

### PAY AND CONDITIONS GUIDE

#### **Storage Services and Wholesale Award 2010 [MA000084]**

('modern award')

replacing terms and conditions in or derived from

#### **Cold Storage And Ice Employees (State) Award [AN120145]**

('pre-modern award')

**(NSW)**

Effective from 01 July 2013.

Published 26 February 2014 

#### **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 storage services and wholesale industry and their employees in the classifications of this award.

Notwithstanding the above, the award does not cover:

- (a) an employer who is covered by another modern award that contains classifications relating to functions included within the definition of the storage services and wholesale industry with respect to any employee who is covered by that award
- (b) employees or their employers 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
- (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, or
- (d) the Road Transport and Distribution Award 2010.

This award covers any employer which supplies labour on an on-hire basis in the industry set out in this instrument 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 in this instrument 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.

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

Where an employer is covered by more than one award, the applicable award will be determined 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**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
<b>Storeworker</b>		
Grade 1, On commencement	Employee grade 1	\$17.29
Grade 1, On commencement	At 20 and under 21 years of age	\$17.07
Grade 1, After 3 months	Employee grade 2 (inside hand)	\$17.47
Grade 1, After 3 months	At 20 and under 21 years of age	\$17.25
Grade 1, After 12 months	Employee grade 2 (inside hand)	\$17.64
Grade 1, After 12 months	At 20 and under 21 years of age	\$17.43

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Grade 2	Employee grade 3 (forklift driver)	\$17.78
Grade 2	At 20 and under 21 years of age	\$17.56
Grade 3	Employee grade 4	\$18.21
Grade 3	At 20 and under 21 years of age	\$18.00
Grade 4	At 20 and under 21 years of age	\$18.44
Grade 4	Employee grade 5	\$18.73

### Casual

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)	Post 26 March 2006 employer*
<b>Storeworker</b>			
Grade 1, On commencement	Employee grade 1	\$21.41 (23.83%)	\$21.09 (22%)
Grade 1, On commencement	At 20 and under 21 years of age	\$21.14 (23.83%)	\$20.83 (22%)
Grade 1, After 3 months	Employee grade 2 (inside hand)	\$21.63 (23.83%)	\$21.31 (22%)
Grade 1, After 3 months	At 20 and under 21 years of age	\$21.37 (23.83%)	\$21.05 (22%)
Grade 1, After 12 months	Employee grade 2 (inside hand)	\$21.85 (23.83%)	\$21.52 (22%)
Grade 1, After 12 months	At 20 and under 21 years of age	\$21.58 (23.83%)	\$21.26 (22%)
Grade 2	Employee grade 3 (forklift driver)	\$22.01 (23.83%)	\$21.69 (22%)
Grade 2	At 20 and under 21 years of age	\$21.75 (23.83%)	\$21.43 (22%)
Grade 3	Employee grade 4	\$22.56 (23.83%)	\$22.22 (22%)
Grade 3	At 20 and under 21 years of age	\$22.29 (23.83%)	\$21.96 (22%)
Grade 4	At 20 and under 21 years of age	\$22.83 (23.83%)	\$22.50 (22%)
Grade 4	Employee grade 5	\$23.19 (23.83%)	\$22.85 (22%)

### Junior

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 Storeworker

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Under 16 years of age, On commencement	Under 17 years of age	\$7.34

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
16 years of age, On commencement	Under 17 years of age	\$8.75
17 years of age, On commencement	17 and under 18 years of age	\$10.23
18 years of age, On commencement	At 18 and under 19 years of age	\$12.03
Under 16 years of age, After 3 months	Under 17 years of age	\$7.42
16 years of age, After 3 months	Under 17 years of age	\$8.86
17 years of age, After 3 months	17 and under 18 years of age	\$10.34
18 years of age, After 3 months	At 18 and under 19 years of age	\$12.16
Under 16 years of age, after 12 months	Under 17 years of age	\$7.49
16 years of age, After 12 months	Under 17 years of age	\$8.96
17 years of age, After 12 months	17 and under 18 years of age	\$10.44
18 years of age, After 12 months	At 18 and under 19 years of age	\$12.28

### **Casual Storeworker**

<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>
Under 16 years of age, On commencement	Under 17 years of age	\$9.09 (23.83%)	\$8.96 (22%)
16 years of age, On commencement	Under 17 years of age	\$10.83 (23.83%)	\$10.67 (22%)
17 years of age, On commencement	17 and under 18 years of age	\$12.67 (23.83%)	\$12.48 (22%)
18 years of age, On commencement	At 18 and under 19 years of age	\$14.90 (23.83%)	\$14.68 (22%)
Under 16 years of age, After 3 months	Under 17 years of age	\$9.18 (23.83%)	\$9.05 (22%)
16 years of age, After 3 months	Under 17 years of age	\$10.97 (23.83%)	\$10.81 (22%)
17 years of age, After 3 months	17 and under 18 years of age	\$12.80 (23.83%)	\$12.61 (22%)
18 years of age, After 3 months	At 18 and under 19 years of age	\$15.05 (23.83%)	\$14.83 (22%)
Under 16 years of age, after 12 months	Under 17 years of age	\$9.27 (23.83%)	\$9.13 (22%)
16 years of age, After 12 months	Under 17 years of age	\$11.10 (23.83%)	\$10.94 (22%)

<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>
17 years of age, After 12 months	17 and under 18 years of age	\$12.93 (23.83%)	\$12.74 (22%)
18 years of age, After 12 months	At 18 and under 19 years of age	\$15.20 (23.83%)	\$14.98 (22%)

### **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 15.4 of the modern award.

For detail of supported wage provisions see the full version of the modern award.

### **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.

1/01/2010 Pre-modern award penalty	1/07/2014 Modern award penalty	1/07/2010 Penalty rate (phased)
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:

First full pay period on or after	Percent of modern award loading / penalty
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:

First full pay period on or after	Percent of pre-modern award loading / penalty
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.

1/01/2014 Modern award penalty	1/07/2010 Penalty rate (phased) (20.00%)
10.00%	2.00%
20.00%	4.00%
25.00%	5.00%
50.00%	10.00%
75.00%	15.00%
100.00%	20.00%
120.00%	24.00%
125.00%	25.00%
130.00%	26.00%
150.00%	30.00%

1/01/2010 Pre-modern award penalty	1/07/2010 Penalty rate (phased) (80.00%)
10.00%	8.00%
20.00%	16.00%
25.00%	20.00%
50.00%	40.00%
75.00%	60.00%
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 are calculated on percentages of the standard rate, the adult classification, Storeworker grade 4, which is \$641.10 per week.**

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>
16.1	Meal allowance	An employee who works overtime in excess of one hour after the usual finishing time will be paid an allowance. This will not be payable to an employee who can reasonably return home for a meal.	1/07/2013	\$15.1400 per meal
16.2	First aid allowance	An employee, qualified to St John Ambulance standard or equivalent, if requested to act as the first aid attendant will be paid an allowance per week.  An employee, requested to obtain first aid attendant qualifications (St John Ambulance standard or equivalent) will, on attaining such qualification, be reimbursed by the employer for the cost of approved books/manuals and other approved out-of-pocket expenses associated with attending the first aid course.	1/07/2013	\$0.2875 per hour.  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). (1.50%)
16.7(a)	Cold work disability allowance	Employees required to work in cold temperatures will be paid the minimum rates prescribed with an additional rate per hour or part thereof as follows:  from -15.6°C (4°F) down to -18.9°C (-2°F)	1/07/2013	\$0.7283 per hour (3.80%)

Clause	Allowance Type	Description	Effective Date	Rate
		(0.1% of the standard rate per hour)		
16.7(b)	Cold work disability allowance	Employees required to work in cold temperatures will be paid the minimum rates prescribed with an additional rate per hour or part thereof as follows: Less than -18.9°C (-2°F) down to -23.3°C (-10°F)  (0.15% of the standard rate per hour)	1/07/2013	\$1.0925 per hour (5.70%)
16.7(c)	Cold work disability allowance	Employees required to work in cold temperatures will be paid the minimum rates prescribed with an additional rate per hour or part thereof as follows:  Less than -23.3°C (-10°F)  (0.2% of the standard rate per hour)	1/07/2013	\$1.4566 per hour (7.60%)

### **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>
8	Facilitative provisions (Instrument)	<p><b>Agreement to vary award provisions</b></p> <p>This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or enterprise level.</p> <p>The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.</p> <p><b>Facilitation by individual agreement</b></p> <p>(a) The following facilitative provisions can be utilised upon agreement between an employer and an employee:</p> <ul style="list-style-type: none"> <li>(i) Travelling allowances</li> <li>(ii) Hours of work—ordinary hours</li> <li>(iii) Hours of work—days of the week</li> <li>(iv) Hours of work—spread of hours</li> <li>(v) Hours of work—normal rostered day off</li> <li>(vi) Shiftwork—transfer to or from shiftwork.</li> </ul> <p>(b) The agreement reached must be recorded in writing and kept as a time and wages record.</p>

Clause	Conditions Type	Description
		<p><b>Facilitation by majority agreement</b></p> <p>(a) The following facilitative provisions can be agreed between the employer and the majority of employees in the workplace or part of it. Once such an agreement has been reached, this may used between the employer and an individual employee without the need for the majority to be consulted:</p> <ul style="list-style-type: none"> <li>(i) Payment of wages—electronic funds transfer</li> <li>(ii) Hours of work—ordinary hours</li> <li>(iii) Hours of work—days of week</li> <li>(iv) Hours of work—spread of hours</li> <li>(v) Hours of work—maximum number of hours</li> <li>(vi) Shift rosters.</li> </ul> <p>(b) The agreement reached must be recorded in writing and kept as a time and wages record.</p>
9	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>
10	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>
11.3	Part-time conditions (Instrument)	<p><b>Part-time employment</b></p> <p>(a) An employer may employ part-time employees in any classification in this award.</p> <p>(b) A part-time employee:</p> <ul style="list-style-type: none"> <li>- works fewer than full-time hours of 38 per week</li> <li>- has reasonably predictable hours of work</li> </ul>

Clause	Conditions Type	Description
		<p>- receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</p> <p>(c) At the time of engagement the employer and the part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.</p> <p>(d) Any agreed variation to the regular pattern of work will be recorded in writing.</p> <p>(e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>(f) All time worked in excess of the hours as mutually arranged will be overtime and paid for at overtime and penalty rates.</p> <p>(g) A part-time employee must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.</p> <p>(h) Commencement of part-time work and return from part-time to full-time work will not break the continuity of service or employment.</p> <p>(i) 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.</p>
11.4	Casual conditions (Instrument)	<p>A casual employee is one engaged and paid as such and will be guaranteed not less than four hours engagement every start.</p> <p>Casual work will be paid for at the ordinary wage rate with an addition of 25%.</p>
12.2	Termination of employment - notice of termination by an employee (Instrument)	<p>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.</p>

Clause	Conditions Type	Description
12.3	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.
13.2	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.
13.3	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.
13.4	Redundancy - job search entitlement (Instrument)	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.  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.
13.5	Redundancy - transitional provisions (Instrument)	An employee is entitled to redundancy pay in accordance with the NAPSA that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee, 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.  The entitlement to redundancy pay under the NAPSA is limited to the amount which exceeds the entitlement under the NES.  This clause does not reduce an employee's entitlement to redundancy pay under any other instrument and ceases to operate on 31 December 2014.
16.4	Clothing, footwear and/ or equipment	<b>Tools to be provided by employer</b>

Clause	Conditions Type	Description
	(Instrument)	If tools are not provided by the employer, employees will be fully reimbursed for the cost of purchasing or supplying such tools.
16.5	Clothing, footwear and/or equipment (Instrument)	<p><b>Protective clothing and uniforms reimbursement</b></p> <p>(a) In respect of:</p> <ul style="list-style-type: none"> <li>- any person employed in a paint manufacturer's store or</li> <li>- any employee whose work normally involves the lifting or carrying of crates or similar containers which are likely to damage clothing</li> </ul> <p>the employer will reimburse an employee for the cost of purchasing overalls. This will not apply where the employer provides the overalls.</p> <p>(b) Where an employee is required to wear any special uniform, dress or clothing, such uniform, dress or clothing will either be supplied and laundered by the employer, or the employer will reimburse the employee for the cost of laundering and purchase of such clothing.</p> <p>(c) Where it is agreed between the employer and the employee that the work normally performed by the employee is of an unusually dirty, wet or obnoxious nature, suitable protective clothing and/or footwear will be supplied by the employer, or else the employer will reimburse the employee for the cost of such protective clothing and footwear.</p>
17	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, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee.</p> <p>This clause ceases to operate on 31 December 2014.</p>
18	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</li> </ul>

Clause	Conditions Type	Description
		<p>employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and</p> <ul style="list-style-type: none"> <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> <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>
19	Higher duties (Instrument)	<p>Where a weekly employee performs work temporarily at a classification higher than that under which the employee is engaged or deemed to be working, the employee will be paid as follows:</p> <ul style="list-style-type: none"> <li>- Up to three hours on any one day—the rate prescribed for such higher classification with a minimum of one hour.</li> <li>- Over three hours on any one day—a full day's pay at the rate prescribed for such higher classification.</li> <li>- Over 20 hours in any one week—a full week's pay.</li> </ul> <p>A weekly employee must not suffer any reduction in wages during any week by reason of the employee performing work for a part of such week at a classification lower than that under which the employee was engaged or deemed to be working.</p>
20.2, 20.3 and 20.4	Method of payment (Instrument)	<p>Wages must be paid by cash or cheque during working hours or by electronic funds transfer into the employee's bank or other recognised financial institution account.</p> <p><b>Payment of wages on termination of employment</b></p> <p>On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee on the next working day.</p>

Clause	Conditions Type	Description
		<p><b>From the first full pay period commencing on or after 17 December 2013</b>, on termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee as soon as reasonably practicable and within two working days after the termination.</p> <p><b>Public holiday or day off coinciding with pay day</b></p> <p>Where an employee's pay day falls on a public holiday or an employee's off day, due to the arrangement of ordinary working hours, the employee must be paid on the working day preceding pay day.</p> <p><b>From the first full pay period commencing on or after 17 December 2014</b>, where an employee is paid wages by cash or cheque and the employee is, by virtue of the day being a public holiday or of the arrangement of the employee's ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the working day preceding pay day. However, if the employer is able to make suitable arrangements and the employee agrees, wages may be paid on the working day immediately following pay day.</p>
21	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>
22.1	Hours of work (Instrument)	<p><b>Ordinary hours of work—day workers</b></p> <ul style="list-style-type: none"> <li>- The ordinary hours of work will be an average of 38 hours per week Monday to Friday inclusive, spread over a period of four weeks.</li> <li>- The ordinary hours will be worked on four or five days of not more than eight hours (Monday to Friday inclusive) each continuously, except for meal breaks, at the discretion of the employer.</li> <li>- An employee may work up to 10 ordinary hours in a day, subject to agreement between the employer and the majority of employees concerned or between the employee and the employer.</li> </ul>

Clause	Conditions Type	Description
		<p>- The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned or between the employee and the employer.</p> <p>- The ordinary hours as specified in this award over a period of four weeks, may be implemented by employees working less than eight ordinary hours on one or more days a week or by rostering employees off on days during a particular work cycle so that each employee has one day off during that work cycle.</p>
22.2	Hours of work (Instrument)	<p><b>Spread of hours</b></p> <p>- Ordinary hours will be worked between 7.00 am and 5.30 pm.</p> <p>- The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or between the employee and the employer.</p>
22.3	Hours of work (Instrument)	<p><b>Changing ordinary hours of work</b></p> <p>An employer will not alter the starting and finishing times in any establishment without giving one week's notice.</p>
22.4	Hours of work (Instrument)	<p><b>Rostered days off</b></p> <p>Where a system of working is adopted to allow one rostered day off in each four weeks an employee will not be entitled to more than 12 such rostered days off in any 12 month period.</p> <p><u>Notice of rostered days off</u></p> <p>Where, by virtue of the arrangement of the employee's ordinary working hours, an employee is entitled to a rostered day off, such employee will be advised by the employer at least four weeks in advance of the weekday the employee is to take off.</p> <p><u>Flexibility in relation to rostered days off</u></p>

Clause	Conditions Type	Description
		<p>An individual employee, with the agreement of the employer may substitute the day the employee is to take off for another day.</p> <p><u>Rostered days off—substitute days</u></p> <p>An employer with the agreement of the majority of employees concerned may substitute a rostered day off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.</p>
22.5	Hours of work (Instrument)	<p><b>Make-up time</b></p> <ul style="list-style-type: none"> <li>- An employee may elect, with the consent of the employer, to work make-up time, under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours.</li> <li>- An employee on shiftworker may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.</li> <li>- An agreement will have to be recorded at the time of agreement on each occasion that the employee elects to use this provision.</li> </ul>
23.1	Breaks - meal (Instrument)	<p><b>Time for taking meal breaks</b></p> <ul style="list-style-type: none"> <li>- No employee will be required to work longer than five hours without a break for a meal of not less than 30 minutes or more than one hour in duration.</li> <li>- Where a meal break is to be taken immediately prior to or during a period of overtime, it will not exceed one hour in duration.</li> </ul>
23.2	Breaks - rest (Instrument)	<p>A rest break of 10 minutes each morning and afternoon will be granted to all employees. Such rest break is to be counted as time worked and taken at a time fixed by the employer, provided that the rest break will not be granted within one hour of normal commencement or cessation of work or within one hour either side of a meal break.</p>

<b>Clause</b>	<b>Conditions Type</b>	<b>Description</b>
24.2	Overtime - other (Instrument)	<p><b>Calculation of overtime</b></p> <p>For calculation purposes:</p> <ul style="list-style-type: none"> <li>- each day or shift worked will stand alone</li> <li>- day means all the time between the normal commencing time of one day and the normal commencing time of the next succeeding day</li> <li>- Saturday means all the time between midnight Friday and midnight Saturday</li> <li>- Sunday means all the time between midnight Saturday and midnight Sunday.</li> </ul>
24.3	Overtime – time off in lieu (Instrument)	<ul style="list-style-type: none"> <li>-An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer.</li> <li>- Overtime taken as time off during ordinary working hours will be taken at the ordinary time rate; that is, one hour for each hour worked.</li> </ul>
24.4	Overtime - other (Instrument)	<p><b>Rest period after overtime</b></p> <ul style="list-style-type: none"> <li>- Overtime will be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days.</li> <li>- Where an employee works so much overtime that there is less than 10 hours between finishing overtime on one day and commencing ordinary work on the next, the employee will be released with ordinary pay, for 10 consecutive hours.</li> </ul>
24.6(a)	Call-back (Instrument)	<p><b>Mondays to Fridays</b></p> <p>An employee called back to work after leaving work for the day must be paid for a minimum of four hours' work calculated at the appropriate rate for each time the employee is called back.</p>
25.1	Shiftwork (Instrument)	<p><b>Definitions</b></p>

Clause	Conditions Type	Description
		<p>Early morning shift means a shift commencing between 2.00 am and 7.00 am.</p> <p>Afternoon shift means a shift finishing after 6.00 pm and at or before midnight.</p> <p>Night shift means a shift finishing after midnight and at or before 8.30 am.</p> <p>By agreement between the employer and the majority of employees in a section or sections of the workplace, the span of hours over which afternoon shift may be worked may be altered by up to one hour at either end of the span.</p>
25.2	Shiftwork (Instrument)	<p><b>No requirement to work shift</b></p> <p>Employees employed as day shift employees must not be required to work afternoon shift in the absence of the employee's specific agreement. Afternoon shift will be worked by the employees engaged specifically for this purpose, or by volunteers from day shift. Employees must not be discriminated against in any way for not volunteering to work a particular shift.</p>
25.3	Shiftwork (Instrument)	<p><b>Hours of work</b></p> <p>The ordinary hours of work of shiftworkers will average 38 per week and must not exceed 152 in any work cycle</p> <p>Hours will not exceed:</p> <ul style="list-style-type: none"> <li>- eight hours in one day</li> <li>- 38 hours in any one week</li> <li>- 76 hours in any 14 consecutive days</li> <li>- 114 hours in any 21 consecutive days or</li> <li>- 152 hours in any 28 consecutive days.</li> </ul> <p>Shift work employees may work ordinary hours between Monday and midnight Friday, inclusive, and will work on four or five days of not more than eight hours (Monday to Friday inclusive) each continuously, except for meal breaks. An employee may work up to 10 ordinary hours in a day, subject to agreement between the employer and the majority of employees in a section or sections of the workplace. The days on which ordinary hours are worked may include Saturday and Sunday also subject to such agreement.</p>

Clause	Conditions Type	Description
25.5	Shiftwork (Instrument)	<p><b>Setting and alteration of shift roster</b></p> <p>The employer will roster shifts at least 48 hours in advance and such roster will show the commencement and finishing time of each shift. Such times having been set may be altered:</p> <ul style="list-style-type: none"> <li>- by agreement between the employer and employee or</li> <li>- by the employer with the provision of 24 hours' notice in cases of changes necessitated by circumstances outside the control of the employer.</li> </ul>
26.2	Annual leave (Instrument)	The employer will pay each employee in advance before the commencement of the employee's annual leave the employee's ordinary pay for the holiday period together with the applicable loading.
26.3	Annual leave (Instrument)	<p>A shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.</p> <p>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.</p>
26.4	Annual leave loading (Instrument)	<p>The rate of pay for annual leave is the employee's rate of pay at the time the employee takes the annual leave, plus 17.5% of that rate or the relevant weekend penalty rates, whichever is greater but not both.</p> <p>In the case of a shiftworker, where the employee would have received shift loadings had the employee not been on leave during the relative period, and such loadings would have entitled such employee to a greater amount than the 17.5% loading, then the shift loadings will be added to the employee's ordinary pay instead of the annual leave loading.</p>
26.5	Annual leave (Instrument)	<p><b>Annual close down</b></p> <p>Where an employer intends to temporarily close (or reduce to nucleus) any section of the workplace for the purpose of allowing annual leave to all or a majority of the employees, the employer may give one month's notice in writing to such employees (or, in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) that the employer elects to apply the provisions of this clause; and thereupon:</p> <ul style="list-style-type: none"> <li>- any employee who at the date of closing is entitled to annual leave for the period of the closure will be given annual leave for the period of the closure</li> </ul>

Clause	Conditions Type	Description
		<p>- any employee who at the date of closing is not entitled to annual leave will be given leave without pay from the date of closure, together with pay for any period for which the employee is entitled to payment and</p> <p>- the next 12 monthly qualifying period of employment for every such employee will commence from the date of closing.</p> <p>In this clause date of closing in relation to each employee means the first day of annual leave or leave pursuant to this clause.</p>
29.2	Public holidays (Instrument)	<p><b>Substitution of certain public holidays by agreement at the enterprise</b></p> <p>An employer and their employees may agree to substitute another day for any prescribed in the NES. For this purpose, the consent of the majority of affected employees will constitute agreement.</p> <p>An agreement must be recorded in writing and be available to every affected employee.</p>
29.3	Public holidays (Instrument)	<p><b>Rostered day off falling on a public holiday</b></p> <p>An employee who, due to the arrangement of ordinary working hours, is entitled to a rostered day off which falls on a public holiday prescribed by this clause, will be granted an alternative day off mutually agreed between the employer and the employee.</p> <p>If mutual agreement is not reached then dispute resolution will apply.</p>
16.6(a)	Reimbursement of expenses (Instrument)	<p>An employer will reimburse an employee for the replacement or repair of the employee's dentures and/or prescription spectacles which are damaged or destroyed in the course of the employee's ordinary duties, other than through the employee's own negligence, up to a maximum of \$735.77 for each set of dentures and/or spectacles.</p>

## **Frequency of Payment**

Wages must be paid weekly or fortnightly.



**IMPORTANT NOTE: Disclaimer**

The Fair Work Ombudsman is committed to providing advice that you can rely on.

Your situation and the law can change so we encourage you to check back with us by looking at <http://www.fairwork.gov.au/pay/pay-and-conditions-guides/pages/default.aspx>