

Potential inconsistencies between the General Employment Conditions and streams in the *Pastoral Award 2010*

Note: This document has been prepared by the Commission research area and does not represent the view of the Commission on any issue.

Part 3—General Employment Conditions	Part 4—Broadacre Farming and Livestock Operations
<p>Clause 10.3(f) provides that ‘all time worked in excess of mutually arranged hours will be overtime’ for a part-time employee. The overtime provision at clause 31 appears to apply to farm and livestock hand employees only. A station cook employee appears to be excluded from the overtime provisions in clause 31. Overtime rates for station cook employees are provided at clause 30.3 and are paid where the employee works for more than five and a half days in one week. It is unclear what a part-time station cook would be paid.</p>	
<p>10. Types of employment 10.3 Part-time employment (a) A part-time employee is an employee who is engaged to perform less than the full-time hours of 38 per week at the workplace; has reasonably predictable hours of work; and receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work. (b) An employee who does not meet the definition of a part-time employee in clause 10.3(a) and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.4. (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. (d) Changes in hours may only be made by agreement in writing between the employer and employee. Any agreed variation to the regular pattern of work will be recorded in writing. (e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift. (f) All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate. (g) A part-time employee employed under the provisions of this clause must be paid for</p>	<p>30. Ordinary hours of work and rostering 30.1 The average ordinary working hours for a Farm and livestock hand will be fixed by agreement between the employer and the employees but will not exceed an average of 38 hours per week over a four week period. 30.3 Station cooks (a) A cook who is required to work for more than five and a half days in any one week will be paid, in addition to the weekly wage of this award, the following overtime rates: (i) for work on six full days—an amount of 3/22nds of the appropriate weekly rate; (ii) for work on six full days and one half day—an amount equal to 3/11ths of the appropriate weekly rate; or (iii) for work on seven full days—an amount equal to 9/22nds of the appropriate weekly rate. (b) No overtime will be worked nor will an employee perform work on the employee’s day and/or half day off without the permission of or under the instructions of the employer or their authorised representative. 31. Overtime 31.1 All time worked by an employee in excess of the ordinary hours in clause 30.1 will be regarded as overtime. 31.2 The rate of pay for overtime for a Farm and livestock hand will be time and a half, except on Sunday when the rate will be double time, except in the case of feeding and watering stock when such work will be paid for at the rate of time and a half.</p>

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<p>ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.</p>	<p>31.3 An employee may elect to take time off duty, with pay, for a period equal to the overtime worked.</p> <p>31.4 No employee will be entitled to payment for overtime, or equivalent time off instead, unless the employee makes a claim to the employer or their authorised representative either within two weeks after the overtime is alleged to have been performed or by the next date of payment of the employee’s wages, whichever is the later.</p> <p>31.5 For the purpose of computing payment for overtime work for an employee engaged on ‘with keep’ terms, the cash value of such employee’s wages must be deemed to be not less than the wage prescribed in this award for a similar class of employee with the value of keep added.</p>

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<p>If the employer requires the employee to purchase their own saddle for use on a horse, is the employee entitled to reimbursement pursuant to clause 17.2(a)(i) and to the weekly allowance of \$5.68 pursuant to clause 29.1? The interaction between clauses 17 and 29 is unclear.</p>	
<p>17. Allowances 17.2 Expense-related allowances (a) Tool and equipment allowance (i) Where the employer requires employees to supply their own tools and equipment, the employer must reimburse the employees for the cost of supplying such tools and equipment. (ii) The provisions of this clause do not apply where the tools and equipment are paid for by the employer.</p>	<p>29. Special allowances 29.1 Where a Station hand is required by the employer to find their own horse and/or saddle, the employee will be paid a weekly allowance of \$7.11 for the horse, and a weekly allowance of \$5.68 for the saddle. 29.2 When a Station hand is required by the employer to provide their own dog which is used as a cattle or sheep dog for station purposes, the employer will pay to the employee: (a) an allowance mutually agreed upon for each such dog; and (b) the amount of any licence or registration fee which must be paid by the employee for a period during which the dog is so used.</p>

Part 3—General Employment Conditions	Part5—Pig Breeding and Raising
<p>If a pig breeding and raising employee works overtime that he/she was not notified of the previous day, and the overtime extends to a second meal break, is the employee entitled to a second meal in accordance with clause 17.2(ii) or limited to one in accordance with clause 36.10?</p>	
<p>17. Allowances 17.2 Expense-related allowances (c) Meal allowance (i) If an employee is required to work overtime after working ordinary hours (except where the period of overtime is fewer than one and a half hours), the employee will be paid \$12.93 for the first and any subsequent meals. Alternatively, the employer may supply the employee with a meal. (ii) An employee required to work overtime for more than two hours after the employee's ordinary ceasing time without having been notified before leaving work on the previous day that the employee will be required to work overtime, will be provided free of cost with a suitable meal, and if the work extends into a second meal break, another meal, provided that in the event of the meal not being supplied the employee is entitled to a payment of \$12.93 for each meal not supplied.</p>	<p>36. Overtime and penalty rates 36.5 If an employee is required to work overtime after working ordinary hours on Monday to Friday (except where the period of overtime is less than one hour and a half) the employee will be paid \$12.93 for the first and any subsequent meals. Alternatively the employer may supply the employee with a meal. ... 36.10 Where overtime is unplanned and not notified the day or days beforehand, a payment will be made of \$12.93 after two hours of overtime if work will continue beyond the meal break. Alternatively the employer may supply the employee with a meal. 36.11 An employee notified the day or days prior to an overtime day must not be paid a meal allowance unless the overtime is cancelled. Should cancellation occur the employee will be paid a meal allowance for the meal prepared if notice of cancellation is not given at least the day before the planned overtime.</p>

Part 3—General Employment Conditions	Part 7—Shearing Operations
<p>Where a shearing operations employee (other than woolclasser or shearing shed expert) is required to spend the night away from home is the allowance under clause 46.1(b) payable instead of the reimbursement payable under clause 17.4(c)(iii)?</p>	
<p>17. Allowances 17.4 All-purpose allowances (c) Travelling allowance (i) Where an employee is required to travel from one place to another for the purpose of work, the time occupied in travelling will be counted as time worked and paid for as such. (ii) Time spent by an employee travelling from the employee's home to the principal place of employment and return will not be regarded as time worked. (iii) Where an employee is compelled by their duties to spend the night away from home or the property at which the employee</p>	<p>46. Special allowances (other than Woolclassers Special allowances (other than Woolclassers and Shearing shed experts)) 46.1 Allowance where sleeping quarters are not provided Where the employee does not reside during a shearing (or crutching) at the employee's home or usual place of residence and the employee is forced to obtain and pay for sleeping quarters away from the employer's premises because the employer is unable to provide sleeping quarters at the premises for the employee, the employer will:</p>

Part 3—General Employment Conditions	Part 7—Shearing Operations
<p>is employed (whichever is the employee’s normal place of sleeping during employment), the employer will reimburse the employee for the demonstrable cost of suitable accommodation.</p> <p>(iv) The provisions of this clause will not apply where the employer provides the employee with suitable accommodation free of charge.</p>	<p>(a) arrange for sleeping quarters for the employee to be supplied elsewhere at the employer’s expense; or</p> <p>(b) pay to the employee an allowance of 259.4% of the standard rate per night for each night during the employee’s employment that the employee is so forced to obtain and pay for sleeping quarters; and</p> <p>(c) where the distance is one kilometre or more walking distance between the employee’s sleeping quarters and the shed, provide or pay for the transport of the employee between the sleeping quarters and the shed.</p>

Part 3—General Employment Conditions	Part5—Pig Breeding and Raising
<p>Clause 38.3 appears as though for an employee to accrue time off instead of payment for working on a public holiday an agreement between the majority of employees is first required (‘agreement between an employer and the employees’). The same clause appears to allow the timing of taking TOIL to be determined by the employer and individual employee (‘a mutually agreed time’). Does clause 38 wholly supersede clause 26 insofar as it applies to piggery attendants?</p>	
<p>26. Public holidays</p> <p>26.1 Public holidays are provided for in the NES.</p> <p>26.2 Substitution of certain public holidays by agreement at the enterprise</p> <p>(a) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.</p> <p>(b) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.</p>	<p>38. Payment for public holidays</p> <p>38.1 A Piggery attendant who is a day worker required to work on a public holiday will be paid at the rate of double time and one half for a minimum of three hours and up to the usual rostered hours. For time worked in excess of the ordinary rostered hours overtime rates will apply.</p> <p>38.2 A shiftworker required to work on a public holiday will be paid at the rate of double time for a minimum of three hours and up to the usual rostered hours.</p> <p>38.3 By agreement between an employer and the employees, time off instead of payment for public holidays may be accrued for public holiday work. That is, the employee will receive ordinary time payment for the hours worked on the said holiday and accrue time to be taken at a mutually agreed time.</p>