



Australian Government

# Fair Work OMBUDSMAN


## PAY AND CONDITIONS GUIDE

**Pest Control Industry Award 2010 [MA000097]** ('modern award')  
replacing terms and conditions in or derived from

**Pest Control Industry (State) Award [AN120413]** ('pre-modern  
award')

**(NSW)**

Effective from 01 July 2013.

Published 20 June 2013 

### **Background**

This guide was developed by the Fair Work Ombudsman to assist employers and employees covered by this modern award, pre-modern award and pay scales derived from this pre-modern award to identify minimum wages, penalties, loadings and allowances.

### **Transitional arrangements**

Modern awards commenced operation on 01 January 2010. However, minimum wage, loading and penalty entitlements commence from 01 July 2010. Almost all modern awards include provisions to 'transition' employers and employees from their pre-modern award to the modern award system.

This modern award includes transitional provisions that provide for the 'phasing in' of increases or decreases in minimum wages, penalties and loadings in the modern award in 5 increments over 4 years from 01 July 2010. All other terms and conditions in this modern award apply in full from 01 January 2010.

The rates in this guide are current from the first pay period on or after 01 July 2013. The rates set out in this guide will change from the first full period on or after 01 July each year to take account of Fair Work Australia's annual wage review and transitional arrangements. The rates may also change as a result of a Fair Work Australia decision to vary the modern award or pay and condition entitlements of the modern award from time to time.

### **Transitional arrangements for Division 2B State awards**

Division 2B State awards (other than Division 2B enterprise awards) terminate at the end of 31 December 2010 and, from 1 January 2011, employers and employees are covered by the relevant modern award. However, most modern awards provide that all the terms of Division 2B State awards continue to apply until the end of the full pay period which started before 1 February 2011.

The employers affected include sole traders, partnerships, other unincorporated entities and non-trading corporations in New South Wales, Queensland, South Australia and Tasmania who are covered by a Division 2B State award.

From the first full pay period starting on or after 1 February 2011, an employer who was covered by a Division 2B State award, must comply with all of the terms and conditions contained in their relevant modern award, and any transitional arrangements that apply. Transitional arrangements in most modern awards for Division 2B State award employers provide that from the first full pay period starting on or after 1 February 2011, they must pay at least the same minimum wage rates, penalties and loadings as national system employers who are transitioning from the equivalent NAPSA. There are some exceptions and special transitional arrangements that apply in certain situations. If you require help determining whether these exceptions or special transitional arrangements apply to you, please contact the Fair Work Infoline on 13 13 94.

Note: Modern awards are not intended to reduce an employee's take-home pay. An employee or his/her union can apply to Fair Work Australia for a take-home pay order to remedy any reduction in his/her overall take-home pay.

### **Who should use the guide?**

Employees and employers who were entitled to terms and conditions in or derived from this pre-modern award and who are now covered by this modern award.

A guide that has an AP (Pre-reform award) code typically applies to employees employed by a constitutional corporation. Usually these are companies that engage in trading or financial activities. Private companies are often identified by the 'Pty Ltd' in their name. It applies to employers in those categories who were bound by the award immediately prior to 01 January 2010.

A guide that has an AN (Notional agreement preserving State awards) code also typically applies to employees employed by a constitutional corporation. However, unlike pre-reform awards these are notional federal agreements that were created on 27 March 2006. Generally, they preserved the terms and conditions of employment (not including wage rates) in state awards and/or state legislation that applied immediately before 27 March 2006 to employees of constitutional corporations in NSW, QLD, SA, WA and TAS where State award/laws applied to those employers prior to 27 March 2006.

A guide that has an AT code typically applies to employees employed by non-constitutional corporations immediately before 27 March 2007 where the employer was bound by a Federal award. These will be sole traders, partnerships, other unincorporated entities or non-trading/financial corporations.

The guide contains information from this modern award about:

- who the modern award covers;
- wage rates, including rates for casual employees, junior employees, trainees and apprentices;
- penalty rates for working at particular times or under particular arrangements;
- allowances; and
- other conditions of employment.

### **What if an agreement applies to employees covered by the modern award?**

Minimum wage entitlements in a modern award override lesser wage entitlements in an agreement or contract of employment at all times, including agreements and contracts that were made before the commencement of the *Fair Work Act 2009*. All employees covered by the modern award must not be paid less than the rate of pay in the modern award.

However, the penalty rates and allowances in the modern award do not apply to agreement-covered employees, unless the agreement is read in conjunction with the

modern award (e.g. a pre-reform certified agreement (a type of collective agreement made before 27 March 2006)).

If you require assistance with any provisions of this guide please contact the **Fair Work Infoline** on **13 13 94**.

## **Coverage**

This industry award covers employers throughout Australia in the pest control industry and their employees in the classifications listed in this award to the exclusion of any other modern award. The award does not cover employers covered by the following modern awards:

- Clerks - Private Sector Award 2010
- Local Government Industry Award 2010, or
- Manufacturing and Associated Industries and Occupations Award 2010.

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

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

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

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

This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out above and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

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.

## **Wages**

This modern award includes transitional arrangements that apply to minimum wage entitlements from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award wages commence in full).

The following wage tables set out base rates of pay for classifications under the modern award.

It also sets out how the modern award classification matches up with pre-modern award classification. If there is no classification match the employee may be covered by another pre-modern award, or another modern award, such as a modern award that covers the employee's occupation rather than the industry.

The base rates of pay in this guide include any applicable industry allowance. The base rates of pay also include any increase from Fair Work Australia's annual wage review. For more information about transitional arrangements for minimum wage entitlements, please visit [www.fairwork.gov.au](http://www.fairwork.gov.au)

### Casual employees

The rates for casual employees set in the table below are minimum rates for **ordinary hours** only.

Please visit [www.fairwork.gov.au](http://www.fairwork.gov.au) for information about penalty entitlements for casual employees.

\*Post 26 March 2006 employer

Wage rates for casual employees of employers that became part of the national system after 26 March 2006 do not include annual leave loading because those employees did not have a pre-modern award entitlement to annual leave loading.

### Adult

The rates in this guide are current from the first pay period on or after 01 July 2013 until the final pay period before 01 July 2014 only.

### Full & Part Time

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Level 1	Fumigator, Trainee	\$16.52
Level 1	Fumigator, Grade 1	\$16.55
Level 1	Technician, Grade 1	\$16.55
Level 2	Technician, Trainee	\$16.85
Level 3	Fumigator, Grade 2	\$17.49
Level 3	Fumigator senior, Grade 3	\$17.49
Level 3	Technician, Grade 2	\$17.49
Level 3	Technician senior, Grade 3	\$17.49
Level 5	Inspector, Grade 4	\$19.24

### Casual

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)	Post 26 March 2006 employer*
Level 1	Fumigator, Trainee	\$20.63 (24.92%)	\$20.32 (23%)
Level 1	Fumigator, Grade 1	\$20.67 (24.92%)	\$20.36 (23%)
Level 1	Technician, Grade 1	\$20.67 (24.92%)	\$20.36 (23%)
Level 2	Technician, Trainee	\$21.05 (24.92%)	\$20.73 (23%)
Level 3	Fumigator, Grade 2	\$21.85 (24.92%)	\$21.51 (23%)

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>	<b>Post 26 March 2006 employer*</b>
Level 3	Fumigator senior, Grade 3	\$21.85 (24.92%)	\$21.52 (23%)
Level 3	Technician, Grade 2	\$21.85 (24.92%)	\$21.51 (23%)
Level 3	Technician senior, Grade 3	\$21.85 (24.92%)	\$21.52 (23%)
Level 5	Inspector, Grade 4	\$24.03 (24.92%)	\$23.66 (23%)

### **Junior**

Junior employees are not covered by this guide for the modern award and pre-modern award.

### **Apprentice**

Apprentice employees are not covered by this guide for the modern award and pre-modern award.

### **Trainee**

This modern award incorporates trainee rates derived from the National Training Wage Schedule (NTW Sch.), as adjusted from time to time.

### **Supported Wage**

Please refer to clause 14.2 of the modern award.

For detail of supported wage provisions see the 1 January 2010 version of the instrument.

### **Penalties and Loadings (other than casual or part-time loadings for ordinary hours)**

Where an employee had an entitlement to a loading/penalty rate before 01 January 2010 that is exactly the same as the modern award loading/penalty entitlement the modern award loading/penalty applies in full from 01 January 2010.

### **Transitional arrangements**

This modern award includes transitional arrangements that apply to loading/penalty entitlements where there is a difference in modern award and pre-modern award loading/penalty entitlements. Transitional arrangements apply from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award loadings/penalties apply in full).

Different arrangements apply depending on whether the entitlements are "equivalent" or not.

- A pre-modern award loading/penalty will be "equivalent" to a modern award entitlement where the loading/penalty applies:
  - for the same purpose (e.g. Saturday penalty);
  - for the same time periods; and
  - in the same way#.
    - #A pre-modern award and modern award loading/penalty applies in the same way if the entitlements are both:
      - paid at the same frequency, such as per hour or per shift; and

- paid as a percentage of the same amount (e.g. both penalties are paid as a percentage of the employee's classification rate, rather than as a percentage of a different amount or paid as a flat dollar amount).

Casual loadings and penalties also need to interact with each other in the same way in the pre-modern award and modern award to be equivalent (e.g. the loading and penalty rate are calculated on the base hourly rate in both instruments).

### Equivalent entitlements

If the pre-modern award loading/penalty rate is "equivalent" to the modern award loading/penalty rate the penalty rate is calculated as follows:

1. The difference between the two loading/penalty rates is referred to as a "transitional percentage". The transitional percentage stays the same every year.
2. A proportion of the transitional percentage is calculated each year as follows:

First full pay period on or after	Proportion of transitional percentage
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

3. Where the modern award loading/penalty is higher, the penalty rate is obtained by subtracting the proportion of the transitional percentage.

#### Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is higher.

1/01/2010 Pre-modern award penalty	1/07/2014 Modern award penalty	1/07/2010 Penalty rate (phased)
25%	50%	30%
50%	75%	55%
50%	100%	60%
75%	100%	80%

4. Where the modern award loading/penalty is lower, the penalty rate is obtained by adding the proportion of the transitional percentage.

#### Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is lower.

<b>1/01/2010</b>	<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Pre-modern award penalty</b>	<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
50%	25%	45%
75%	50%	70%
100%	50%	90%
100%	75%	95%

### Entitlements that are not equivalent

If pre-modern award and modern award penalty rates are not "equivalent", the following approach applies:

1. Loadings/penalty rates from a modern award are phased in from zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

<b>First full pay period on or after</b>	<b>Percent of modern award loading/penalty</b>
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

2. Pre-modern award loadings/penalty rates are phased out to zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

<b>First full pay period on or after</b>	<b>Percent of pre-modern award loading/penalty</b>
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

Please note that a pre-modern award penalty rate can be 'phased out' at the same time that a modern award penalty is 'phasing in' (i.e. where different entitlements apply in the same time period). This means that two different rates may apply for the same time period.

#### Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are not equivalent.

<b>1/01/2014</b>	<b>1/07/2010</b>
<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
	<b>(20.00%)</b>
10.00%	2.00%
20.00%	4.00%
25.00%	5.00%
50.00%	10.00%
75.00%	15.00%

<b>1/01/2010</b>	<b>1/07/2010</b>
<b>Pre-modern award penalty</b>	<b>Penalty rate (phased)</b>
	<b>(80.00%)</b>
10.00%	8.00%
20.00%	16.00%
25.00%	20.00%
50.00%	40.00%
75.00%	60.00%

<b>1/01/2014</b>	<b>1/07/2010</b>
<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
	<b>(20.00%)</b>
100.00%	20.00%
120.00%	24.00%
125.00%	25.00%
130.00%	26.00%
150.00%	30.00%

<b>1/01/2010</b>	<b>1/07/2010</b>
<b>Pre-modern award penalty</b>	<b>Penalty rate (phased)</b>
	<b>(80.00%)</b>
100.00%	80.00%
120.00%	96.00%
125.00%	100.00%
130.00%	104.00%
150.00%	120.00%

### New entitlements

Where an employee did not have a particular loading/penalty entitlement before 01 January 2010, the modern award loading/penalty is phased in from zero as a new entitlement from the first pay period on or after 01 July 2010 by multiplying the penalty rate by the following percentage:

<b>First full pay period on or after</b>	<b>Percent of modern award loading/penalty</b>
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

#### Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements in the modern award are new.

<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
25%	5%
50%	10%
75%	15%
100%	20%

For more information about transitional arrangements for loading/penalty entitlements please visit [www.fairwork.gov.au](http://www.fairwork.gov.au) and/or contact the **Fair Work Infoline** on **13 13 94** for advice and assistance.



## **Allowances**

Allowances in modern awards apply in full from 01 January 2010 (although the rates may change from time to time).

### **All states covered by this instrument Full Time, Part Time, Casual**

<b>Clause</b>	<b>Allowance Type</b>	<b>Description</b>	<b>Effective Date</b>	<b>Rate</b>
15.1	Leading hand allowance	<p><u>In charge of 2 to 10 employees</u></p> <p>A leading hand will be paid the higher of the rate prescribed for the highest class of work supervised or their own classification rate together with an additional allowance.</p> <p>(3.99% of the standard weekly rate per week x 38 = 151.62% of the standard hourly rate per hour)</p>	1/07/2013	<p>\$0.6980 per hour.</p> <p>This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (3.99%)</p>
15.1	Leading hand allowance	<p><u>In charge of 11 to 21 employees</u></p> <p>A leading hand will be paid the higher of the rate prescribed for the highest class of work supervised or their own classification rate together with an additional allowance.</p> <p>(5.97% of the standard weekly rate per week x 38 = 226.86% of the standard hourly rate per hour)</p>	1/07/2013	<p>\$1.0444 per hour.</p> <p>This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (5.97%)</p>
15.1	Leading hand allowance	<p><u>In charge of more than 21 employees</u></p>	1/07/2013	<p>\$1.4188 per hour.</p>

Clause	Allowance Type	Description	Effective Date	Rate
		<p>A leading hand will be paid the higher of the rate prescribed for the highest class of work supervised or their own classification rate together with an additional allowance.</p> <p>(8.11% of the standard weekly rate per week x 38 = 308.18% of the standard hourly rate per hour)</p>		<p>This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (8.11%)</p>
15.2	Other	<p><b>Verminous/decomposed human body allowance</b></p> <p>An employee required to treat a verminous or decomposed human body will be paid an additional allowance on each occasion.</p> <p>(11.96% of the standard weekly rate per week x 38 = 454.48% of the standard hourly rate per hour)</p>	1/07/2013	\$79.5101 per occasion (454.48%)
15.3	Disabilities allowance	<p><u>Work performed in fumigation depot allowance</u></p> <p>An additional allowance will be paid for each day on which work is performed in, or in connection with, fumigation depots carrying out the process of tent, vacuum tank or container fumigation. This allowance is paid in recognition of all disabilities encountered by employees working in fumigation depots.</p> <p>(0.93% of the standard weekly rate per week x 38 = 35.34% of the standard hourly rate per hour)</p>	1/07/2013	\$6.1826 per day (35.34%)
15.4	First aid allowance	<p>An employee who has been trained to render first aid, who holds a current first aid qualification and who is appointed by</p>	1/07/2013	\$0.3709 per hour.

Clause	Allowance Type	Description	Effective Date	Rate
		<p>the employer to perform first aid duty will be paid an additional allowance per week. Employees will be reimbursed for the cost of maintenance of a first aid kit upon presentation of receipts, if the kit is not provided by the employer.</p> <p>(2.12% of the standard weekly rate per week x 38 = 80.56% of the standard hourly rate per hour)</p>		<p>This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (2.12%)</p>
15.5	Meal allowance	<p>An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work will either be supplied with a meal by the employer or paid an allowance for the first and subsequent meals. If an employee pursuant to notice has provided their own meal and is not required to work overtime or is required to work less than the amount advised, they will be paid the allowance for those meals they have provided themselves.</p>	1/07/2013	\$12.8400 per occasion
15.6	Vehicle allowance	<p>An employee who by agreement with the employer uses the employee's own motor vehicle in the course of the employer's business will be paid an allowance per kilometre travelled.</p>	1/07/2013	\$0.7600 per kilometre
15.7(a)	Away from home/ usual place of employment	<p><u>Country work</u></p> <p>An employee sent to country work, i.e. away from the employee's usual place of residence, will be paid an allowance per night to cover the costs of lodging and all meals, or provided with board and lodging as agreed between the employer and employee.</p>	1/07/2013	\$82.1800 per night

Clause	Allowance Type	Description	Effective Date	Rate
15.7(c)	Away from home/ usual place of employment	<p><u>Country work</u></p> <p>An employee sent from one place to another, i.e. away from their usual place of residence, will be paid a meal allowance for each meal. This allowance will not be payable if the employee is otherwise entitled to a meal allowance as outlined elsewhere in this award.</p>	1/07/2013	\$7.9500 per meal

### **Other Conditions**

The following conditions in the modern award apply in full from 1 January 2010. Please note that the below table is a summary of commonly applicable entitlements in the modern award, there may be other entitlements in the modern award that are relevant to particular employers or employees. Please refer to the modern award for full details.

**Note:** The National Employment Standards (**NES**) operate together with modern awards to provide minimum conditions of employment for employers and employees in the national system. The NES sets out ten minimum statutory entitlements that apply to all employees, including leave and termination of employment entitlements.

For more information about the NES, please visit [www.fairwork.gov.au](http://www.fairwork.gov.au)

### **All states covered by this instrument**

Clause	Conditions Type	Description
7	Award flexibility (Instrument)	<p>An employer and an individual employee may agree to vary the following terms of this award to meet the genuine needs of the employer and the individual employee with respect to:</p> <ul style="list-style-type: none"> <li>- arrangements for when work is performed</li> <li>- overtime rates</li> <li>- penalty rates</li> <li>- allowances</li> <li>- leave loading.</li> </ul> <p>Other conditions concerning award flexibility are contained within the Fair Work Act 2009.</p>

Clause	Conditions Type	Description
8	Consultation (Instrument)	<p>The award contains information on the employer's responsibility to consult regarding major workplace change including the:</p> <ul style="list-style-type: none"> <li>- duty to notify, and</li> <li>- duty to discuss change.</li> </ul>
9	Dispute resolution (Instrument)	<p>The award sets out a dispute resolution procedure for dealing with disputes in relation to a matter under the award or the National Employment Standards (NES).</p>
10.4	Part-time conditions (Instrument)	<p>A part-time employee is an employee who:</p> <ul style="list-style-type: none"> <li>- is engaged to work less than full-time hours of 38 ordinary hours per week,</li> <li>- has reasonably predictable hours of work, and</li> <li>- receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</li> </ul> <p>At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.</p> <p>Any agreed variation to the hours of work will be in writing.</p> <p>A part-time employee must be engaged for a minimum of three consecutive hours per start including if called in for a separate engagement for overtime.</p> <p>All time worked in excess of the hours agreed or varied, as outlined above, will be overtime and paid for at the rates prescribed in this award.</p> <p>An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with this award.</p> <p>A part-time employee under the provisions of this clause must be paid for each ordinary hour worked at the rate of 1/38th of the weekly rate prescribed for the appropriate classification.</p>

Clause	Conditions Type	Description
10.5	Casual conditions (Instrument)	<p>Subject to part-time employment conditions outlined in this award, a casual employee is an employee who is engaged and paid as such. A casual employee is engaged to work less than 38 hours per week.</p> <p>The employment of a casual employee is terminable with one hour's notice by either the employer or the employee.</p> <p>A casual employee must be paid an hourly rate of 1/38th of the weekly rate prescribed for the appropriate classification plus a loading for all hours worked.</p> <p>The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment provided for in this award.</p> <p>A casual employee must be paid for a minimum of three hours for each start on any day.</p>
11.2	Termination of employment - notice of termination by an employee (Instrument)	The notice of termination required to be given by an employee is the same as an employer except there is no requirement to give additional notice based on age. If an employee fails to give the required notice the employer may withhold from any monies due on termination, the difference between the amount of notice required and the amount of notice actually given.
11.3	Termination of employment - job search entitlement (Instrument)	Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.
12.2	Redundancy - transfer to lower paid duties (Instrument)	Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. Alternatively, the employer may choose to pay the employee the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.
12.3	Redundancy - employee leaving during notice period (Instrument)	An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

Clause	Conditions Type	Description
12.4	Redundancy - job search entitlement (Instrument)	<p>An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.</p> <p>If the employee has been allowed paid leave for more than one day, the employee must, by request, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.</p>
12.5	Redundancy - transitional provisions (Instrument)	<p>An employee is entitled to redundancy pay in accordance with the NAPSA that would have applied immediately prior to 1 January 2010 and that would have entitled the employee to redundancy pay in excess of the employee's entitlement under the NES. This includes employees engaged after 1 January 2010.</p> <p>The entitlement to redundancy pay under the NAPSA is limited to the amount which exceeds the entitlement under the NES.</p> <p>This clause does not reduce an employee's entitlement to redundancy pay under any other instrument and ceases to operate on 31 December 2014.</p>
15.7(b)	Away from home/usual place of employment (Instrument)	<p><u>Country work</u></p> <p>Time occupied in travelling to and from country work will be paid for at ordinary rates in addition to wages otherwise earned, provided that an employee will not be paid for more than eight hours occupied in travelling on any one day. A day for the purposes of this subclause means from midnight on one day to midnight on the next day.</p>
15.7(d)	Away from home/usual place of employment (Instrument)	<p><u>Country work</u></p> <p>Where transport is not provided by the employer, all employees will be entitled to travel to and from country work on terms agreed between the employer and the employee.</p>
15.7(e)	Away from home/usual place of employment (Instrument)	<p><u>Country work</u></p> <p><b>Country work</b> means employment at a place which requires the employee to live away from their usual place of residence.</p>

Clause	Conditions Type	Description
15.8	Clothing, equipment and tools (Instrument)	<p><u>Safety clothing and equipment</u></p> <p>An employer will provide and maintain all equipment required for the carrying out of a job.</p> <p>Where reasonably required, such equipment will include suitable respirators, goggles, boots and/or gloves.</p> <p>Such equipment will remain the property of the employer and will be replaced by the employee if lost by them or destroyed through the employee's negligence; provided that reasonable facilities are made available by the employer for the safe keeping of such equipment.</p> <p>The employer will provide, and maintain free of charge, all necessary protective clothing for the use of employees. Such clothing will be issued in good condition and be retained by the employees during the period of their employment. It will be replaced by the employer when required. Such protective clothing will, among other things, include overalls and/or dust coats.</p> <p>Employees will use in the proper manner the appropriate protective clothing and equipment provided and required to be used by the employer, and will comply with any other specified safe working requirements.</p>
16	District allowance (Instrument)	<p>An employee in the Northern Territory or Western Australia is entitled to payment of a district allowance in accordance with the provisions of an award or NAPSA under the Workplace Relations Act 1996 that would have applied to the employee immediately prior to 1 January 2010, providing that employee was not bound by an agreement under that Act.</p> <p>This clause ceases to operate on 31 December 2014.</p>
17	Accident pay (Instrument)	<p>An employee is entitled to accident pay in accordance with the terms of:</p> <ul style="list-style-type: none"> <li>- a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the Workplace Relations Act 1996 (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee, and</li> <li>- that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.</li> </ul>



Clause	Conditions Type	Description
		<p>The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.</p> <p>This clause does not reduce an employee's entitlement to accident pay under any other instrument and ceases to operate on 31 December 2014.</p>
18.2	Method of payment (Instrument)	An employer may pay an employee's wages by electronic funds transfer into a bank or financial institution nominated by the employee or by cash or cheque.
18.3	Payment of wages (Instrument)	<p><u>Time of payment - cash or cheque</u></p> <p>If payment is by cash or cheque, wages will be paid during ordinary working hours.</p>
19	Superannuation (Instrument)	<p>The award contains information on:</p> <ul style="list-style-type: none"> <li>- the employers responsibility to make superannuation contributions to a superannuation fund</li> <li>- the ability for an employee to authorise their employer to pay on their behalf contributions to a superannuation fund</li> <li>- the employers responsibility to make superannuation contributions to another superannuation fund that is chosen by the employee.</li> </ul>
20.1	Hours of work (Instrument)	<p><u>Ordinary hours of work and rostering</u></p> <p>The ordinary hours of work will be an average of 38 hours per week over a maximum work cycle of four weeks.</p>
20.2	Hours of work (Instrument)	<p><u>Ordinary hours of work and rostering</u></p> <p>Where there is agreement between the employer and employee ordinary hours may be worked in one of the following ways:</p> <ul style="list-style-type: none"> <li>- by working a 19 day, four week cycle of eight hours per day in accordance with the provisions of this clause, with 15 minutes per day worked accruing as an entitlement to take a rostered day off on what would otherwise be a working day in each four week cycle,</li> </ul>

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> <li>- provided that where the objective is for employees to have more than one rostered day off in a normal four week cycle by mutual agreement between the employer and the majority of employees in an establishment, the employer and employees may agree that the ordinary hours exceed more than the standard hours fixed for a day's work, but not exceed 10 on any one day, thus enabling a rostered day off on a day Monday to Friday to be taken more frequently than would otherwise apply,</li> <li>- by employees working shorter hours on each day, or</li> <li>- by employees working shorter hours on one or more days of each week.</li> </ul>
20.3	Hours of work (Instrument)	<p><u>Ordinary hours of work and rostering</u></p> <p>Every employer will notify the hours at which the employee is required to commence and cease work. Work done outside the hours notified will be paid at overtime rates.</p>
20.4	Hours of work (Instrument)	<p><u>Ordinary hours of work and rostering</u></p> <p>Once the times of beginning and ceasing work have been determined they will not be altered without the giving of one week's notice.</p>
20.5	Hours of work (Instrument)	<p><u>Ordinary hours of work and rostering</u></p> <p>Once a cycle as outlined above has been agreed upon and implemented, it will not be varied until that cycle has been completed.</p>
20.6	Hours of work (Instrument)	<p><u>Ordinary hours of work and rostering</u></p> <p>Where a rostered day off falls on a public holiday the next working day will be taken as the rostered day off, provided that by mutual agreement between the employer and employee another working day may be substituted.</p>
20.7	Hours of work (Instrument)	<p><u>Day workers</u></p>

Clause	Conditions Type	Description
		Except where otherwise provided the standard ordinary hours of work for day workers will not exceed 38 hours per week. The ordinary hours are to be worked in not more than five shifts of 7.6 hours on any day, Monday to Sunday inclusive, between the hours of 6.00 am and 6.00 pm.
20.8	Hours of work (Instrument)	<p><u>Shiftworkers</u></p> <p>The standard ordinary hours of work for shiftworkers will not, except as provided elsewhere in this clause, exceed 38 hours per week. The ordinary hours are to be worked in not more than five shifts of 7.6 hours on any day, Monday to Sunday inclusive. These ordinary hours will be worked continuously except for meal breaks, crib breaks and rest periods.</p>
20.9	Hours of work (Instrument)	<p><u>Twelve-hour shifts</u></p> <p>By agreement between an employer, and the majority of employees in an establishment or the work location concerned, ordinary hours not exceeding 12 on any day may be worked subject to:</p> <ul style="list-style-type: none"> <li>- proper health monitoring procedures being introduced,</li> <li>- suitable rostering arrangements being made, and</li> <li>- proper supervision being provided (where applicable).</li> </ul>
21.1	Breaks - meal (Instrument)	<p><u>Meal and crib breaks</u></p> <ul style="list-style-type: none"> <li>- An employee will be entitled to an unpaid meal break of not less than 30 minutes per day or shift. The break must have commenced not later than five hours after the start of the employee's ordinary working hours.</li> <li>- An employee who is required to work for more than two hours beyond their normal ceasing time in any day will be allowed a crib break of 20 minutes at ordinary rates. After each further four hours worked an employee will be entitled to a further crib break of 20 minutes without deduction of pay, if the employee continues working after such crib break.</li> <li>- An employer may organise breaks to be taken at such times that they will not interfere with the continuity of work.</li> </ul>

<b>Clause</b>	<b>Conditions Type</b>	<b>Description</b>
21.2	Breaks - rest (Instrument)	An employee will be entitled to one rest period of 10 minutes duration to be taken prior to the meal period and a further rest period of 10 minutes duration after the meal period where the employee is required to work more than six hours on any day or shift. The rest periods will be taken at times that will not interfere with the continuity of work. Such periods are to be counted as time worked.
21.3	Breaks (Instrument)	<u>Washing time</u>  An employee will be entitled to a period of 10 minutes before each meal break and a further period of 10 minutes duration before ceasing work each day for the purpose of washing and changing their clothes. Such periods are to be counted as time worked.
22.1(b)	Overtime - other (Instrument)	An employee required to work overtime which is not continuous with ordinary hours will be paid a minimum of four hours at the appropriate rate.
22.1(c)	Overtime - other (Instrument)	An employee required to work during their meal break will be paid at overtime rates until the meal break is taken.
22.2	Rest period after overtime duty (Instrument)	When overtime work is necessary it will, wherever reasonably practicable be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days. An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to this subclause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.  The provisions of this subclause will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked in the following circumstances: - for the purpose of changing shift rosters, or - where a shift is worked by arrangement between the employees themselves.
22.3	Call-back (Instrument)	An employee recalled to work overtime after leaving the employer's business premises, whether notified before or after leaving the premises, will be paid for a minimum of four hours' work at the appropriate overtime rate for each time so recalled.

Clause	Conditions Type	Description
23.5	Shiftwork (Instrument)	The shift work penalties outlined in this award, are not payable where an employee is entitled to another penalty for overtime, weekends or public holidays.
24.2	Annual leave - shiftworkers (Instrument)	For the purpose of the additional week of annual leave for shiftworkers provided for in the NES, a <b>shiftworker</b> is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.  Where an employee with 12 months' continuous service is engaged for part of the 12 month period as a seven day shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.
24.3	Annual leave - paid leave in advance of accrued entitlement (Instrument)	By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.
24.4	Annual leave - excessive leave (Instrument)	An employer can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:  - the employee has eight weeks or more of annual leave accrued, and - the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.
24.5	Annual leave loading (Instrument)	Before the start of an employee's annual leave the employer must pay the employee:  - instead of the base rate of pay referred to in the NES, the amount the employee would have earned for working their ordinary hours had they not been on leave, and - an additional loading of 17.5% of the employee's minimum rate, plus industry and first aid allowances where appropriate or, if they were a shiftworker prior to entering leave, their shift penalty, whichever is greater.
24.6	Annual leave - close-down (Instrument)	Where an employer intends temporarily to close the place of employment or a section of it for the purpose, among others, of allowing annual leave to the employees concerned or a majority of them, the employer may give those employees one month's notice in writing of an intention to close-down.

Clause	Conditions Type	Description
		<p>In the case of any employee engaged after notice has been given, notice must be given to that employee on the date of their engagement.</p> <p>Any employee who has accrued sufficient annual leave at the date of closing must be:</p> <ul style="list-style-type: none"> <li>- given annual leave commencing from the date of closing, and</li> <li>- be paid 1/12th of their ordinary pay for any period of employment between accrual of the employee's right to the annual leave and the date of closing.</li> </ul> <p>Any employee who has not accrued sufficient annual leave at the date of closing must be:</p> <ul style="list-style-type: none"> <li>- given leave without pay as from the date of closing, and</li> <li>- paid for any public holiday during such leave for which the employee is entitled to payment.</li> </ul>

### **Frequency of Payment**

Wages, including overtime, penalties and allowances, must be paid weekly or fortnightly.

**IMPORTANT NOTE: Disclaimer**

The Fair Work Ombudsman (FWO) is committed to providing useful, reliable information to help you understand your rights and obligations under workplace laws. The Pay and Conditions Guides are provided for that purpose.

There are factors that may affect the information contained in these Guides. These include:

- changes to pay rates, allowances, penalties or modern award provisions; eg after FWA's annual wage review which takes effect on 1 July each year
- changes to the Fair Work Act or other relevant legislation
- decisions of courts or Fair Work Australia, in particular regarding the effect of provisions in modern awards and pre-modern awards where those differ from the approach taken by the FWO.

The FWO will consider these matters and where appropriate update the Guides.

It is your responsibility to comply with workplace laws and industrial instruments that apply to you.

The information contained in these Pay and Conditions Guides is:

- general in nature and may not deal with all aspects of the law that are relevant to your specific situation; and
- not legal advice.

Therefore you may wish to seek your own independent professional advice to ensure all the factors relevant to your circumstances are properly considered.