifications

[Varied by PR724570, PR729479, PR740884, PR762308]
[50.1 substituted by PR734194 from 27Sep21]

50.1 The minimum rates of pay provided for in clauses 51.1 to 51.6 will apply to casual employees engaged for work in a shed, other than Woolclassers and Shearing shed experts, in one or more of the following categories:

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

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

50.2 Shed hands or Woolpresser-shed hands

(a) A shed hand or Woolpresser-shed hand may be required to work as a generally useful hand in or about the shearing shed either during the crutching or shearing or when crutching or shearing is not taking place.

(b) Shed hands, Woolpressers and Woolpresser-shed hands will be paid by the run (as defined in clause 54.1(b)).

(c) Minimum daily payment

(i) Employees will be guaranteed a minimum daily payment for 2 runs on any day on which the employee attends for duty; except

- if on the day of cut out work continues beyond the normal lunch break then payment will be made for 4 runs; or
- if sheep are voted wet at the commencement of the third or fourth run, then they will be paid for all completed runs on that day together with the run due to commence or partly completed at the time sheep are voted wet.

(ii) Minimum payment per day will not apply where an employee is not required to attend for work because of wet weather, provided that:
- the employee is advised on each preceding day that they will not be required to attend; or
- the employee is advised by the employer of a starting time with more than 24 hours' notice.

(d) When an employee has mixed functions (e.g. as Woolpresser and shed hand) they will be paid at the rate that attracts the higher minimum rate of pay under this award.

(e) Woolpresser-shed hands and shed hands will weigh, brand, store and carry wool to the press without extra payment.

(f) An employer may direct a shed hand to carry out the duties of a Woolpresser, provided that:

(i) the employee will only be required to perform those duties of a Woolpresser that are within the limits of that employee's skill, competence and training;

(ii) the performance of such duties does not involve either an alteration to the employee's classification or a major and substantial change in the duties normally performed by the employee; and

(iii) the direction will be given only in the pursuit of the efficient conduct of a shearing or crutching operation in circumstances of unavailability of a contracted Woolpresser for a limited period.

50.3 Woolpressers

(a) A Woolpresser or Woolpresser-shed hand will:

(i) press as soon as possible all the wool shorn or crutched from the relevant shearing or crutching;

(ii) weigh, brand and store the wool; and

(iii) press and close the bales in the manner and, as nearly practicable, to the weight directed by the overseer, and remove all clippings and string from the inside of the bales and clear away such clippings and string and all loose wool from the portion of the shed occupied for woolpressing.

(b) An employer may direct a Woolpresser to carry out the duties of a shed hand, provided that:

(i) the employee will only be required to perform those duties of a shed hand that are within the limits of that employee's skill, competence and training; and

(ii) the performance of such duties does not involve either an alteration in the employee's classification or a major and substantial change in the duties normally performed by the employee.

50.4 Shearing cooks

(a) Shearing cooks will prepare and cook up to 5 meals per day, including morning and afternoon tea, for an agreed number of persons.

(b) The total number of persons for whom an employee is to cook, on the average of the shearing or crutching, will not be:

(i) less than the minimum number agreed upon; or

(ii) more than the maximum number agreed upon.

(c) If any of the employees for whom the Shearing cook is to cook for, strike or wilfully cease work against the direction of the employer, the Shearing cook will be entitled to payment of wages in respect only of those employees who do not strike or cease work.

(d) The Shearing cook will provide at the cook's own expense such suitable assistant or assistants as may be necessary for the proper cooking and serving of food.

(e) Shearing cooks may be engaged per half day.

(f) On the day prior to the commencement of shearing or crutching, should the Shearing cook be required to prepare the evening meal or clean and prepare the kitchen for a normal start on the following day, payment will be made at **50%** of the daily or piecework rate.

(g) On the day of cut out a Shearing cook will be guaranteed **50%** of the daily or piecework rate. However should shearing proceed after the normal midday meal break, a full day's wages will be payable.

(h) Where a Shearing cook is engaged to cook for non-resident employees and prepares morning and afternoon tea and a midday meal they will receive **50%** of the daily or piecework rate.

(i) Where clause 50.4(h) applies, employees will be required to contribute a maximum of **50%** of the rate established pursuant to clause 51.6 of this award.

50.5 Shearers and learner shearers

(a) Shearers

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

(b) Learner shearers

(i) A learner will mean a shearer or intending shearer who has not yet shorn 5000 sheep.

(ii) A learner who starts in a shed as a learner may continue to be regarded as a learner under clause 50.5 for a run of sheds, although they become a shearer, not a learner, before the run of sheds is completed.

(iii) The learner must produce to their employer or intended employer a certificate, log book or equivalent in the following form showing the number of sheep they have shorn:

LEARNER'S CERTIFICATE TO BE PRESENTED AT EACH SHEARING
Issued to ……..
Home address ……
Date of issue of certificate …….
Age ……..

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

[50.5(b)(iv) varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

(iv) The earnings of a learner shearer will not be less than they would have received had they been employed for the same period as an adult shed hand, plus the combs and cutters allowance of **$23.82** per week. The agreement of such specified learner will be endorsed "learner" at the time it is signed.

50.6 Crutchers

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

50.7 Woolclassers

The classification and duties structure is as follows:

(a) Woolclasser level 1

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

(i) to classify the wool and advise and report generally as a wool expert, according to the industry agreed code of practice as published by the Australian Wool Exchange Limited or its successors;

(ii) to instruct the woolrollers and supervise the skirting and rolling of the fleece;

(iii) to instruct and supervise the piece-pickers, the pickers-up as far as concerns their duty in picking up the fleeces and all other persons engaged in the handling of the wool;

(iv) to instruct the Woolpressers and exercise a general supervision over the pressing, weighing and branding of the bales;

(v) to keep the shed wool book, or see that it is kept by the Woolpresser or woolweigher, to the satisfaction of the employer, and, where required, to write up the station permanent wool and weight book daily (one copy only); and

(vi) to complete waybills if and when required.

(b) Woolclasser level 2

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

(i) woolclassing duties, being any of the duties outlined in relation to Woolclasser level 1; and

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

(c) Woolclasser level 3

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

(i) woolclassing duties, being any of the duties described for Woolclasser level 1 above;

(ii) woolrolling or other shed hands work as described for Woolclasser level 2 above;

(iii) overseeing or management of the board, provided that a Woolclasser must not do overseeing nor take the management of the board in

addition to doing woolclassing in any shed where more than 12 Shearers are employed;

(iv) bookkeeping; and

(v) experting, as described in clause 50.8, provided that except in the case of an emergency, a Woolclasser must not act as an expert in addition to doing woolclassing in a shed where more than 6 Shearers are employed at any one time.

50.8 Shearing shed experts

(a) Shearing shed expert level 1

A Shearing shed expert level 1 (E1) may be required to perform experting duties only. The duties of a Shearing shed expert will include:

(i) attending to the shearing shed machinery;

(ii) engine driving;

(iii) the grinding of combs and cutters; and

(iv) such other duties as may be agreed upon by the employer and the employee at the time of the employee's engagement.

(b) Shearing shed expert level 2

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

(i) experting duties as described for Shearing shed expert level 1;

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

(iii) overseeing or management of the board; and

(iv) bookkeeping.

51. Minimum rates

[Varied by PR729290, PR740716, PR762145]
[51.1 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

51.1 The minimum rates for Shearers will be:

Minimum rates for shearing (by machine)	If not found employee[1]	If found employee[1]
	$	$
Flock sheep—wethers, ewes and lambs—rate per 100	367.89	330.62
Flock sheep—wethers, ewes and lambs—rate per day	274.85	237.58

[1] These rates are calculated in accordance with clause A.1.

51.2 Other shearing rates

Description	% of applicable rate
Rams (other than special stud rams) and ram stags	200% of flock sheep rate
Stud ewes and their lambs	125% of flock sheep rate
Double-fleeced sheep	133.33% of the rate prescribed appropriate to the class of sheep
Hand shearing	7.5% added to the rate for each class of sheep
Shearers required to provide their own stud combs	25% added to the rate for each class of sheep
Special studs	As agreed

51.3 Rates for crutching

The following rates are arrived at by the formula in clause A.2.

(a) Piecework rates—if not found employee:

[51.3(a) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Per 100 At sheds	Per 100 Other than at sheds
	$	$
Full crutching: shearing the inside parts of the legs, between the legs, and around and above the tail. In addition when required: removing wool that has been struck by blowfly; lifting the bottom leg and shearing that leg prior to turning the sheep around and above the tail; and/or giving up to 2 blows above the tail	106.69	91.97
All other crutching	84.61	73.58
For wigging or ringing	40.47	40.47
For either wigging or ringing in addition to crutching	11.04	11.04
For wigging and ringing	66.22	66.22
For wigging and ringing in addition to crutching—crutching rate plus	18.39	18.39

	Per 100 At sheds	Per 100 Other than at sheds
	$	$
For cleaning the belly of any ewe above the teats (no more than 2 blows of the machine or shears)—crutching rates plus	9.20	9.20

(b) Lack of amenities allowance

[51.3(b) varied by PR729290, PR762145 ppc 01Jul23]

An allowance of **$11.96** per person per day will be paid for the lack of amenities when crutching is performed other than at sheds in addition to the piecework rates in clause 51.3(a).

(c) Special crutching rates

(i) For crutching stud ewes and their lambs—one and a quarter of the rates prescribed in clause 51.3(a).

(ii) For crutching rams and ram stags—double the rates prescribed in clause 51.3(a).

[51.3(d) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(d) **If found employee**—the rates prescribed above less the amount of **$37.27**, which is arrived at by adding the Shearing cook's daily rate to one fifth of the Shearers' ration component.

51.4 Rates for shed hands

[51.4(a) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(a) If not found employee:

Adults	Weekly rate (full-time employee)	Per run rate
	$	$
For adults with less than 65 work days' experience as a shed hand	1324.11	66.21
For adults with 65 or more work days' experience as a shed hand	1393.18	69.66

(b) These amounts are arrived at by using the formula in clause A.3.1.

(c) The rates for junior shed hands are arrived at using the formula in clause A.3.2.

[51.4(d) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(d) **If found employee—**the rates prescribed above less the amount of **$37.27**, which is arrived at by adding the Shearing cook's daily rate to one fifth of the Shearers' ration component.

51.5 Rates for Woolpressers—if not found employee:

(a) Piecework

[51.5(a) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	$
By hand—per bale	22.30
By hand—per kilo	0.1463
By power—per bale	14.87
By power—per kilo	0.0976

These rates are arrived at by using the formula in clause A.4.

[51.5(b) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(b) For weighing and branding bales—**$0.49** per bale extra.

[51.5(c) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(c) If the total sum which the Woolpresser would receive under the rates in clause 51.5(a) amounts to less than **$73.78** per run multiplied by the number of runs that a time work employee would have been paid for, the employer will pay the deficiency to the employee.

[51.5(d) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(d) **If found employee**—the rates prescribed above less the amount of **$37.27**, which is arrived at by adding the Shearing cook's daily rate to one fifth of the Shearers' ration component.

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

[51.5(f) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(f) The minimum rate to be paid for woolpressing for employees engaged at time work rates will be **$73.78** per run if not found employee. If found employee, rates will be the rate prescribed less **$37.27** per day, which is arrived at by adding the Shearing cook's daily rate to one fifth of the Shearers' ration component.

(g) Provided that where a Woolpresser engaged at time work would have earned more at a particular shearing than the minimum calculation (by multiplying the per run rate by the number of runs the Woolpresser would have been paid for) if the Woolpresser had been engaged at piecework rates, then the Woolpresser will be paid at the piecework rate pursuant to clause 51.5(a).

51.6 Rates for Shearing cooks

[51.6(a) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(a) The minimum rates to be paid to employees for acting as Shearing cook in connection with shearing or crutching operations will be **$23.25** per day per found employee for every person excepting themselves for whom the employee cooks.

[51.6(b) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(b) If the total amount which the Shearing cook would receive under clause 51.6 for the term of the employment amounts to less than **$302.23** per day per

found employee for the work, after paying the necessary offsiders, the employer will pay the deficiency to the employee.

(c) A Shearing cook engaged for a half day will be paid **50%** of the rate per day per found employee for every person for whom the employee cooks.

(d) The minimum rates for Shearing cooks are arrived at by the formula provided in clause A.5.

51.7 Woolclassers piecework rates

[51.7(a) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(a) For carrying out the duties described in clause 50.7 of this award, a Woolclasser will be paid at the rate of **$422.73** per 1,000 sheep and/or lambs.

(b) All rams and/or ram stags' wool classed will be paid for at double the rate in clause 51.7(a).

51.8 Woolclassers guaranteed weekly minimum rates

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

51.9 Woolclassers and Shearing shed experts

[51.9(a) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(a) The following minimum weekly rates will apply to Woolclassers and Shearing shed experts classified under clause 50—Classifications:

Classification	**Minimum weekly rate (full-time employee)**
	$
Shearing shed expert level 1	1410.26
Shearing shed expert level 2	1566.95
Woolclasser level 1[1]	1566.95
Woolclasser level 2[1]	1690.90
Woolclasser level 3[1]	1771.45

[1] Woolclasser minimum weekly rates are arrived at according to the formulae provided in clause A.6.

(b) Piecework rate

[51.9(b) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

The piecework rate formula is: $1690.90 (Woolclasser level 2) ÷ 4 = **$422.73**.

(c) Shearing shed experts

[51.9(c)(i) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(i) **E1**—Expert level 1 (experting only) will be paid at **90%** of the Woolclasser level 1 rate. The E1 rate is **$1410.26** per week.

[51.9(c)(ii) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(ii) **E2**—Expert level 2 (experting plus any additional duties except woolclassing) will be paid at Woolclasser level 1 rate. The E2 rate is **$1566.95** per week.

(d) For the purpose of clause 51.9:

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

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

(iii) in calculating the guaranteed amount in respect of employment for part of a week, the employee will be entitled to **20%** of the prescribed weekly rate for each day or part of a day;

(iv) employment of experts and Woolclassers will be by the day unless a longer period of engagement is agreed. Unless the Woolclasser or expert has been notified the previous day that their attendance is not required for that day, then providing they present themselves as ready, able and willing to work prior to commencement of work then they will be paid for that day at **20%** of the appropriate minimum weekly rate specified in clause 51.9; and

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

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

(f) **Woolclassers allowances**

[51.9(f) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

Allowances included in the Woolclassers' weekly rate are as follows:

Allowance	$ per week
Conditions	139.91
Enterprise flexibility	198.34
Woolrolling	99.15
Bookkeeping	64.46

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

[Varied by PR724570, PR729290, PR729479, PR740884, PR762145, PR762308]

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

NOTE 2: See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

52.1 Allowance where sleeping quarters are not provided

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

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

[52.1(b) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(b) pay to the employee an allowance of **$60.26** per night during the employee's employment that the employee is forced to obtain and pay for sleeping quarters; and

(c) provide or pay for the transport of the employee between the sleeping quarters and the shed where the distance is one kilometre or more walking distance between the employee's sleeping quarters and the shed.

[52.2 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

52.2 An allowance of **$19.88** per hour will be payable to the employee for all time in excess of one hour spent travelling between the sleeping quarters and the shed.

52.3 If an employee resides at their home or usual place of residence and travels daily to the shed during a shearing or crutching, the following provisions will apply:

(a) Travelling allowance—Shearers or Crutchers only

[52.3(a) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

A travelling allowance of **$17.89** per day will paid to an employee where the distance between the shed and the employee's place of residence exceeds 65 kilometres by the most direct practicable route upon which the employee so travels.

(b) Vehicle allowance—all employees

[52.3(b) varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

If an employee, by prior arrangement and agreement with an employer, uses their own motor vehicle to travel to and from the shed, the employee will be paid **$0.95** per kilometre for travel by the most direct practicable route between the shed and the employee's normal place of residence.

52.4 Clause 52.3(a) and 52.3(b) of this award will not apply in any case where the employer offers the employee suitable accommodation at the shed and the employee chooses not to use it.

52.5 Breakdown of machinery—allowance for delays and termination of agreements

(a) If a Shearer or Crutcher or a piecework Woolpresser:

(i) is stopped from working through a breakage or failure of machinery, except from any cause over which the employer has no control, and

[52.5(a)(ii) varied by PR729290, PR740716, PR762145 ppc 01Jul23]

(ii) the total period of all such stoppages which occur in any one week exceeds 2 hours working time,

the employer will pay to the employee an allowance at the rate of:

- **$215.36** per day in the case of not found employees and
- **$178.09** per day in the case of found employees,

for every day or part of a day beyond 2 hours' of working time in any one week as long as there are sheep fit to shear.

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

53. Special allowances for Woolclassers

[Varied by PR724570, PR729479, PR740884, PR762308]

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

NOTE 2: See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

53.1 Fares and travelling allowances for expeditionary employees

[53.1(a) varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

(a) An employee will be reimbursed all fares, or be compensated for motor vehicle expenses at a rate of **$0.95** per kilometre, to travel the most direct route to and from the shed at the commencement and conclusion of a period of engagement at a shed from the closest of:

(i) the employee's place of residence;

(ii) the employee's previous place of work; or

(iii) the place of engagement.

(b) In cases where the employee is discharged for incompetence or misconduct or breaches of the agreement signed before commencement of the shed, no return fares nor return expense allowance will be paid.

(c) When an employer offers an employee accommodation in accordance with this award, and the employee does not use the accommodation, the allowances in clause 53.1 will not be payable.

(d) The vehicle allowance, as specified above in clause 53.1(a), applies only where an employee actually uses their vehicle to travel to and from the shed.

(e) The fares, as specified above in clause 53.1(a), are paid only where they are actually incurred and this does not include airfares unless agreed at the time of engagement.

[53.1(f) varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

(f) An allowance at the rate of **$102.02** per day will be paid by the employer to the employee for all expenses incurred (other than fares) while the employee is actually proceeding to and from the place of employment.

[53.1(g) varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

(g) The allowance will be calculated at the rate of **$4.25** per hour from the time of departure of the employee from the place of engagement or from the permanent residence until the employee arrives at the place of employment.

(h) When an employee is about to return from the place of employment the allowance will be calculated on the same basis from the time of departure until arrival at the place of engagement or permanent residence.

53.2 Allowance for delay between commencement of sheds on the same holding

The following allowance applies where 2 sheds are situated on the same holding and are the property of the same owner and where the work at the second shed starts immediately after the work at the first is completed and the same Woolclasser (but not a Shearing shed expert) is employed for the 2 sheds:

(a) A Woolclasser will be paid an allowance for any delay between the cut out of the one shed and the starting of the other, calculated at the delay rate set out in clause 53.3.

(b) Should, however, properties intervene, such sheds must not be considered as sheds on the same holding, and no allowance will be payable.

53.3 Allowance for delays for Woolclassers paid at piecework rate

(a) In the event of the employer failing to start shearing on the day fixed by the contract the employer will pay the employee for the time kept idle, a daily amount of **10%** of the appropriate guaranteed weekly minimum rate for the classification of the employee; provided:

(i) the Woolclasser is ready to start on the day fixed; and

(ii) the failure to start is not caused by wet weather or other unforeseen natural causes such as fire, flood, or earthquake or any other act of God.

(b) The number of stands to be taken into account when calculating the allowance will be the maximum number of stands actually occupied by Shearers during the shearing.

(c) The allowance set out in clause 53.3 will be in full satisfaction of all claims by the employee arising out of the failure to start on the part of the employer.

(d) The rates in clause 53.3 will only apply where an employee is paid the piecework rate.

54. Hours of work for Shearers and Crutchers

54.1 Ordinary hours

(a) The ordinary hours of work for Shearers and Crutchers will be 38 per week, Monday to Friday.

(b) The hours will not exceed 8 per day and will be worked in 2 hour groupings called runs. The run times are Monday to Friday as follows:

(i) 7.30 am–9.30 am

(ii) 10.00 am–12.00 pm

(iii) 1.00 pm–3.00 pm

(iv) 3.30 pm–5.30 pm

54.2 Clause 54.1 will be read subject to the provisions of clause 54.3 and the following:

(a) if agreement between the employer and the majority of employees exists there may be an alteration of the starting time by a maximum of 2 hours' to allow for work to be completed in extenuating circumstances;

(b) work will not commence prior to 5.30 am or later than 7.30 am except where sheep have not been presented for shearing or crutching due to inclement weather;

(c) runs will be of 2 hours duration and be worked continuously except for tea and lunch breaks;

(d) circumstances for which alteration to the starting time in accordance with clause 54.2 may be made are limited to:

- assisting travel arrangements (e.g. day of cut out and travel home);
- ensuring daylight requirements where shed lighting is not available;
- stock welfare; and
- when rising flood water creates exceptional circumstances; and

(e) the entitlements in clause 54.2 are non-cumulative.

54.3 Restrictions on working 8 hours

The restriction on working 8 hours will not apply:

(a) where the tail end of a mob of ewes with lambs or unweaned lambs are in the pens at 5.30 pm on Friday awaiting shearing (or crutching), the shearing (or crutching) may, at the option of the employer, be continued for not more than half an hour, but so far only as may be necessary for the purpose of shearing (or crutching) the said ewes and/or lambs;

(b) if not more than 3 sheep per Shearer/Crutcher are left in the pens at 5.30 pm on Friday they may, at the option of the employer, be shorn (or crutched) then for the purpose of cutting out a particular flock; or

(c) if on the day of the cut out, there remains in the pens after the last run of the day, the number of sheep as could be ordinarily shorn (or crutched) in 60 minutes, the shearing (or crutching), at the option of the employer, may be continued until the sheep are shorn (or crutched). If the option of the employer is taken and work time exceeds 30 minutes, all time workers will receive an additional 2 hours' (one run) payment.

54.4 Special conditions regarding the hours of work of Shearers and Crutchers

(a) Where a Shearer or Crutcher has not completed 38 hours work during the preceding week, or 8 hours per day if the shearing commenced later in the week, by reason of the fact that sheep presented for shearing or crutching are voted wet or sheep are not presented for shearing or crutching because of rain or sweating, a Shearer or Crutcher may be required by the employer to work on the Saturday and/or Sunday immediately succeeding the week in which work could not be performed for these reasons only, provided that:

(i) any work performed on a Saturday or a Sunday pursuant to clause 54.4 must be performed in accordance with the run schedules in clause 54.1(b);

(ii) any work performed on a weekend pursuant to clause 54.4 must be performed from the commencement of the first available run after the condition of the sheep permit their shearing or crutching except that by agreement between the employer and the employee another or other mutually convenient run or runs available on that weekend may be substituted;

(iii) the work on Saturday and/or Sunday will only replace the time lost during the preceding week; and

(iv) reasonable notice of the need to work on the weekend will be given.

(b) A signal will be given 3 minutes (one minute in the case of crutching) before the end of each run and no Shearer (or Crutcher) will catch another sheep during that run after the signal has been given.

(c) The employee will finish the shearing (or crutching) of any sheep they are shearing (or crutching) at the end of each run.

(d) The employer and employee will record and retain at the appropriate place of employment a written record in the tally book when make-up time is worked, if sheep are determined wet during the normal course of shearing in the preceding Monday to Friday.

(e) The tally book will show those employees who worked make-up time, the date of the work and the number of runs worked during the weekend. The employer will retain this written record for a period of not less than 6 years.

55. Special conditions relating to shed employees

55.1 Mess and cook

(a) If a mess is established for found employees, not found employees may, with the approval of the employer, join the mess and provide their own food and related items (joint mess).

(b) The employer will, however, have the right to supply a sufficient quantity of food to start the mess, the food to be paid for by the persons comprising the mess.

55.2 Where there is a joint mess

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

(b) The employer may charge each not found employee the amount of their share of the wages actually payable to the cook. The amount charged must not exceed the rate per day per member of the mess prescribed in this award.

(c) If an employer elects to supply food and like items, the employer may deduct the price of the items from the wages of those supplied with the items.

(d) If the employer discharges a not found member of the mess who does not have sufficient credit to satisfy what that employee owes to the mess account, the employer will make up the deficiency, except so far as the employee's share of the mess account has been increased by goods purchased elsewhere than from the employer.

55.3 Condition of sheep

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

(a) Wet sheep

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

(ii) if in the employee's honest opinion, the sheep are so wet as to be likely to injure the employee, and the employee informs the overseer to that effect; or

(iii) if in the honest opinion of a majority of Shearers (or Crutchers) excluding any learner by vote on a secret ballot it is determined that the sheep are too wet to shear or crutch.

(iv) The supervisor may request that the vote be delayed until after the Shearers (or Crutchers) have shorn (or crutched) 2 sheep each and that the ballot papers have been counted in the presence of the supervisor. The supervisor may request that further votes be taken in relation to sheep which have been voted wet in the same day.

(b) Infected sheep

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

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

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

55.4 Conditions of sheep—employer requirements

(a) The employer will so far as is practicable and reasonable in the particular circumstances prevent from entering the shed:

(i) any cancerous sheep;

(ii) any sheep that has an offensive wound or sore, other than from maggots (unless properly treated with antiseptic);

(iii) any sheep suffering from scabby mouth;

(iv) any sheep suffering from any disease communicable to the employee.

(b) The employer need not pen sheep for shearing (or crutching) which in the honest opinion of the employer should not be shorn or crutched because they are too wet to be shorn (or crutched), without responsibility for any delay.

(c) The employer may also withdraw sheep which have been penned for shearing (or crutching) when, in the employer's honest opinion, the wool is too wet for pressing, without responsibility for any delay.

55.5 Transport to be provided in certain circumstances

(a) If the employees sleep at the employer's premises and the shearing shed is one kilometre or more walking distance from the employee's sleeping quarters, the employer must provide transport for the employees between the shed and sleep quarters before the start of the day's work and at the end of the day's work.

(b) In all cases where the shearing shed is half a kilometre or more walking distance from the employees' huts, the employer must provide transport from the shed to the huts and from the huts to the shed for the midday meal.

55.6 Combs, cutters and handpiece

(a) It will be the responsibility of the employee to provide themselves with combs and cutters and a suitable handpiece.

(b) If a Shearer chooses to use a handpiece supplied by the employer or a contractor, the employer or contractor may make a charge to the Shearer for the use of the handpiece equivalent to the amount the Shearer is reimbursed for the handpiece through the shearing formula (see clause A.1).

(c) Where combs or cutters are damaged or broken during shearing operations due to contact with tags or foreign matter, the employer will replace or provide compensation for such combs and cutters on a fair wear and tear basis.

55.7 Allotment of stands

(a) The employer may nominate the stand or stands to be occupied by learners.

(b) Subject to clause 55.7(a) lots will be drawn for the stands in the presence of the overseer before work is commenced at a shearing or crutching, and the employees will abide by the result of the drawing.

55.8 Provision of sheep

(a) The total number of sheep to be shorn (or crutched) at the shearing (or crutching) will not be more than the maximum number agreed upon nor less than the minimum number agreed upon nor will the number of Shearers employed exceed the number agreed upon.

(b) Subject to other conditions in the award concerning the provision of sheep, the employer will be ready to commence shearing (or crutching) on the date appointed and will keep the Shearers (or Crutchers) fully supplied with sheep until the completion of the shearing (or crutching).

(c) The employer, however, will not be bound to furnish the agreed minimum number of sheep or to be ready or to keep the employee fully supplied if prevented by any cause unavoidable by them. The employer will inform the employee, as soon as is reasonably possible, whether, and to what extent, the employee will be or is likely to be so prevented.

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

55.9 Yarding sheep for shearing

(a) At shearing operations the employer will, unless prevented by any cause unavoidable by the employer, yard the sheep for shearing at least 4 hours before the time of their being shorn so as to overcome any fullness or sweat in the sheep and the employee will shear the sheep without delay.

(b) Clause 55.9 will not apply in the case of:

(i) ewes within 2 months of lambing;

(ii) ewes with lambs up to 3 months old; or

(iii) sheep which have previously been yarded for shearing but have been turned out because they are too wet to shear.

55.10 Posting of tallies

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

56. Hours of work and overtime rates for shed hands and Woolpresser-shed hands

56.1 The working hours of a shed hand or of a Woolpresser-shed hand will be the same as the working hours of the Shearers or Crutchers. However, additional time each day may be necessary to:

- finish the picking up, rolling of fleeces and picking of the pieces on the tables; and
- sweep the floor of the shed.

56.2 Such additional time after the cessation of shearing or crutching on Friday and on the day of the cut out may be necessary:

- to do the work described in clause 56.1;
- to wash down the floor of the shed and the wool tables; and
- to put away any wool that is underneath; and
- in the case of a Woolpresser-shed hand, such additional time as may be necessary on the day of the cut out to finish the pressing.

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

56.4 Overtime will be paid for at the rate of **150%** of the ordinary hourly rate.

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

57. Payment for public holidays

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

(a) for Shearers, Crutchers, Woolpressers and Woolclassers—**200%** of the piecework rate;

(b) for shed hands and Woolpresser-shed hands—**200%** of the ordinary hourly rate; and

(c) for Shearing shed experts—an amount calculated at the rate per hour of **2.63%** of the appropriate minimum weekly rate in addition to any amount otherwise payable to the employee.

Schedule A—Shearing Operations—Methods for calculating Minimum Rates

[Varied by PR729290, PR729479, PR740716, PR740884, PR762145, PR762308]

A.1 Rates for Shearers—if not found employee

A.1.1 Rates for flock sheep (wethers, ewes and lambs)

[A.1.1 varied by PR729290, PR729479, PR740716, PR740884, PR762145 ppc 01Jul23, PR762308 ppc 01Jul23]

The minimum rate for Shearers shearing 100 flock sheep (if not found employee) is arrived at by the following formula:

Shearer's formula	**$**
Minimum rate	939.91
Plus 20% piecework allowance—min rate x 20%	187.98
Plus 25% casual loading—min rate x 25%	234.98
Subtotal	1362.87
Plus shearing industry allowance[1]	260.54
Plus rations[1]	70.08
Plus allowance for combs/cutters[1]	119.03
Plus payment for handpiece[1]	26.91
Weekly total for casual piecework Shearer with own handpiece (500 sheep)	1839.43
Rate per 100 conversion—total divided by 5	367.89

[1] The industry allowance, rations, combs/cutters and handpiece components are expense-related allowances adjusted in accordance with clause C.2.

[A.1.2 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

A.1.2 'If found' rates are calculated by deducting **$37.27** from the 'not found' rate. This amount is arrived at by adding the Shearing cook's daily rate to one fifth of the Shearers' ration component. The Shearing cook's daily rate is calculated in accordance with clause A.5.

A.1.3 Engagement by the day

The per day rate for 'not found' employees is calculated by multiplying the old 'not found' employee daily rate by the Shearers rate per 100 divided by the old Shearers rate per 100.

A.2 Crutching formula

The rates in clause 51.3(a) are arrived at by the formula in clause A.2.

Full crutching at sheds	29% of Shearers per 100 rate
All other crutching at sheds	23% of Shearers per 100 rate
Full crutching other than at sheds	25% of Shearers per 100 rate
All other crutching other than at sheds	20% of Shearers per 100 rate
Wigging or ringing	11% of Shearers per 100 rate
Wigging or ringing in addition to crutching	3% of Shearers per 100 rate

Wigging and ringing	18% of Shearers per 100 rate
Wigging and ringing in addition to crutching	5% of Shearers per 100 rate
Cleaning bellies etc.	2.5% of Shearers per 100 rate

A.3 Shed hands formula

A.3.1 Shed hands (adult) formula

[A.3.1 varied by PR729290, PR729479, PR740716, PR740884, PR762145 ppc 01Jul23, PR762308 ppc 01Jul23]

These amounts are arrived at by using the following formula:

	$
With less than 65 work days' experience in the industry	
Minimum rate—which is 84.56% of Shearer's minimum rate	794.79
Plus 25% casual loading—new minimum wage rate x 25%	198.70
Plus shearing industry allowance[1]	260.54
Plus rations[1]	70.08
Total	1324.11
Per run—divide by 20	66.21
With 65 or more work days' experience in the industry	
Minimum rate which is 90.44% of Shearer's minimum rate	850.05
Plus 25% casual loading—new minimum wage rate x 25%	212.51
Plus shearing industry allowance[1]	260.54
Plus rations[1]	70.08
Total	1393.18
Per run—divide by 20	69.66

[1] The industry allowance and rations components are expense-related allowances adjusted in accordance with clause C.2.

A.3.2 Shed hands (junior) formula

[A.3.2 varied by PR729290, PR740716, PR762145 ppc 01Jul23

	$ per run
Under 18 years	
With less than 65 work days' experience as a shed hand	
70% of equivalent adult rate	46.35
With 65 or more work days' experience as a shed hand	
70% of equivalent adult rate	48.76
18–20 years	
With less than 65 work days' experience as a shed hand	
90% of equivalent adult rate	59.59

	$ per run
With 65 or more work days' experience as a shed hand	
90% of equivalent adult rate	62.69

A.4 Woolpresser's formula

[A.4 varied by PR729290, PR729479, PR740716, PR740884, PR762145 ppc 01Jul23, PR762308 ppc 01Jul23]

These minimum rates for Woolpressers—if not found are arrived at using the following formula:

	Piecework	Time work
	$	$
Minimum rate	848.75	915.90
Plus 20% piecework allowance—min rate x 20%	169.75	
Plus 25% casual loading—min rate x 25%	212.19	228.98
Subtotal	1230.69	
Plus shearing industry allowance[1]	260.54	260.54
Plus rations[1]	70.08	70.08
Total per week	1561.31	1475.50
Per run—total divided by 20		73.78
By hand—per bale = total divided by 70	22.30	
By hand—per kilo = by hand per bale rate divided by 152.4	0.1463	
By power—per bale = by hand per bale rate x 2/3	14.87	
By power—per kilo = by power per bale rate divided by 152.4	0.0976	

[1] The industry allowance and rations components are expense-related allowances adjusted in accordance with clause C.2.

A.5 Shearing cook's formula

[A.5 varied by PR729290, PR729479, PR740716, PR740884, PR762145 ppc 01Jul23, PR762308 ppc 01Jul23]

The minimum rates for Shearing cooks are arrived at by the following formula:

Shearing cook's formula	$
Minimum rate	917.17
Plus 25% casual loading—min rate x 25%	229.29
Plus 20% long hours allowance—min rate x 20%	183.43
Plus 69.58% of shearing industry allowance[1]	181.28
Total	1511.17
Daily rate—total divided by 5	302.23
Per employee per day rate = daily rate divided by 13	23.25

[1] The industry allowance component is an expense-related allowance adjusted in accordance with clause C.2.

A.6 Woolclassers formula

A.6.1 Woolclasser level 1 formula

[A.6.1 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

The Woolclasser level 1 minimum weekly rate is arrived at according the following formula:

	$
Base	982.95
Plus casual loading of 25% (of base)	245.74
Subtotal	1228.69
Plus conditions allowance[1]	139.91
Plus enterprise flexibility (including hours) and wet weather allowance[1]	198.34
Total	1566.94
Rounded to the nearest 5 cents	1566.95

[1] The conditions, enterprise flexibility and wet weather components are wage-related allowances calculated in accordance with clause C.1.

A.6.2 Woolclasser level 2 formula

[A.6.2 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

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

	$
Base	982.95
Woolrolling and other shed hands work	99.15
Subtotal 1	1082.10
Plus casual loading of 25% (of subtotal 1)	270.53
Subtotal 2	1352.63
Plus conditions allowance[1]	139.91
Plus enterprise flexibility (including hours) and wet weather allowance[1]	198.34
Total	1690.88
Rounded to the nearest 5 cents	1690.90

[1] The conditions, enterprise flexibility and wet weather components are wage-related allowances calculated in accordance with clause C.1.

A.6.3 Woolclasser level 3 formula

[A.6.3 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

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

	$
Base	982.95
Woolrolling and other shed hands work	99.15
Bookkeeping, overseeing, experting[1]	64.46
Subtotal 1	1146.56
Plus casual loading of 25% (of subtotal 1)	286.64
Subtotal 2	1433.20
Plus conditions allowance[1]	139.91
Plus enterprise flexibility (including hours) and wet weather allowance[1]	198.34
Total	1771.45
Rounded to the nearest 5 cents	1771.45

[1] The booking keeping, conditions, enterprise flexibility and wet weather components are wage-related allowances calculated in accordance with clause C.1.

Schedule B—Summary of Hourly Rates of Pay

[Varied by PR724570, PR729290, PR729479, PR740716, PR740884, PR762145, PR762308]

B.1 Ordinary hourly rate

B.1.1 **Ordinary hourly rate** is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 18.2(a), this forms part of the employee's ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

B.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clauses 32, 37, 47 and 51. Consistent with clause B.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

B.2 Broadacre Farming and Livestock Operations—Farm and livestock hand adult employees

B.2.1 Full-time and part-time farm and livestock hand adult employees—ordinary and penalty rates

[B.2.1 varied by PR724570, PR729290, PR729479, PR740716, PR740884, PR762145 ppc 01Jul23, PR762308 ppc 01Jul23]

	Ordinary hours	Public holiday
	% of ordinary hourly rate[1]	
	100%	200%
	$	$
FLH1	22.61	45.22
FLH2	23.23	46.46
FLH3	23.55	47.10
FLH4	24.08	48.16
FLH5	24.49	48.98
FLH6	24.87	49.74
FLH7	26.18	52.36
FLH8	28.13	56.26

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

NOTE: With keep – **$150.16** per week may be deducted from the employee's total weekly wages where keep is provided in accordance with clause 32.3.

B.2.2 Full-time and part-time farm and livestock hand adult employees—overtime rates

[B.2.2 varied by PR724570, PR729290, PR729479, PR740716, PR740884, PR762145 ppc 01Jul23, PR762308 ppc 01Jul23]

	Monday to Saturday—Overtime hours	Sunday—Overtime hours	
		feeding & watering stock	other than feeding & watering stock
	% of ordinary hourly rate[1]		
	150%	150%	200%
	$	$	$
FLH1	33.92	33.92	45.22
FLH2	34.85	34.85	46.46
FLH3	35.33	35.33	47.10
FLH4	36.12	36.12	48.16
FLH5	36.74	36.74	48.98
FLH6	37.31	37.31	49.74
FLH7	39.27	39.27	52.36
FLH8	42.20	42.20	56.26

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

NOTE: With keep – **$150.16** per week may be deducted from the employee's total weekly wages where keep is provided in accordance with clause 32.3.

B.2.3 Full-time and part-time adult station cooks—additional overtime rates

[B.2.3 varied by PR729290, PR740716, PR762145 ppc 01Jul22]

	Minimum weekly rate	Work on 6 full days	Work on 6 full days & 1 half day	Work on 7 full days
	% of ordinary weekly rate[2]			
	100%	3/22nds[1]	3/11ths[1]	9/22nds[1]
	$	$	$	$
Station cook (FLH1)	859.30	117.18	234.35	351.53

[1] Amount per week paid in addition to the minimum weekly rate, in accordance with clause 34.3.

[2] Rates in table are calculated based on the minimum weekly rate, see clauses B.1.1 and B.1.2.

B.2.4 Casual farm and livestock hand adult employees—ordinary and penalty rates

[B.2.4 varied by PR724570, PR729290, PR729479, PR740716, PR740884, PR762145 ppc 01Jul23, PR762308 ppc 01Jul23]

	Ordinary hours	Public holiday
	% of ordinary hourly rate[1]	
	125%	225%
	$	$
FLH1	28.26	50.87
FLH2	29.04	52.27
FLH3	29.44	52.99
FLH4	30.10	54.18
FLH5	30.61	55.10
FLH6	31.09	55.96
FLH7	32.73	58.91
FLH8	35.16	63.29

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

NOTE: With keep – **$150.16** per week may be deducted from the employee's total weekly wages where keep is provided in accordance with clause 32.3.

B.3 Broadacre Farming and Livestock Operations—Farm and livestock hand junior employees

The **junior hourly rate** is based on a percentage of the appropriate adult weekly rate and rounded to the nearest cent in accordance with clause 32.2, then divided by 38. Adult rates apply from 20 years of age in accordance with clause 32.1.

B.3.1 Full-time and part-time junior farm and livestock hand employees—ordinary and penalty rates

[B.3.1 varied by PR724570, PR729290, PR729479, PR740716, PR740884, PR762145 ppc 01Jul23, PR762308 ppc 01Jul23]

Age	Junior weekly rate	Ordinary hours	Public holiday
		% of junior hourly rate[1]	
	100%	100%	200%
	$	$	$
FLH1			
Under 16 years	429.65	11.31	22.62
16 years	515.58	13.57	27.14
17 years	601.51	15.83	31.66
18 years	687.44	18.09	36.18

Age	Junior weekly rate	Ordinary hours	Public holiday
		% of junior hourly rate[1]	
	100%	100%	200%
	$	$	$
19 years	773.37	20.35	40.70
FLH2			
Under 16 years	441.40	11.62	23.24
16 years	529.68	13.94	27.88
17 years	617.96	16.26	32.52
18 years	706.24	18.59	37.18
19 years	794.52	20.91	41.82
FLH3			
Under 16 years	447.50	11.78	23.56
16 years	537.00	14.13	28.26
17 years	626.50	16.49	32.98
18 years	716.00	18.84	37.68
19 years	805.50	21.20	42.40
FLH4			
Under 16 years	457.45	12.04	24.08
16 years	548.94	14.45	28.90
17 years	640.43	16.85	33.70
18 years	731.92	19.26	38.52
19 years	823.41	21.67	43.34
FLH5			
Under 16 years	465.35	12.25	24.50
16 years	558.42	14.70	29.40
17 years	651.49	17.14	34.28
18 years	744.56	19.59	39.18
19 years	837.63	22.04	44.08
FLH6			
Under 16 years	472.50	12.43	24.86
16 years	567.00	14.92	29.84

Age	Junior weekly rate	Ordinary hours	Public holiday
		% of junior hourly rate[1]	
	100%	100%	200%
	$	$	$
17 years	661.50	17.41	34.82
18 years	756.00	19.89	39.78
19 years	850.50	22.38	44.76
FLH7			
Under 16 years	497.50	13.09	26.18
16 years	597.00	15.71	31.42
17 years	696.50	18.33	36.66
18 years	796.00	20.95	41.90
19 years	895.50	23.57	47.14
FLH8			
Under 16 years	534.55	14.07	28.14
16 years	641.46	16.88	33.76
17 years	748.37	19.69	39.38
18 years	855.28	22.51	45.02
19 years	962.19	25.32	50.64

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

NOTE: With keep – **$150.16** per week may be deducted from the employee's total weekly wages where keep is provided in accordance with clause 32.3.

B.3.2 Full-time and part-time junior farm and livestock hand employees—overtime rates

[B.3.2 varied by PR724570, PR729290, PR729479, PR740716, PR740884, PR762145 ppc 01Jul23, PR762308 ppc 01Jul23]

	Monday to Saturday—Overtime hours	Sunday—Overtime hours	
		feeding & watering stock	other than feeding & watering stock
	% of junior hourly rate[1]		
	150%	150%	200%
	$	$	$
FLH1			
Under 16 years	16.97	16.97	22.62

	Monday to Saturday—Overtime hours	Sunday—Overtime hours	
		feeding & watering stock	other than feeding & watering stock
	% of junior hourly rate[1]		
	150%	150%	200%
	$	$	$
16 years	20.36	20.36	27.14
17 years	23.75	23.75	31.66
18 years	27.14	27.14	36.18
19 years	30.53	30.53	40.70
FLH2			
Under 16 years	17.43	17.43	23.24
16 years	20.91	20.91	27.88
17 years	24.39	24.39	32.52
18 years	27.89	27.89	37.18
19 years	31.37	31.37	41.82
FLH3			
Under 16 years	17.67	17.67	23.56
16 years	21.20	21.20	28.26
17 years	24.74	24.74	32.98
18 years	28.26	28.26	37.68
19 years	31.80	31.80	42.40
FLH4			
Under 16 years	18.06	18.06	24.08
16 years	21.68	21.68	28.90
17 years	25.28	25.28	33.70
18 years	28.89	28.89	38.52
19 years	32.51	32.51	43.34
FLH5			
Under 16 years	18.38	18.38	24.50
16 years	22.05	22.05	29.40
17 years	25.71	25.71	34.28

	Monday to Saturday—Overtime hours	Sunday—Overtime hours	
		feeding & watering stock	other than feeding & watering stock
	% of junior hourly rate[1]		
	150%	150%	200%
	$	$	$
18 years	29.39	29.39	39.18
19 years	33.06	33.06	44.08
FLH6			
Under 16 years	18.65	18.65	24.86
16 years	22.38	22.38	29.84
17 years	26.12	26.12	34.82
18 years	29.84	29.84	39.78
19 years	33.57	33.57	44.76
FLH7			
Under 16 years	19.64	19.64	26.18
16 years	23.57	23.57	31.42
17 years	27.50	27.50	36.66
18 years	31.43	31.43	41.90
19 years	35.36	35.36	47.14
FLH8			
Under 16 years	21.11	21.11	28.14
16 years	25.32	25.32	33.76
17 years	29.54	29.54	39.38
18 years	33.77	33.77	45.02
19 years	37.98	37.98	50.64

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

NOTE: With keep – **$150.16** per week may be deducted from the employee's total weekly wages where keep is provided in accordance with clause 32.3.

B.3.3 Full-time and part-time junior station cooks—additional overtime rates

[B.3.3 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Junior weekly rate	Work on 6 full days	Work on 6 full days & 1 half day	Work on 7 full days
	% of junior weekly rate[1]			
	100%	3/22nds[2]	3/11ths[2]	9/22nds[2]
	$	$	$	$
Station cook (FLH1)				
Under 16 years	429.65	58.59	117.18	175.77
16 years	515.58	70.31	140.61	210.92
17 years	601.51	82.02	164.05	246.07
18 years	687.44	93.74	187.48	281.23
19 years	773.37	105.46	210.92	316.38

[1] Rates in table are calculated based on the minimum weekly rate, see clauses B.1.1 and B.1.2.

[2] Amount per week paid in addition to the minimum weekly rate, in accordance with clause 34.3.

B.3.4 Casual farm and livestock hand junior employees—ordinary and penalty rates

[B.3.4 varied by PR724570, PR729290, PR729479, PR740716, PR740884, PR762145 ppc 01Jul23, PR762308 ppc 01Jul23]

	Ordinary hours	Public holiday
	% of junior hourly rate[1]	
	125%	225%
	$	$
FLH1		
Under 16 years	14.14	25.45
16 years	16.96	30.53
17 years	19.79	35.62
18 years	22.61	40.70
19 years	25.44	45.79
FLH2		
Under 16 years	14.53	26.15
16 years	17.43	31.37
17 years	20.33	36.59
18 years	23.24	41.83

	Ordinary hours	Public holiday
	% of junior hourly rate[1]	
	125%	225%
	$	$
19 years	26.14	47.05
FLH3		
Under 16 years	14.73	26.51
16 years	17.66	31.79
17 years	20.61	37.10
18 years	23.55	42.39
19 years	26.50	47.70
FLH4		
Under 16 years	15.05	27.09
16 years	18.06	32.51
17 years	21.06	37.91
18 years	24.08	43.34
19 years	27.09	48.76
FLH5		
Under 16 years	15.31	27.56
16 years	18.38	33.08
17 years	21.43	38.57
18 years	24.49	44.08
19 years	27.55	49.59
FLH6		
Under 16 years	15.54	27.97
16 years	18.65	33.57
17 years	21.76	39.17
18 years	24.86	44.75
19 years	27.98	50.36
FLH7		
Under 16 years	16.36	29.45
16 years	19.64	35.35
17 years	22.91	41.24

	Ordinary hours	Public holiday
	% of junior hourly rate[1]	
	125%	225%
	$	$
18 years	26.19	47.14
19 years	29.46	53.03
FLH8		
Under 16 years	17.59	31.66
16 years	21.10	37.98
17 years	24.61	44.30
18 years	28.14	50.65
19 years	31.65	56.97

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

NOTE: With keep – **$150.16** per week may be deducted from the employee's total weekly wages where keep is provided in accordance with clause 32.3.

B.4 Pig Breeding and Raising—Piggery attendant employees

B.4.1 Full-time and part-time piggery attendant adult employees—other than shiftworkers—ordinary and penalty rates

[B.4.1 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Ordinary hours	Saturday	Public holiday
	% of ordinary hourly rate[1]		
	100%	150%	250%
	$	$	$
PA1	22.61	33.92	56.53
PA2	23.22	34.83	58.05
PA3	24.08	36.12	60.20
PA4	24.87	37.31	62.18
PA5	25.50	38.25	63.75
PA6	26.18	39.27	65.45
PA7	27.01	40.52	67.53

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.2 Full-time and part-time piggery attendant adult employees—shiftworkers—ordinary and penalty rates

[B.4.2 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Successive afternoon or night shift[1]	Non-successive afternoon or night shift[2]		Permanent night shift[3]	Saturday	Sunday[4]	Public holiday
		first 3 hours	after 3 hours				
	% of ordinary hourly rate[5]						
	115%	150%	200%	130%	150%	200%	200%
	$	$	$	$	$	$	$
PA1	26.00	33.92	45.22	29.39	33.92	45.22	45.22
PA2	26.70	34.83	46.44	30.19	34.83	46.44	46.44
PA3	27.69	36.12	48.16	31.30	36.12	48.16	48.16
PA4	28.60	37.31	49.74	32.33	37.31	49.74	49.74
PA5	29.33	38.25	51.00	33.15	38.25	51.00	51.00
PA6	30.11	39.27	52.36	34.03	39.27	52.36	52.36
PA7	31.06	40.52	54.02	35.11	40.52	54.02	54.02

[1] Afternoon shift, night shift, and successive afternoon or night shift are defined in clauses 42.1(a), 42.1(b) and 42.1(d).

[2] Non-successive afternoon or night shift is defined in clause 42.1(e).

[3] Permanent night shift is defined in clause 42.1(c).

[4] Where the major portion of the shift is performed on a Sunday.

[5] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.3 Full-time and part-time piggery attendant adult employees (all employees including shiftworkers)—overtime rates

[B.4.3 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Ordinary hours	Monday to Saturday		Sunday
		First 2 hours	After 2 hours	
		% of ordinary hourly rate[1]		
	100%	150%	200%	200%
	$	$	$	$
PA1	22.61	33.92	45.22	45.22
PA2	23.22	34.83	46.44	46.44
PA3	24.08	36.12	48.16	48.16
PA4	24.87	37.31	49.74	49.74

	Ordinary hours	Monday to Saturday		Sunday
		First 2 hours	After 2 hours	
		% of ordinary hourly rate[1]		
	100%	150%	200%	200%
	$	$	$	$
PA5	25.50	38.25	51.00	51.00
PA6	26.18	39.27	52.36	52.36
PA7	27.01	40.52	54.02	54.02

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.4 Casual piggery attendant adult employees—other than shiftworkers—ordinary and penalty rates

[B.4.4 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Ordinary hours	Saturday	Public holiday
	% of ordinary hourly rate[1]		
	125%	175%	275%
	$	$	$
PA1	28.26	39.57	62.18
PA2	29.03	40.64	63.86
PA3	30.10	42.14	66.22
PA4	31.09	43.52	68.39
PA5	31.88	44.63	70.13
PA6	32.73	45.82	72.00
PA7	33.76	47.27	74.28

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.5 Casual piggery attendant adult employees—shiftworkers—ordinary and penalty rates

[B.4.5 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Successive afternoon or night shift[1]	Non-successive afternoon or night shift[2]		Permanent night shift[3]	Saturday	Sunday[4]	Public holiday
		first 3 hours	after 3 hours				
	% of ordinary hourly rate[5]						
	140%	175%	225%	155%	175%	225%	225%
	$	$	$	$	$	$	$
PA1	31.65	39.57	50.87	35.05	39.57	50.87	50.87
PA2	32.51	40.64	52.25	35.99	40.64	52.25	52.25
PA3	33.71	42.14	54.18	37.32	42.14	54.18	54.18
PA4	34.82	43.52	55.96	38.55	43.52	55.96	55.96
PA5	35.70	44.63	57.38	39.53	44.63	57.38	57.38
PA6	36.65	45.82	58.91	40.58	45.82	58.91	58.91
PA7	37.81	47.27	60.77	41.87	47.27	60.77	60.77

[1] Afternoon shift, night shift, and successive afternoon or night shift are defined in clauses 42.1(a), 42.1(b) and 42.1(d).

[2] Non-successive afternoon or night shift is defined in clause 42.1(e).

[3] Permanent night shift is defined in clause 42.1(c).

[4] Where the major portion of the shift is performed on a Sunday.

[5] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5 Pig Breeding and Raising—Piggery attendant junior employees

The **junior hourly rate** is based on a percentage of the appropriate adult hourly rate and rounded to the nearest cent in accordance with clause 37.2. Adult rates apply from 20 years of age in accordance with clause 37.1.

B.5.1 Full-time and part-time junior piggery attendant employees—ordinary and penalty rates

[B.5.1 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Ordinary hours	Saturday	Public holiday
	% of junior hourly rate[1]		
	100%	150%	250%
	$	$	$
PA1			
Under 16 years	11.31	16.97	28.28

	Ordinary hours	Saturday	Public holiday
	% of junior hourly rate[1]		
	100%	150%	250%
	$	$	$
16 years	13.57	20.36	33.93
17 years	15.83	23.75	39.58
18 years	18.09	27.14	45.23
19 years	20.35	30.53	50.88
PA2			
Under 16 years	11.61	17.42	29.03
16 years	13.93	20.90	34.83
17 years	16.25	24.38	40.63
18 years	18.58	27.87	46.45
19 years	20.90	31.35	52.25
PA3			
Under 16 years	12.04	18.06	30.10
16 years	14.45	21.68	36.13
17 years	16.86	25.29	42.15
18 years	19.26	28.89	48.15
19 years	21.67	32.51	54.18
PA4			
Under 16 years	12.44	18.66	31.10
16 years	14.92	22.38	37.30
17 years	17.41	26.12	43.53
18 years	19.90	29.85	49.75
19 years	22.38	33.57	55.95
PA5			
Under 16 years	12.75	19.13	31.88
16 years	15.30	22.95	38.25
17 years	17.85	26.78	44.63
18 years	20.40	30.60	51.00
19 years	22.95	34.43	57.38
PA6			

	Ordinary hours	Saturday	Public holiday
	% of junior hourly rate[1]		
	100%	150%	250%
	$	$	$
Under 16 years	13.09	19.64	32.73
16 years	15.71	23.57	39.28
17 years	18.33	27.50	45.83
18 years	20.94	31.41	52.35
19 years	23.56	35.34	58.90
PA7			
Under 16 years	13.51	20.27	33.78
16 years	16.21	24.32	40.53
17 years	18.91	28.37	47.28
18 years	21.61	32.42	54.03
19 years	24.31	36.47	60.78

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5.2 Full-time and part-time piggery attendant junior employees—shiftworkers—ordinary and penalty rates

[B.5.2 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Successive afternoon or night shift[1]	Non-successive afternoon or night shift[2]		Permanent night shift[3]	Saturday	Sunday[4]	Public holiday
		first 3 hours	after 3 hours				
	% of junior hourly rate[5]						
	115%	150%	200%	130%	150%	200%	200%
	$	$	$	$	$	$	$
PA1							
Under 16 years	13.01	16.97	22.62	14.70	16.97	22.62	22.62
16 years	15.61	20.36	27.14	17.64	20.36	27.14	27.14
17 years	18.20	23.75	31.66	20.58	23.75	31.66	31.66
18 years	20.80	27.14	36.18	23.52	27.14	36.18	36.18
19 years	23.40	30.53	40.70	26.46	30.53	40.70	40.70

	Successive afternoon or night shift[1]	Non-successive afternoon or night shift[2]		Permanent night shift[3]	Saturday	Sunday[4]	Public holiday
		first 3 hours	after 3 hours				
	% of junior hourly rate[5]						
	115%	150%	200%	130%	150%	200%	200%
	$	$	$	$	$	$	$
PA2							
Under 16 years	13.35	17.42	23.22	15.09	17.42	23.22	23.22
16 years	16.02	20.90	27.86	18.11	20.90	27.86	27.86
17 years	18.69	24.38	32.50	21.13	24.38	32.50	32.50
18 years	21.37	27.87	37.16	24.15	27.87	37.16	37.16
19 years	24.04	31.35	41.80	27.17	31.35	41.80	41.80
PA3							
Under 16 years	13.85	18.06	24.08	15.65	18.06	24.08	24.08
16 years	16.62	21.68	28.90	18.79	21.68	28.90	28.90
17 years	19.39	25.29	33.72	21.92	25.29	33.72	33.72
18 years	22.15	28.89	38.52	25.04	28.89	38.52	38.52
19 years	24.92	32.51	43.34	28.17	32.51	43.34	43.34
PA4							
Under 16 years	14.31	18.66	24.88	16.17	18.66	24.88	24.88
16 years	17.16	22.38	29.84	19.40	22.38	29.84	29.84
17 years	20.02	26.12	34.82	22.63	26.12	34.82	34.82
18 years	22.89	29.85	39.80	25.87	29.85	39.80	39.80
19 years	25.74	33.57	44.76	29.09	33.57	44.76	44.76
PA5							
Under 16 years	14.66	19.13	25.50	16.58	19.13	25.50	25.50
16 years	17.60	22.95	30.60	19.89	22.95	30.60	30.60
17 years	20.53	26.78	35.70	23.21	26.78	35.70	35.70
18 years	23.46	30.60	40.80	26.52	30.60	40.80	40.80

	Successive afternoon or night shift[1]	Non-successive afternoon or night shift[2]		Permanent night shift[3]	Saturday	Sunday[4]	Public holiday
		first 3 hours	after 3 hours				
	% of junior hourly rate[5]						
	115%	150%	200%	130%	150%	200%	200%
	$	$	$	$	$	$	$
19 years	26.39	34.43	45.90	29.84	34.43	45.90	45.90
PA6							
Under 16 years	15.05	19.64	26.18	17.02	19.64	26.18	26.18
16 years	18.07	23.57	31.42	20.42	23.57	31.42	31.42
17 years	21.08	27.50	36.66	23.83	27.50	36.66	36.66
18 years	24.08	31.41	41.88	27.22	31.41	41.88	41.88
19 years	27.09	35.34	47.12	30.63	35.34	47.12	47.12
PA7							
Under 16 years	15.54	20.27	27.02	17.56	20.27	27.02	27.02
16 years	18.64	24.32	32.42	21.07	24.32	32.42	32.42
17 years	21.75	28.37	37.82	24.58	28.37	37.82	37.82
18 years	24.85	32.42	43.22	28.09	32.42	43.22	43.22
19 years	27.96	36.47	48.62	31.60	36.47	48.62	48.62

[1] Afternoon shift, night shift, and successive afternoon or night shift are defined in clauses 42.1(a), 42.1(b) and 42.1(d).

[2] Non-successive afternoon or night shift is defined in clause 42.1(e).

[3] Permanent night shift is defined in clause 42.1(c).

[4] Where the major portion of the shift is performed on a Sunday.

[5] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5.3 Full-time and part-time piggery attendant junior employees (all employees including shiftworkers)—overtime rates

[B.5.3 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Monday to Saturday		Sunday
	First 2 hours	After 2 hours	
	% of junior hourly rate [1]		
	150%	200%	200%
	$	$	$
PA1			
Under 16 years	16.97	22.62	22.62
16 years	20.36	27.14	27.14
17 years	23.75	31.66	31.66
18 years	27.14	36.18	36.18
19 years	30.53	40.70	40.70
PA2			
Under 16 years	17.42	23.22	23.22
16 years	20.90	27.86	27.86
17 years	24.38	32.50	32.50
18 years	27.87	37.16	37.16
19 years	31.35	41.80	41.80
PA3			
Under 16 years	18.06	24.08	24.08
16 years	21.68	28.90	28.90
17 years	25.29	33.72	33.72
18 years	28.89	38.52	38.52
19 years	32.51	43.34	43.34
PA4			
Under 16 years	18.66	24.88	24.88
16 years	22.38	29.84	29.84
17 years	26.12	34.82	34.82
18 years	29.85	39.80	39.80
19 years	33.57	44.76	44.76
PA5			
Under 16 years	19.13	25.50	25.50

	Monday to Saturday		Sunday
	First 2 hours	After 2 hours	
	% of junior hourly rate [1]		
	150%	200%	200%
	$	$	$
16 years	22.95	30.60	30.60
17 years	26.78	35.70	35.70
18 years	30.60	40.80	40.80
19 years	34.43	45.90	45.90
PA6			
Under 16 years	19.64	26.18	26.18
16 years	23.57	31.42	31.42
17 years	27.50	36.66	36.66
18 years	31.41	41.88	41.88
19 years	35.34	47.12	47.12
PA7			
Under 16 years	20.27	27.02	27.02
16 years	24.32	32.42	32.42
17 years	28.37	37.82	37.82
18 years	32.42	43.22	43.22
19 years	36.47	48.62	48.62

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5.4 Casual piggery attendant junior employees (all employees including shiftworkers)—ordinary and penalty rates

[B.5.4 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Ordinary hours	Saturday	Public holiday
	% of junior hourly rate [1]		
	125%	175%	275%
	$	$	$
PA1			
Under 16 years	14.14	19.79	31.10
16 years	16.96	23.75	37.32
17 years	19.79	27.70	43.53

	Ordinary hours	Saturday	Public holiday
	% of junior hourly rate [1]		
	125%	175%	275%
	$	$	$
18 years	22.61	31.66	49.75
19 years	25.44	35.61	55.96
PA2			
Under 16 years	14.51	20.32	31.93
16 years	17.41	24.38	38.31
17 years	20.31	28.44	44.69
18 years	23.23	32.52	51.10
19 years	26.13	36.58	57.48
PA3			
Under 16 years	15.05	21.07	33.11
16 years	18.06	25.29	39.74
17 years	21.08	29.51	46.37
18 years	24.08	33.71	52.97
19 years	27.09	37.92	59.59
PA4			
Under 16 years	15.55	21.77	34.21
16 years	18.65	26.11	41.03
17 years	21.76	30.47	47.88
18 years	24.88	34.83	54.73
19 years	27.98	39.17	61.55
PA5			
Under 16 years	15.94	22.31	35.06
16 years	19.13	26.78	42.08
17 years	22.31	31.24	49.09
18 years	25.50	35.70	56.10
19 years	28.69	40.16	63.11
PA6			
Under 16 years	16.36	22.91	36.00
16 years	19.64	27.49	43.20

	Ordinary hours	Saturday	Public holiday
	% of junior hourly rate [1]		
	125%	175%	275%
	$	$	$
17 years	22.91	32.08	50.41
18 years	26.18	36.65	57.59
19 years	29.45	41.23	64.79
PA7			
Under 16 years	16.89	23.64	37.15
16 years	20.26	28.37	44.58
17 years	23.64	33.09	52.00
18 years	27.01	37.82	59.43
19 years	30.39	42.54	66.85

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5.5 Casual piggery attendant junior employees—shiftworkers—ordinary and penalty rates

[B.5.5 varied by PR729290, PR740716, PR762145 ppc 01Jul23

	Successive afternoon or night shift[1]	Non-successive afternoon or night shift[2]		Permanent night shift[3]	Saturday	Sunday[4]	Public holiday
		first 3 hours	after 3 hours				
	% of junior hourly rate[5]						
	140%	175%	225%	155%	175%	225%	225%
	$	$	$	$	$	$	$
PA1							
Under 16 years	15.83	19.79	25.45	17.53	19.79	25.45	25.45
16 years	19.00	23.75	30.53	21.03	23.75	30.53	30.53
17 years	22.16	27.70	35.62	24.54	27.70	35.62	35.62
18 years	25.33	31.66	40.70	28.04	31.66	40.70	40.70
19 years	28.49	35.61	45.79	31.54	35.61	45.79	45.79
PA2							
Under 16 years	16.25	20.32	26.12	18.00	20.32	26.12	26.12
16 years	19.50	24.38	31.34	21.59	24.38	31.34	31.34

	Successive afternoon or night shift[1]	Non-successive afternoon or night shift[2]		Permanent night shift[3]	Saturday	Sunday[4]	Public holiday
		first 3 hours	after 3 hours				
	% of junior hourly rate[5]						
	140%	175%	225%	155%	175%	225%	225%
	$	$	$	$	$	$	$
17 years	22.75	28.44	36.56	25.19	28.44	36.56	36.56
18 years	26.01	32.52	41.81	28.80	32.52	41.81	41.81
19 years	29.26	36.58	47.03	32.40	36.58	47.03	47.03
PA3							
Under 16 years	16.86	21.07	27.09	18.66	21.07	27.09	27.09
16 years	20.23	25.29	32.51	22.40	25.29	32.51	32.51
17 years	23.60	29.51	37.94	26.13	29.51	37.94	37.94
18 years	26.96	33.71	43.34	29.85	33.71	43.34	43.34
19 years	30.34	37.92	48.76	33.59	37.92	48.76	48.76
PA4							
Under 16 years	17.42	21.77	27.99	19.28	21.77	27.99	27.99
16 years	20.89	26.11	33.57	23.13	26.11	33.57	33.57
17 years	24.37	30.47	39.17	26.99	30.47	39.17	39.17
18 years	27.86	34.83	44.78	30.85	34.83	44.78	44.78
19 years	31.33	39.17	50.36	34.69	39.17	50.36	50.36
PA5							
Under 16 years	17.85	22.31	28.69	19.76	22.31	28.69	28.69
16 years	21.42	26.78	34.43	23.72	26.78	34.43	34.43
17 years	24.99	31.24	40.16	27.67	31.24	40.16	40.16
18 years	28.56	35.70	45.90	31.62	35.70	45.90	45.90
19 years	32.13	40.16	51.64	35.57	40.16	51.64	51.64
PA6							
Under 16 years	18.33	22.91	29.45	20.29	22.91	29.45	29.45
16 years	21.99	27.49	35.35	24.35	27.49	35.35	35.35
17 years	25.66	32.08	41.24	28.41	32.08	41.24	41.24
18 years	29.32	36.65	47.12	32.46	36.65	47.12	47.12

	Successive afternoon or night shift[1]	Non-successive afternoon or night shift[2]		Permanent night shift[3]	Saturday	Sunday[4]	Public holiday
		first 3 hours	after 3 hours				
	% of junior hourly rate[5]						
	140%	175%	225%	155%	175%	225%	225%
	$	$	$	$	$	$	$
19 years	32.98	41.23	53.01	36.52	41.23	53.01	53.01
PA7							
Under 16 years	18.91	23.64	30.40	20.94	23.64	30.40	30.40
16 years	22.69	28.37	36.47	25.13	28.37	36.47	36.47
17 years	26.47	33.09	42.55	29.31	33.09	42.55	42.55
18 years	30.25	37.82	48.62	33.50	37.82	48.62	48.62
19 years	34.03	42.54	54.70	37.68	42.54	54.70	54.70

[1] Afternoon shift, night shift, and successive afternoon or night shift are defined in clauses 42.1(a), 42.1(b) and 42.1(d).

[2] Non-successive afternoon or night shift is defined in clause 42.1(e).

[3] Permanent night shift is defined in clause 42.1(c).

[4] Where the major portion of the shift is performed on a Sunday.

[5] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.6 Poultry Farming—poultry farm worker adult employees

B.6.1 Full-time and part-time poultry farm worker adult employees—ordinary and penalty rates

[B.6.1 varied by PR729290, PR740716, PR762145 ppc 01Jul23

	Ordinary hours	Public holiday
	% of ordinary hourly rate[1]	
	100%	200%
	$	$
PW1	22.61	45.22
PW2	23.55	47.10
PW3	24.49	48.98
PW4	26.18	52.36

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.6.2 Full-time and part-time poultry farm worker adult employees

[B.6.2 varied by PR729290, PR740716, PR762145 ppc 01Jul23

	Ordinary hours	Monday to Saturday—Overtime hours	Sunday—Overtime hours		Public holiday
			Feeding or watering stock	Other than feeding or watering stock	
	% of ordinary hourly rate[1]				
	100%	150%	150%	200%	200%
	$	$	$	$	$
PW1	22.61	33.92	33.92	45.22	45.22
PW2	23.55	35.33	35.33	47.10	47.10
PW3	24.49	36.74	36.74	48.98	48.98
PW4	26.18	39.27	39.27	52.36	52.36

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.6.3 Casual poultry farm worker adult employees—ordinary and penalty rates

[B.6.3 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Ordinary hours	Public holiday
	% of ordinary hourly rate[1]	
	125%	225%
	$	$
PW1	28.26	50.87
PW2	29.44	52.99
PW3	30.61	55.10
PW4	32.73	58.91

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.7 Poultry Farming—junior poultry farm worker employees

B.7.1 Junior employees

The **junior hourly rate** is based on a percentage of the appropriate adult hourly rate and rounded to the nearest cent in accordance with clause 47.2. Adult rates apply from 20 years of age in accordance with clause 47.1.

B.7.2 Full-time and part-time junior poultry farm worker employees—ordinary, penalty rates and overtime

[B.7.2 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

	Junior hourly rate	Public holiday (all hours worked)	Overtime		
			Monday to Saturday	Sunday	
				Feeding or watering stock	Other than feeding or watering stock
	% of junior hourly rate[1]				
Age	**100%**	**200%**	**150%**	**150%**	**200%**
	$	**$**	**$**	**$**	**$**
PW1					
Under 16 years	11.31	22.62	16.97	16.97	22.62
16 years	13.57	27.14	20.36	20.36	27.14
17 years	15.83	31.66	23.75	23.75	31.66
18 years	18.09	36.18	27.14	27.14	36.18
19 years	20.35	40.70	30.53	30.53	40.70
PW2					
Under 16 years	11.78	23.56	17.67	17.67	23.56
16 years	14.13	28.26	21.20	21.20	28.26
17 years	16.49	32.98	24.74	24.74	32.98
18 years	18.84	37.68	28.26	28.26	37.68
19 years	21.20	42.40	31.80	31.80	42.40
PW3					
Under 16 years	12.25	24.50	18.38	18.38	24.50
16 years	14.69	29.38	22.04	22.04	29.38
17 years	17.14	34.28	25.71	25.71	34.28
18 years	19.59	39.18	29.39	29.39	39.18
19 years	22.04	44.08	33.06	33.06	44.08
PW4					
Under 16 years	13.09	26.18	19.64	19.64	26.18
16 years	15.71	31.42	23.57	23.57	31.42
17 years	18.33	36.66	27.50	27.50	36.66
18 years	20.94	41.88	31.41	31.41	41.88
19 years	23.56	47.12	35.34	35.34	47.12

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.7.3 Casual junior poultry farm worker employees—ordinary and penalty rates

[B.7.3 varied by PR729290, PR740716, PR762145 ppc 01Jul23

	Ordinary hours	Public holiday
	% of junior hourly rate[1]	
Age	**125%**	**225%**
	$	**$**
PW1		
Under 16 years	14.14	25.45
16 years	16.96	30.53
17 years	19.79	35.62
18 years	22.61	40.70
19 years	25.44	45.79
PW2		
Under 16 years	14.73	26.51
16 years	17.66	31.79
17 years	20.61	37.10
18 years	23.55	42.39
19 years	26.50	47.70
PW3		
Under 16 years	15.31	27.56
16 years	18.36	33.05
17 years	21.43	38.57
18 years	24.49	44.08
19 years	27.55	49.59
PW4		
Under 16 years	16.36	29.45
16 years	19.64	35.35
17 years	22.91	41.24
18 years	26.18	47.12
19 years	29.45	53.01

[1] Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

Schedule C—Summary of Monetary Allowances

[Varied by PR724570, PR729290, PR729479, PR740716, PR740884, PR750789, PR762145, PR762308]

See clauses 18, 32, 33, 43, 51, 52 and Schedule A—Shearing Operations—Methods for calculating Minimum Rates for full details of allowances payable under this award.

C.1 Wage-related allowances

[C.1.1 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

C.1.1 The following wage-related allowances are based on the standard rate as defined in Schedule A—Shearing Operations—Methods for calculating Minimum Rates as the hourly rate payable to a Farm and livestock hand level 2 = **$23.23**. These rates are to be paid in accordance with clauses 18.2, 33.4, 51.3(b), 51.9 and 52.1.

Allowance	Clause	% of standard rate	$	Payable
General Employment Conditions				
Leading hand, in charge of—2 to 6 employees[1]	18.2(b)(i)	115.0	26.71	per week
Leading hand, in charge of—7 to 10 employees[1]	18.2(b)(i)	134.0	31.13	per week
Leading hand, in charge of—11 to 20 employees[1]	18.2(b)(i)	191.0	44.37	per week
Leading hand, in charge of—More than 20 employees[1]	18.2(b)(i)	240.0	55.75	per week
First aid allowance[1]	18.2(c)	14.0	3.25	per day
Broadacre Farming and Livestock Operations				
Station hand—jetting, spraying, swabbing sheep	33.4	17.0	3.95	per day
Shearing Operations				
Lack of amenities allowance	51.3(b)	51.5	11.96	per day
Conditions allowance	51.9(f)	602.3	139.91	per week
Enterprise flexibility allowance	51.9(f)	853.8	198.34	per week
Woolrolling allowance	51.9(f)	426.8	99.15	per week
Bookkeeping allowance	51.9(f)	277.5	64.46	per week
Allowance where sleeping quarters not provided—to pay for sleeping quarters	52.1(b)	259.4	60.26	per night

Allowance	Clause	% of standard rate	$	Payable
Allowance where sleeping quarters not provided—travel time in excess of one hour per day, between shed and sleeping quarters	52.2	85.6	19.88	per hour
Allowance where sleeping quarters not provided—travelling allowance (more than 65 km distance from shed)—Shearers (or Crutchers) only	52.3(a)	77.0	17.89	per day

[1] These allowances are payable for all purposes.

C.1.2 Adjustment of wage-related allowances

[C.1.2 renamed and substituted by PR750789 ppc 15Mar23]

The amount of each wage-related allowance is the percentage of the standard rate specified for the allowance and will automatically adjust to reflect the specified percentage when the standard rate is varied.

C.2 Expense-related allowances

[C.2.1 varied by PR724570, PR729479, PR740884, PR762308 ppc 01Jul23]

C.2.1 The following expense-related allowances will be payable to employees and adjusted in accordance with clause C.2.2:

Allowance	Clause	$	Payable
General Employment Conditions			
Use of vehicle allowance	18.3(c)	0.95	per km
Meal allowance—overtime of more than 1.5 hours	18.3(d)(i)	15.73	per meal
Meal allowance—overtime of more than 2 hours without required notice	18.3(d)(ii)	15.73	per meal
Broadacre Farming and Livestock Operations			
With Keep deduction	32.3	150.16	per week
Station hand—to find own horse	33.1(a)	8.71	per week
Station hand—to find own saddle	33.1(b)	6.97	per week

Allowance	Clause	$	Payable
Pig Breeding and Raising			
Meal allowance—overtime after working ordinary hours on Monday to Friday	43.7(a)	15.73	per meal
Meal allowance—unplanned overtime of more than 2 hours	43.7(b)	15.73	per meal
Shearing Operations			
Combs and cutters allowance	50.5(b)(iv)	23.82	per week
Allowance where sleeping quarters not provided— vehicle allowance—all employees	52.3(b)	0.95	per km
Fares and travelling allowances for expeditionary employees—motor vehicle expenses	53.1(a)	0.95	per km
Fares and travelling allowances for expeditionary employees—expenses other than fares—per day	53.1(f)	102.02	per day
Fares and travelling allowances for expeditionary employees—expenses other than fares—per hour rate	53.1(g)	4.25	per hour
Shearers—shearing industry allowance	A.1.1	260.54	per week
Shearers—rations	A.1.1	70.08	per week
Shearers—combs/cutters allowance	A.1.1	119.03	per week
Shearers—handpiece payment	A.1.1	26.91	per week
Shed hands—shearing industry allowance	A.3.1	260.54	per week
Shed hands—rations	A.3.1	70.08	per week
Woolpressers—shearing industry allowance	A.4	260.54	per week
Woolpressers—rations	A.4	70.08	per week
Shearing cooks—69.58% of shearing industry allowance	A.5	181.28	per week

C.2.2 Adjustment of expense-related allowances

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

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

Allowance	Applicable Consumer Price Index figure
Allowance for combs/cutters	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Meal allowance	Take away and fast foods sub-group
Payment for handpiece	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Rations	Take away and fast foods sub-group
Shearing industry allowance	All groups
Special allowance (horse and saddle allowance)	All groups
Travelling allowance	Domestic holiday travel and accommodation sub-group
Vehicle allowance	Private motoring sub-group
With keep rate	All groups

C.2.3 Other allowances—Shearing Operations:

[C.2.3 varied by PR729290, PR740716, PR762145 ppc 01Jul23]

Allowance	Clause	$	Payable
Woolpressers—weighing and branding bales	51.5(b)	0.49	per bale
Woolclassers—Conditions allowance	51.9(f)	139.91	per week
Woolclassers—Enterprise flexibility (including hours) and wet weather allowance	51.9(f)	198.34	per week
Woolrolling and other shed hands work allowance	51.9(f)	99.15	per week
Bookkeeping, overseeing, experting allowance	51.9(f)	64.46	per week

Allowance	Clause	$	Payable
Breakdown of machinery—allowance for delays and termination of agreements—not found employees[1]	52.5(a)(ii)	215.36	per day
Breakdown of machinery—allowance for delays and termination of agreements—found employees[1]	52.5(a)(ii)	178.09	per day

[1] See clause 52.5(b) for method of adjustment.

Schedule D—Supported Wage System

[Varied by PR729672, PR742256, PR762969]

D.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

D.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged.

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au.

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

D.3 Eligibility criteria

D.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

D.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

D.4 Supported wage rates

D.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause D.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50

Assessed capacity (clause D.5) %	Relevant minimum wage %
60	60
70	70
80	80
90	90

[D.4.2 varied by PR729672, PR742256, PR762969 ppc 01Jul23]

D.4.2 Provided that the minimum amount payable must be not less than **$102** per week.

D.4.3 Where an employee's assessed capacity is **10%**, they must receive a high degree of assistance and support.

D.5 Assessment of capacity

D.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

D.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

D.6 Lodgement of SWS wage assessment agreement

D.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

D.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

D.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

D.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

D.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

D.10 Trial period

D.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

D.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[D.10.3 varied by PR729672, PR742256, PR762969 ppc 01Jul23]

D.10.3 The minimum amount payable to the employee during the trial period must be no less than **$102** per week.

D.10.4 Work trials should include induction or training as appropriate to the job being trialled.

D.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule E—Agreement for time off instead of payment for overtime

Link to PDF copy of Agreement for Time Off Instead of Payment for Overtime.

Name of employee: _____
Name of employer: _____

1. The employer and employee agree that the employee will take time off instead of being paid for all overtime that is worked by the employee under this agreement.
2. Time off must be taken within 6 months of the overtime being worked at a time or times agreed by the employee and employer. If time off is not taken within 6 months of it being worked then the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked, unless the employer agrees to pay out the accrued overtime earlier.
3. This agreement will remain in place until the agreement is terminated. The agreement may be terminated by the employer or employee at any time by notice in writing.
4. If the agreement is terminated, the employer must pay the employee for overtime worked at the overtime rate applicable to the overtime when it was worked.

Signature of employee: _____
Date signed: ___/___/20___

Name of employer representative: _____
Signature of employer representative: _____
Date signed: ___/___/20___

Schedule F—Agreement to Take Annual Leave in Advance

Link to PDF copy of Agreement to Take Annual Leave in Advance.

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule G—Agreement to Cash Out Annual Leave

Link to PDF copy of Agreement to Cash Out Annual Leave.

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

[Schedule H—Part-day Public Holidays deleted by PR747352 ppc14Nov22]
[Schedule X—Additional Measures During the COVID-19 Pandemic varied by PR728080, PR736911; deleted by PR746868 ppc 17Oct22]