

The Pastoral Award—Exposure Draft was first published on 15 January 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
15 January 2016	Exposure draft	
17 August 2016	Decision [2016] FWCFB 4393 issued 8 July 2016	42.5
	Incorporates changes resulting from [2015] FWCFB 8810 , PR577025	43.3(c), 43.9(f), Schedule G
	Updated pursuant to PR580863 .	Schedule F
	Updated as agreed in conference (refer to Transcript - 4 July 2016).	3.2, 3.3, 5.2, 6.3, 6.4, 6.5, 7, 9.1, 10.1, 10.2, 14.5, 18.2, 18.4, 23.2, 23.4, 23.6, 24.3, 25.3, 27.1, 27.5, 27.5, 30.3, 31.2, 31.6, 32.6, 41, 42.2, 42.3, 40.2, 43.3, 43.4, 43.5, 43.9, 41.2, 43.2, 47.2, 47.7, 48, 46.1, Schedule A, Schedule B, Schedule C, Schedule F
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579800 and PR579540	24, 25, 29, 39, 43, 44, 45, Schedule B, Schedule C
	Exposure draft	
14 July 2017	Incorporates changes resulting from [2017] FWCFB 3500 , PR592131 , PR592294 , PR592689 , PR593825	10, 12, 24, 25, 32, 39, 43, 44, Schedule A, Schedule B, Schedule C, Schedule D, Schedule E (deleted)
	Incorporates changes resulting from [2017] FWCFB 3433	1, 10, 14, 18, 23,25, 26, 27, 28, 31, 32, 33, 34, 43, 44, 45, Schedule B, Schedule E (deleted), Schedule F
	Incorporates changes resulting from [2017] FWCFB 3541	6
	Incorporate changes resulting from PR581528	Schedule D
	Incorporate changes resulting from PR583041	14, Schedule G, Schedule H
	To correct errors in the calculation of crutching rates in accordance with PR579800	B.8
	Note added	Schedule B
17 July 2017	Exposure draft	
2 November 2017	Incorporates change resulting from PR583041	14.8(a)
	Incorporates changes and notes resulting from [2017] FWCFB 5536	10.1(c),10.2(d), 25.1, 26, 27.2, 31.1, 31.2, 32, 34, 41.1(b), B.2.2, B.3.2, B.4.2, B.4.5,

Exposure Draft—Pastoral Award 20XX

The Pastoral Award—Exposure Draft was first published on 15 January 2016. Subsequent amendments to the draft are as follows:		
Publication date	Reason for amendments	Clauses affected
		B.6.2
	Exposure draft	
15 March 2019	Incorporates changes resulting from [2017] FWCFB 3541 , PR598500	6.4(f), 6.4(g), 6.5(g), 6.5(h)
	Incorporate changes resulting from PR598110	Schedule E
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609352	18A
	Incorporates changes resulting from [2018] FWCFB 4695 , PR700594	6.6, 6.7
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606359 , PR606516 , PR606630	10, 12, 24, 25, 29,39, 43, 44, 45, Schedule A, Schedule B, Schedule C, Schedule D, Schedule E
	Incorporates changes resulting from PR701683	Schedule E
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701435	4A
	Incorporates changes resulting from [2018] FWCFB 1405 , [2018] FWC 1558 , [2018] FWCFB 6368	25.1, 30, 31, 32, 33, 34, 35, 36, 37, B.4.2, B.4.5
	Incorporates changes resulting from [2018] FWCFB 4704 , PR610198	4, 19, 21, 21A, 22
	Incorporates changes resulting from [2018] FWCFB 1548	5.2
	Incorporates changes resulting from [2017] FWCFB 3433 at [110]–[122], [350],	3.2, 3.3, 3.4, 5.2, 6.3, 6.4, 6.5, 7.1, 7.2, 9.1, 10.1, 10.2, 18.2, 23.2, 23.4, 23.6, 23.7, 24.3, 25.3, 27.1, 27.4, 27.5, 36, 41, 42.2, 42.3, 43.2, 43.3, 43.4, 43.5, 43.9, 44.2, 46.2, 47.2, 47.7, 48, 49, A.1.1, A.2, A.3.2, A.6.2, A.6.3, B.4.2, B.4.5, B.5.2, B.5.5, C.2.3, Schedule F
	Administrative changes by Modern Awards team	9, 10.1(a)(ii)
	Incorporates changes resulting from PR575728	27.3, 27.4, 27.6, 35.9, 41.1, 41.2, 41.3, Schedule I
A text box indicates that the Exposure Draft has been amended. Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included as a result of a technical and drafting		

The Pastoral Award—Exposure Draft was first published on 15 January 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
	decision.	
	Strikethrough text indicates existing text that is to be deleted as a result of a technical and drafting decision.	
	Changes resulting from a determination are incorporated without any underlined text or strikethrough text.	

EXPOSURE DRAFT

Pastoral Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Pastoral Award 2010* as at 18 July 2016. This exposure draft does not seek to amend any entitlements under the *Pastoral Award 2010* but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/239](#) and [AM2015/23](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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Part 1—Application and Operation

1. Title and commencement

- 1.1 This industry award is the *Pastoral Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- 1.4 Schedule F—Definitions sets out definitions that apply in this award.
- 1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. The National Employment Standards and this award

- 2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 2.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

3. Coverage

Clause 3 updated in accordance with [\[2017\] FWCFB 3433](#) at [119]

- 3.1 This industry award applies to employers throughout Australia in the pastoral industry and their employees in the classifications set out in this award to the exclusion of any other modern award.
- 3.2 **Pastoral industry** means all employers and employees who are engaged in or in connection with:
- (a) the management, breeding, rearing or grazing of livestock or poultry;

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

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

- (a) the *Aquaculture Industry Award 20XX*, except where the production of freshwater species is incidental to a broadacre mixed farming enterprise to which this award would otherwise apply;
- (b) the *Horticulture Award 20XX*;
- (c) the *Seafood Processing Award 20XX*, except where the production of freshwater species is incidental to a broadacre mixed farming enterprise to which this award would otherwise apply;
- (d) the *Silviculture Award 20XX*, except where carried on as a part of a broadacre mixed farming enterprise;
- (e) the *Sugar Industry Award 20XX*; and
- (f) the *Wine Industry Award 20XX*.

3.4 This award does not cover:

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

3.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 3.1 and 3.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

3.6 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 3.2 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

3.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

4. Individual flexibility arrangements

Clause 4 substituted in accordance with [PR610198](#)

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

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

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

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

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

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

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

4.6 An agreement must do all of the following:

- (a) state the names of the employer and the employee; and

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

4.7 An agreement must be:

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

4.8 Except as provided in clause 4.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

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

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

4.11 An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

4.12 An agreement terminated as mentioned in clause 4.11(b) ceases to have effect at the end of the period of notice required under that clause.

4.13 The right to make an agreement under clause 4 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

4A Requests for flexible working arrangements

Clause 4A inserted in accordance with [PR701435](#).

4A.1 Employee may request change in working arrangements

Clause 4A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).

Note 3: Clause 4A is an addition to s.65.

4A.2 Responding to the request

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

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

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

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

4A.3 What the written response must include if the employer refuses the request

Clause 4A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 4A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 4A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and

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

4A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 4A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

4A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 4A, can be dealt with under clause 22—Dispute resolution.

5. Facilitative provisions

- 5.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

Clause 5.2 updated in accordance with [\[2017\] FWCFB 3433](#) at [114]–[115] and [\[2018\] FWCFB 1548](#) at [756]

- 5.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
6.4(c)	<u>Part-time employment</u>	<u>An individual</u>
6.5(f)	<u>Casual employment</u>	<u>An individual</u>
7.2(b)	Meal break	An individual
7.3(b)	Rest break	An individual
14.2	Annual leave—conversion to hourly entitlement	The majority of employees
14.6	Annual leave—Paid leave in advance of accrued entitlement	<u>An individual</u>
14.9	<u>Annual leave in advance</u>	<u>An individual</u>
14.12	<u>Cashing out of annual leave</u>	<u>An individual</u>
18.2	Substitution of certain public holidays	An individual or the majority of employees
27.6	<u>Broadacre Farming and Livestock Operations—Time of instead of payment for overtime</u>	<u>An individual</u>

Clause	Provision	Agreement between an employer and:
30.1(b)	Ordinary hours and roster cycles (for non-shiftworkers)—Maximum hours in certain periods (span of hours)	An individual
30.1(c)	<u>Ordinary hours and roster cycles (for non-shiftworkers)—Maximum hours in certain periods (method of implementing a 38 hour week)</u>	<u>The majority of employees</u>
31.3	<u>Continuous work hours—Ordinary hours and roster cycles for shiftworkers—Maximum hours in certain periods</u>	<u>The majority of employees</u>
31.4	<u>Continuous work hours—Ordinary hours and roster cycles for shiftworkers—Length of shifts</u>	<u>The majority of employees</u>
32.2	<u>Other than continuous work hours—Ordinary hours and roster cycles for shiftworkers—Maximum hours in certain periods</u>	<u>The majority of employees</u>
32.3	<u>Other than continuous work hours—Ordinary hours and roster cycles for shiftworkers—Length of shifts</u>	<u>The majority of employees</u>
33.2	<u>Rostering shifts—Employer and employees may agree to change shift span by up to one hour</u>	<u>The majority of employees</u>
33.3	<u>Rostering shifts—Varying method of working shifts by agreement</u>	<u>The majority of employees</u>
35.9	<u>Pig Breeding and Raising—Time off instead of payment for overtime</u>	<u>An individual</u>
37.3	<u>Payment for public holidays</u>	<u>The majority of employees</u>
41.2	<u>Poultry Farming—Time off instead of payment for overtime</u>	<u>An individual</u>
43.9(d)(iv))	<u>Minimum wages—Woolclassers and Shearing shed experts</u>	<u>An individual</u>
45.1(e)	<u>Fares and travelling allowances for expeditionary employees</u>	<u>An individual</u>
46.2(a)	Hours of work for Shearers and Crutchers	The majority of employees
46.4(a)	<u>Special conditions regarding the hours of work of Shearers and Crutchers</u>	<u>An individual</u>

Part 2—General Employment Conditions

Part 2—General Employment Conditions is being determined in AM2016/13—Annualised Salaries common issue. See [\[2019\] FWCFB 1289](#) at [57] and [58]

6. Types of employment

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

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

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

6.3 Full-time employees

Clause 6.3(a) and (b) updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- (a) A full-time employee is an employee who is engaged to work an average of 38 hours per week over a four week period.
- (b) A full-time employee must be provided with a written statement setting out their classification, applicable rate of pay and terms of engagement.

6.4 Part-time employment

Clause 6.4(a) updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- (a) A part-time employee is an employee who:
 - (i) is engaged to work less than an average of 38 hours per week over a four week period;
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:
 - (i) the hours worked each day;
 - (ii) which days of the week the employee will work; and
 - (iii) the actual starting and finishing times each day.

- (c) 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.
- (d) All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.
- (e) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the ordinary hourly rate prescribed for the class of work performed.

Clause 6.4(f) updated in accordance with [PR598500](#) and re-drafted in accordance with plain language drafting principles (see [\[2017\] FWCFB 6181](#) at [21]).

(f) Minimum engagement

Subject to clause 6.4(g), An an employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any shift.

Clause 6.4(g) inserted in accordance with [PR598500](#) and re-drafted in accordance with plain language drafting principles (see [\[2017\] FWCFB 6181](#) at [21]).

- (g) An employer is only required to roster a part-time employee for a minimum of 2 consecutive hours on any shift if all of the following apply:
 - (i) the employee is engaged to perform the work of a dairy operator; and
 - (ii) the employee is 18 years of age or younger; and
 - (iii) the employee is a full-time secondary school student.

6.5 Casual employment

Clause 6.5(a), (b) and (d) updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- (a) A casual employee is an employee engaged as such and paid by the hour.
- (b) An employee who does not meet the definition of a part-time employee in clause 6.4(a) and who is not a full-time employee will be paid as a casual employee in accordance with clause 6.5.
- (c) An employer when engaging a casual must inform the employee that they are employed as a casual, stating:
 - (i) by whom the employee is employed;
 - (ii) their hours of work;
 - (iii) their classification level; and
 - (iv) their rate of pay.
- (d) **Casual pieceworkers**
 - (i) Shearers, Crutchers and Woolpressers engaged as casual pieceworkers will be paid piecework rates in accordance with Part 8—Shearing Operations.

- (ii) For the purpose of the [NES](#), the base rate of pay for a pieceworker is the base rate of pay as defined in the [NES](#).
- (iii) For the purpose of the [NES](#), the full rate of pay for a pieceworker is the full rate of pay as defined in the [NES](#).

(e) **Casual loading**

- (i) For each hour worked a casual employee, other than a casual pieceworker, must be paid:
 - the ordinary hourly rate prescribed for the class of work performed; and
 - a loading of **25%** of the ordinary hourly rate.
- (ii) The casual loading is paid instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

- (f) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

Clause 6.5(g) substituted in accordance with [PR598500](#) and re-drafted in accordance with plain language drafting principles (see [\[2017\] FWCFCB 6181](#) at [21]).

~~(g) **Minimum engagement**~~

~~On each occasion a casual employee, other than a casual pieceworker, is required to attend for work, casual employees are entitled to a minimum payment of three hours' work at the appropriate rate.~~

(g) **Minimum engagement**

Subject to clause 6.5(h), an employer must pay a casual employee, other than a casual pieceworker, for a minimum of 3 hours' work at the appropriate rate for each occasion on which the employee is required to attend for work, even if the employee is only required to work for a shorter time.

Clause 6.5(h) inserted in accordance with [PR598500](#) and re-drafted in accordance with plain language drafting principles (see [\[2017\] FWCFCB 6181](#) at [21]).

- (h) An employer is only required to pay a casual employee for a minimum of 2 hours' work if all of the following apply:
 - (i) the employee is engaged to perform the work of a dairy operator; and
 - (ii) the employee is aged 18 years of age or younger; and
 - (iii) the employee is a full-time secondary school student.

6.6 Right to request casual conversion

Clause 6.6 inserted in accordance with [PR700594](#)

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 22—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 6.4(b).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

6.7 Farm and livestock hand at shearing or crutching

Clause 6.6 renumbered to 6.7 in accordance with [PR700594](#); clause 6.7(b)(ii) updated in accordance with [\[2017\] FWCFB 3433](#) at [170]

- (a) Subject to clause 6.7(b), during any time an employee engaged on a weekly basis under Part 5—Broadacre Farming and Livestock Operations is employed

in shearing or crutching operations of the principal employer, Part 8—Shearing Operations will not apply.

(b) Exception

- (i) Clause 6.7(b) will not apply to any farm and livestock hand engaged by the week who:
- works in the employer’s shearing shed; and
 - who has been engaged by the employer during the period commencing one week before the actual shearing or crutching begins; and
 - who is discharged during the week after the shearing or crutching actually ends.
- (ii) In the circumstances set out in clause 6.7(b)(i), the employee will be paid station hand rates when performing work covered by Part 5 of this award and shearing rates when performing work covered by Part 8 of this award.

7. Breaks

Clause 7.1 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

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

- (a) employees engaged in shearing operations, who are entitled to the breaks prescribed in Part 8—Shearing Operations; and
- (b) piggery attendants engaged as shiftworkers, who are entitled to the breaks prescribed in Part 6—Pig Breeding and Raising.

7.2 Meal break

Clause 7.2(c) updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- (a) A meal break of between 30 minutes and 60 minutes will be allowed each day, to be taken not later than five hours after commencing ordinary hours of work.
- (b) If there is agreement between the employer and an individual employee, the meal break may be taken at a time agreed.
- (c) All work performed on the instruction of the employer during a recognised meal break will be paid for at **200%** of the ordinary hourly rate. Payment will continue at this rate until the employee is released for a meal break of not less than 30 minutes.

7.3 Paid rest break

- (a) Employees will be allowed a paid rest break of 10 minutes each morning.
- (b) If agreement is reached between the employer and employee for an additional rest break, the rest break will be unpaid and in addition to the employee's ordinary hours of work.

8. Higher duties

- (a) An employee engaged for more than two hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification must be paid the higher minimum wage for the day or shift.
- (b) If the employee works at the higher classification for two hours or less during one day or shift, they must be paid the higher minimum wage for the time worked at the higher classification.

9. Payment of wages

Clause 9.1 updated in accordance with [\[2017\]FWCFB 3433](#) at [110]–[122]; Note moved

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

9.1 Period of payment

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

9.2 Method of payment

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

9.3 Payment of wages on termination of employment

Payment of wages on termination is being considered in matter [AM2016/8](#)

On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee by post on the next working day.

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

10. Allowances

Monetary amounts adjusted as a result of AWR 2018

Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

10.1 Wage related allowances

Clause 10.1(a) and (b) updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122] and [\[2017\] FWCFB 5536](#) at [294]–[304]; cross-reference error corrected

(a) All purpose allowances

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

- (i) leading hand allowance (clause 10.1(b)); and
- (ii) first aid allowance (clause ~~10.1(b)(ii)~~ 10.1(c)).

(b) Leading hands

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

In charge of	\$ per week
2–6 employees	22.39
7–10 employees	26.09
11–20 employees	37.19
More than 20 employees	46.73

- (ii) The allowance contained in clause 10.1(b)(i) will apply to part-time employees on a pro rata basis.

(c) First aid allowance

Clause 10.1(c) updated and clause 10.1(d) moved to clause 10.2(b) in accordance with [\[2017\] FWCFB 5536](#) at [294]–[304]

An employee appointed by their employer to perform first aid duty as required in addition to their usual duties, and holding a current recognised first aid qualification, such as one from St John Ambulance or similar body, must be paid an allowance of **\$2.73** per day.

10.2 Expense-related allowances

(a) Tool and equipment allowance

Clause 10.2(a) updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- (i) If the employer requires employees to supply their own tools and equipment, employees must be reimbursed for the cost of supplying those tools and equipment.
- (ii) The provisions of this clause do not apply where the tools and equipment are paid for by the employer.

The Full Bench expressed the provisional view that if an employee is entitled to the allowance in (b)(iii) they will not also be entitled to the allowance in clause 44.1. See [\[2017\] FWCFB 3433](#) at [153]–[154]. The Full Bench seek further submissions on its provisional view.

(b) Travelling allowance

Clause 10.2(b) updated and moved in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- (i) Where an employee is required to travel from one place to another for the purpose of work, the time occupied in travelling will be counted as time worked and paid for as such.
- (ii) Time spent by an employee travelling from the employee's home to the principal place of employment and return will not be regarded as time worked.
- (iii) An employee who is compelled by their duties to spend the night away from home or the property at which the employee is employed (whichever is the employee's normal place of sleeping during employment), will be reimbursed by the employer for the demonstrable cost of suitable accommodation.
- (iv) The provisions of clause 10.2(b) will not apply where the employer provides the employee with suitable accommodation free of charge.

(c) Use of vehicle allowance

Clause 10.2(c) updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

An employee will be paid an allowance of **\$0.78** per kilometre when instructed by the employer to use their own vehicle during working hours to relocate materials, equipment, or personnel either within the normal work location or on public thoroughfares.

(d) Overtime meal allowance

Items 9, 30 and 62 – operation of clauses 10.2(d) and 35.7 (previously 32.7) remains to be determined. See [\[2019\] FWC 932](#) at [104]

- (i) If an employee is required to work overtime after working ordinary hours (except where the period of overtime is less than one and a half hours):

- the employee will be paid \$13.34 for the first and any subsequent meals; or
 - the employer will supply the employee with a meal.
- (ii) An employee required to work overtime for more than two hours after the employee's ordinary finishing time without having been notified before leaving work on the previous day that they will be required to work overtime:
- will be provided with a suitable meal free of cost; and
 - if the work extends into a second meal break, another meal; or
 - in the event of the meal not being supplied the employee is entitled to a payment of \$13.34 for each meal not supplied.

(e) Reimbursement of expenses

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

(f) Wet weather clothing and footwear

Clause 10.2(f) updated in accordance with [\[2017\] FWCFCB 3433](#) at [110]–[122]

- (i) An employee who is required to work in a wet place must be provided with protective clothing and footwear by the employer.
- (ii) If an employee who is required to work in a wet place is not provided with protective clothing and footwear, the employer will reimburse the employee for the reasonable cost of providing their own protective clothing and footwear.
- (iii) If protective clothing and footwear is provided and paid for by the employer, it will remain the property of the employer.
- (iv) ‘Wet place’ is defined in Schedule F—Definitions and interpretation.

(g) Protective clothing

- (i) If the employer requires an employee to supply his or her own protective clothing, the employer must reimburse the employee for the cost of supplying the protective clothing.
- (ii) The provisions of clause 10.2(g)(i) do not apply where the protective clothing is paid for by the employer.
- (iii) Any protective clothing that is paid for by the employer remains the property of the employer.

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

- (i) If the employer provides an employee with living premises for the use of a “without keep” employee and the employee’s household, the employer

may charge an amount agreed between them in writing for the use of the premises and/or power supplied to the premises.

- (ii) The employer may charge to an employee:
 - the cost of goods or services supplied to the employee at the employee’s request and paid for by the employer; and
 - the cost of goods purchased by the employer for the employee at the employee’s request.
- (iii) If the employer supplies an employee with meat, the employer may charge the employee an amount mutually agreed upon.
- (iv) If the employer sells groceries or stores to the employee, the prices charged must not exceed the cost price with carriage added.

See Schedule C for a summary of monetary allowances.

11. Supported wage system

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

12. National training wage

Varied by [PR606359](#)

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Pastoral Award 2010* and not the *Miscellaneous Award 2010*.

13. Superannuation

13.1 Superannuation legislation

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

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

13.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

13.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 13.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 13.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 13.3(a) or (b) was made.

13.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 13.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 13.2 and pay the amount authorised under clauses 13.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Prime Super;
- (b) CareSuper;
- (c) AustSafe Super;
- (d) AustralianSuper;
- (e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (f) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 3—Leave, Public Holidays and Other NES Entitlements

14. Annual leave

14.1 Annual leave is provided for in the [NES](#).

14.2 Conversion to hourly entitlement

An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in s.87 of the [Act](#) to an hourly entitlement for administrative ease (e.g. 152 hours for a full-time employee entitled to four weeks' annual leave).

14.3 Payment for period of annual leave

- (a) An employee (other than a pieceworker) under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (b) Clause 14.3(a) will apply instead of the base rate of pay as referred to in s.90(1) of the [Act](#).

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

14.4 Electronic funds transfer (EFT) payment of annual leave

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

14.5 Annual leave loading

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

(a) Other than shiftworkers

- (i) An employee other than a shiftworker must be paid a loading equal to **17.5%** of the wages prescribed by this award for the ordinary hours of work.
- (ii) Where an employee is rostered to work ordinary weekly hours on days which attract penalty rates and the employee would have earned a greater amount than the amount provided in clause 14.5(a)(i) but for the period of leave then the employee will be paid the amount they would have earned for the ordinary hours worked instead of the **17.5%** loading.

(b) Shiftworkers

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

14.6 Excessive leave accruals: general provision

Note: Clauses 14.6 to 14.8 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a)** An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b)** If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c)** Clause 14.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d)** Clause 14.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a)** If an employer has genuinely tried to reach agreement with an employee under clause 14.6(a) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b)** However, a direction by the employer under paragraph (a):
 - (i)** is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 14.6, 14.7 or 14.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii)** must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii)** must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv)** must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c)** The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

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

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 14.7(b)(i).

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

14.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 14.6(a) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 14.7(a) that, when any other paid annual leave arrangements (whether made under clause 14.6, 14.7 or 14.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 14.6, 14.7 or 14.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

14.9 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 14.9 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

- (c) The employer must keep a copy of any agreement under clause 14.9 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 14.9, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

14.10 Transfer of business

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

14.11 Proportionate leave on termination

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

14.12 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 14.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 14.12.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 14.12 must state:

- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 14.12 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
 - (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
 - (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
 - (i) The employer must keep a copy of any agreement under clause 14.12 as an employee record.

Note 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 14.12.

Note 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 14.12.

Note 3: An example of the type of agreement required by clause 14.12 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

15. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

16. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

17. Community service leave

Community service leave is provided for in the [NES](#).

18. Public holidays

Issues relating to the substitution of public holidays provisions may be affected by [AM2016/15](#)—Plain language re-drafting

18.1 Public holiday entitlements are provided for in the [NES](#).

18.2 Substitution of certain public holidays

- (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.

Clause 18.2(b) updated in accordance with [\[2017\] FWC FB 3433](#) at [110]–[122]

- (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.

18.3 Employees required to work on a public holiday will be paid in accordance with clauses 27.5, 34, 41.3 or 49.

18.4 Part-day public holidays

For provisions relating to part-day public holidays see Schedule E—Part-day Public Holidays.

18A. Leave to deal with family and domestic violence

Clause 18A inserted in accordance with [PR609352](#)

18A.1 This clause applies to all employees, including casuals.

18A.2 Definitions

- (a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 18A.2(a) includes a former spouse or de facto partner.

18A.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

Note 2: The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

18A.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

18A.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

18A.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 18A. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 18A must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 18A.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

18A.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 18A.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 18A prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

18A.8 Compliance

An employee is not entitled to take leave under clause 18A unless the employee complies with clause 18A.

19. Termination of employment

Clause 19 inserted in accordance with [PR610198](#)

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

19.1 Notice of termination by an employee

- (a) Clause 19.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

- (c) In paragraph (b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

19.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 19.2 is to be taken at times that are convenient to the employee after consultation with the employer.

20. Redundancy

20.1 Redundancy pay is provided for in the [NES](#).

20.2 Transfer to lower paid duties

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 and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

20.3 Employee leaving during notice period

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 under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

20.4 Job search entitlement

- (a) 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.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, 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.
- (c) This entitlement applies instead of clause 19.2.

Part 4—Consultation and Dispute Resolution

21. Consultation about major workplace change

Clause 21 substituted in accordance with [PR610198](#)

- 21.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
 - (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 21.2 For the purposes of the discussion under clause 21.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
 - (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 21.3 Clause 21.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 21.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 21.1(b).
- 21.5 In clause 21 **significant effects**, on employees, includes any of the following:
 - (a) termination of employment; or

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

21.6 Where this award makes provision for alteration of any of the matters defined at clause 21.5, such alteration is taken not to have significant effect.

21A. Consultation about changes to rosters or hours of work

Clause 21A inserted in accordance with [PR610198](#)

- 21A.1** Clause 21A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 21A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 21A.3** For the purpose of the consultation, the employer must:
 - (a) provide to the employees and representatives mentioned in clause 21A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 21A.4** The employer must consider any views given under clause 21A.3(b).
- 21A.5** Clause 21A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

22. Dispute resolution

Clause 22 substituted in accordance with [PR610198](#)

- 22.1** Clause 22 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

- 22.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 22.3** If the dispute is not resolved through discussion as mentioned in clause 22.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 22.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 22.2 and 22.3, a party to the dispute may refer it to the Fair Work Commission.
- 22.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 22.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 22.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 22.
- 22.8** While procedures are being followed under clause 22 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 22.9** Clause 22.8 is subject to any applicable work health and safety legislation.

Part 5—Broadacre Farming and Livestock Operations

23. Classifications

23.1 Farm and livestock hand level 1 (FLH1)

An employee at this level includes:

- (a) Station hand with less than 12 months' experience in the industry;
- (b) Station cook;
- (c) Station cook's offsider; and
- (d) Cattle farm worker grade A who:
 - works under direct supervision either individually or in a team environment;
 - understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults; and

- understands and utilises basic statistical process control procedures.

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

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

- (e) Feedlot employee level 1 with less than three months' experience in the industry.
- (f) Dairy operator grade 1A with less than 12 months' experience in the industry who:
- uses their knowledge and skills to perform set procedures such as milking and attending to livestock, haymaking, fencing.

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

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

23.2 Farm and livestock hand level 2 (FLH2)

An employee at this level includes:

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

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

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

Clause 23.2(b) updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

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

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

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

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

The 'occupational health and safety' terminology has been referred to the Plain Language Full Bench. See [\[2017\] FWCFB 3433](#) Attachment C and [\[2017\] FWCFB 5536](#) at [580]

- carry out workplace OH&S procedures.

23.3 Farm and livestock hand level 3 (FLH3)

An employee at this level includes:

(a) Station hand who:

- has at least 12 months' experience in the industry as a station hand; but
- does not conform to the definition of senior station hand (FLH5) in clause 23.5.

(b) Dairy operator grade 1B with 12 months' experience in the industry who:

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

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

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

23.4 Farm and livestock hand level 4 (FLH4)

Clause 23.4(a) updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

An employee at this level includes:

(a) Feedlot employee level 2 who:

- has two years' experience in the feedlot industry; and
- works under routine supervision with intermittent checking of their work.

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

- utilise ability to make independent work decisions at this level;
- perform cattle handling procedures;
- perform cattle health and welfare procedures;

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

23.5 Farm and livestock hand level 5 (FLH5)

An employee at this level includes:

(a) Dairy operator grade 2 who:

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

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

- operate milking plant and equipment, undertake multiple functions, produce a quality outcome e.g. farm machinery;
- maintain machinery, undertake adjustments and size changes;
- solve problems and make decisions within given guidelines;
- know general scientific terminology and assist with processes such as machine repair, artificial insemination, fertiliser mix design etc.;
- operate standard measuring equipment;
- operate computerised systems using menu options;

- contribute to the team in a specific role, providing input and assisting other team members; and
- work at times without supervision.

(b) Senior station hand is an employee who:

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

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

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

23.6 Farm and livestock hand level 6 (FLH6)

Clause 23.6(a) updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

An employee at this level includes:

(a) Feedlot employee level 3 who:

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

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

- utilise ability to make independent work decisions;
- utilise Certificate III qualifications daily in the employee's primary work area;
- perform cattle handling procedures;
- perform cattle health and welfare procedures;
- euthanase livestock;
- perform cattle post-mortem procedures;
- select livestock for specific markets;

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

23.7 Farm and livestock hand level 7 (FLH7)

An employee at this level includes:

(a) Senior dairy operator grade 1 who:

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

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

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

Clause 23.7(b) updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

(b) Feedlot employee level 4 who:

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

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

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

23.8 Farm and livestock hand level 8 (FLH8)

An employee at this level includes:

- (a) Senior dairy operator grade 2 who:
 - under the direction of the owner or manager uses their expertise and skills in order to supervise and maintain the operation of a dairy farm.

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

- set and monitor work goals;
- anticipate potential problems/issues and determine the best course of action;
- approach the resolution of conflict using objectivity and reason, differentiating between the two;
- supervise other grades;
- where appropriate, seek to develop team performance and cohesion, taking into account competencies and the needs of team members;
- keep abreast of dairy industry trends and changes;
- where necessary, exercise foresight in relation to farm needs and make recommendations to farm management; and
- operate scientific processes necessary to achieve farm objectives.

24. Minimum wages

Monetary amounts adjusted as a result of AWR 2018

24.1 Adult wages

The following wages apply to adult farm and livestock hands classified under clause 23—Classifications of this award:

Wage group	Minimum weekly rate \$	Minimum hourly rate \$
FLH1	719.20	18.93
FLH2	739.90	19.47
FLH3	750.60	19.75
FLH4	768.30	20.22
FLH5	782.00	20.58
FLH6	794.70	20.91
FLH7	837.40	22.04

Wage group	Minimum weekly rate \$	Minimum hourly rate \$
FLH8	899.70	23.68

24.2 Junior wages

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

24.3 With Keep Rate

Clause 24.3 updated in accordance with [\[2017\] FWCFB 3433](#) at [120]

If keep is provided then the employer may deduct an amount of **\$127.51** per week from the employee’s total weekly wages.

See Schedule B.2 for a summary of hourly rates of pay including overtime and penalties.

25. Special allowances

Monetary amounts adjusted as a result of AWR 2018

Clause 25.1 updated in accordance with [\[2018\] FWCFB 1405](#) at [142]

25.1 Where a station hand is required by the employer to find their own horse and/or saddle, the employee will be paid ~~a~~ weekly allowances of **\$7.40**:

- (a) **\$7.40** for the horse; and
- (b) **\$5.91** for the saddle.

The allowance specified in clause 25.1(b) is not payable where the employer has reimbursed the employee for the cost of the saddle.

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

Clause 25.3 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- 25.3** Employees will be paid **\$3.31** per day in addition to their ordinary rate for each day upon which they are engaged:
- (a) in or in connection with jetting or spraying of sheep, if they mix the poison or handle the nozzle; or
 - (b) in swabbing sheep for more than three days in any one week.

26. Ordinary hours of work and rostering

26.1 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.

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

26.3 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.

27. Overtime and penalty rates

Clause 27.1 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

27.1 All time worked by an employee in excess of the ordinary hours in clause 26—Ordinary hours of work and rostering will be regarded as overtime.

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

For overtime worked	Overtime rate % ordinary hourly rate
Monday to Saturday	150

For overtime worked	Overtime rate % ordinary hourly rate
Sunday—feeding and watering stock	150
Sunday—other than feeding and watering stock	200

27.3—Time off instead of payment for overtime

Clause 27.3 deleted in accordance with [PR575728](#)

~~An employee may elect to take time off duty, with pay, for a period equal to the overtime worked.~~

Clause 27.4 renumbered as clause 27.3 in accordance with [PR575728](#)

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

- (a) the employee makes a claim to the employer or their authorised representative either within two weeks after the overtime is alleged to have been performed; or
- (b) by the next date of payment of the employee’s wages, whichever is the later.

Clause 27.5 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122] and renumbered as clause 27.4 as a result of [PR575728](#)

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

27.5 Public holidays

Clause 27.6 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122] and renumbered as clause 27.5 as a result of [PR575728](#)

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

27.6 Time off instead of payment for overtime

New clause 27.6 inserted in accordance with [PR575728](#)

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for all overtime that is worked by the employee under this agreement.
- (b) An agreement made under clause 27.6 will remain in place unless the agreement is terminated. The agreement can be terminated by the employer or employee at any time by notice in writing.

- (c) An agreement made under clause 27.6 must be in writing and must state each of the following:
- (i) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (ii) that the agreement can be terminated at any time by notice in writing;
 - (iii) that overtime worked after the agreement is terminated will be paid at the overtime rate applicable to the overtime when worked;
 - (iv) that time off instead of overtime must be taken within 6 months of it being worked, at a time or times agreed by the employee and employer;
 - (v) that, if time off is not taken as mentioned in paragraph (iv), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

Note: An example of the type of agreement required by this clause is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 27.6 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 27.6 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
- (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked unless the employer agrees to pay out the accrued overtime earlier.
- (g) The employer must keep a copy of any agreement under clause 27.6 as an employee record.
- (h) The employer must keep a record of the number of overtime hours worked by the employee, when those hours were worked and an updated record of the employee's time off instead of payment for overtime balance.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 27.6 will apply, including the requirement for a written agreement under paragraph (c) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 27.6 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 27.6.

Part 6—Pig Breeding and Raising

28. Classifications

28.1 General duties

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

- apply and adhere to quarantine control procedures;
- clean and maintain protective footwear and clothing;
- clean and maintain administration and amenities buildings and associated fittings and equipment;
- maintain an adequate environment for the well-being of stock;
- clean accommodation pens, fittings and equipment;
- provide feed and water for stock;
- tend to routine husbandry of all stock;
- apply animal identification systems;
- move, draft and weigh stock;
- remove and dispose of effluent;
- dispose of deceased stock;

- mix and mill feed;
- care for sick or injured stock;
- maintain herd health status at an acceptable level;
- operate farm-related vehicles, plant, machinery and equipment (if appropriately licensed);
- detect oestrous and mate breeding stock;
- diagnose pregnancy in breeding stock;
- assist sows and piglets at farrowing;
- remove faulty or damaged equipment and fittings;
- install new or replacement equipment and fittings;
- maintain a recording system and interpret data;
- transport stock, feed and equipment (if appropriately licensed);
- maintain sheds, fixtures and fittings, fences and surrounds;
- maintain machinery and equipment; and
- perform other duties as required.

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

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

28.2 Piggery attendant level 1 (PA1)

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

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

- (b) An employee at this level:
- is generally a new recruit to the industry who performs simple or routine tasks essentially of a manual nature and to the level of their training;
 - exercises minimal skills, knowledge and decision making;
 - works under direct supervision, and is given regular direction or guidance and whose results are constantly monitored;
 - is undertaking structured training so as to enable them to work at PA2 level; and
 - after adequate instruction the employee, may be required to undertake any task(s) listed in clause 28.1.

28.3 Piggery attendant level 2 (PA2)

- (a) A piggery attendant level 2 (PA2) is:
- an employee appointed by the employer to this level who has completed up to three months' structured training so as to enable the employee to work within the scope of this level.
- (b) An employee at this level:
- may have limited experience in the pig industry, and generally performs simple straightforward tasks, using well established techniques and practices in pig husbandry;
 - exercises skills requiring some knowledge of established techniques and minimal routine decision making;
 - works under frequent direct supervision and guidance;
 - has work regularly inspected and the final result usually checked; and
 - may be required to undertake any task(s) listed in clause 28.1.

28.4 Piggery attendant level 3 (PA3)

- (a) A piggery attendant level 3 (PA3) is:
- an employee appointed by the employer to this level; and
 - who performs a range of different but straightforward tasks using well established techniques and practices under routine supervision.
- (b) An employee at this level:
- exercises skills requiring knowledge or relevant experience in piggery procedures and is required to make decisions within the employee's knowledge and competence on day-to-day management of pigs;

- works under general supervision, is responsible for the quality of their own work and receives limited guidance relating to more unusual features or new tasks;
- may work individually or as part of a team, or may supervise the duties of employees at an equal or lower level;
- may be subject to routine performance checks; and
- may be required to undertake any task(s) listed in clause 28.1.

28.5 Piggery attendant level 4 (PA4)

(a) A piggery attendant level 4 (PA4) is:

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

(b) An employee at this level:

- performs a range of straightforward tasks using well established techniques and practices under limited supervision and is responsible for maintaining the quality and quantity of their work;
- exercises skills requiring sound knowledge of and experience in piggery procedures and requires instruction only on management decisions that vary from established practices and principles;
- exercises some individual judgment and initiative within established principles and practices;
- may work individually or as part of a team or may supervise the duties of employees at an equal or lower level;
- assists in the provision of on-the-job training to a limited degree; and
- may be required to undertake any task(s) listed in clause 28.1.

28.6 Piggery attendant level 5 (PA5)

(a) A piggery attendant level 5 (PA5) is:

- an employee appointed by the employer to this level who has completed a minimum of:
 - two years' adult relevant experience in the industry; or

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

(b) An employee at this level:

- performs a range of tasks using well established techniques and practices under minimal supervision and is responsible for maintaining the quality and quantity of work undertaken individually or as part of a team;
- exercises skills requiring sound knowledge of and experience in piggery procedures and displays considerable individual judgment and initiative within established principles and practices;
- may work individually or as part of a team or may supervise and co-ordinate the duties of employees at an equal or lower level;
- understands and applies quality control techniques; and
- may be required to undertake any task(s) listed in clause 28.1.

28.7 Senior piggery attendant level 6 (PA6)

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

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

(b) An employee at this level:

- performs a range of tasks that may vary from established techniques and practices under minimal supervision and guidance and must be competent in all facets of duties required;
- may be required to work alone, lead work units and/or co-ordinate, supervise and/or train new employees;
- may require extensive individual judgment and initiative within established management guidelines;
- understands and applies quality control and assurance techniques;
- may supervise and/or train employees at all levels up to and including PA5; and
- may be required to undertake any task(s) listed in clause 28.1.

28.8 Senior piggery attendant level 7 (PA7)

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

- an employee appointed by the employer who has completed a minimum of:

- three years’ adult experience in the pig breeding industry; and
- has completed the New South Wales Technical and Further Education Rural Trades Course or other Trades Certificate and/or course(s) accredited and recognised by the Pig Industry Training Council.

(b) An employee at this level:

- performs a range of tasks relating to the purchase, installation and programmed maintenance of plant, fittings and fixtures and mechanical, hydraulic or electrical equipment and machinery;
- exercises discretion within the scope of this level and the employee’s qualifications/training;
- provides trade guidance and assistance to levels PA5 and PA6 as part of a work team;
- works with minimal direction or supervision and is responsible for the quality of their own work;
- exercises trade skills relevant to the requirements of the level;
- co-ordinates and supervises non-trades employees within a work team; and
- may be required to undertake any task(s) listed in clause 28.1.

29. Minimum wages

Monetary amounts adjusted as a result of AWR 2018

29.1 Adult wages

The following wages apply to adult piggery attendants classified under clause 28—
Classifications of this award:

Wage group	Minimum weekly rate \$	Minimum hourly rate \$
PA1	719.20	18.93
PA2	739.40	19.46
PA3	768.30	20.22
PA4	794.80	20.92
PA5	815.40	21.46
PA6	837.40	22.04
PA7	863.60	22.73

29.2 Junior wages

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

See Schedule B.4 and B.5 for a summary of hourly rates of pay including overtime and penalties.

30. Ordinary hours and roster cycles for non-shiftworkers

Ordinary hours of work and Shiftwork and rostering provisions have been re-drafted and inserted as clauses 30, 31, 32, 33 and 34 in accordance with [\[2018\] FWC 1558](#) and [\[2018\] FWCFB 6368](#) at [34]–[86]—plain language re-drafting

30.1 Maximum hours in certain periods

- (a) Normally, an employee’s ordinary hours of work will be up to 8 hours a day between 6.00 am and 6.00 pm Monday to Friday.
- (b) However, the employee and the employer may agree:
 - (i) that the employee is to work up to 12 ordinary hours in a day; and
 - (ii) to change the span of hours as allowed under clause 30.1(a).
- (c) The employer and the majority of employees at a workplace may agree about how the 38 hour week is implemented at that workplace.
- (d) In any four week period, a piggery attendant is not to work more than 152 ordinary hours.

30.2 Minimum payment for one week

If an employee works less than 38 hours in one week in a four week period, then the employer must pay the employee for 38 hours work for that week.

~~**30. Ordinary hours of work**~~

~~30.1 Ordinary hours for piggery attendants will not exceed 152 hours in any four week period.~~

~~30.2 If an employee works less than 38 hours in one week of any four week period then the employer will use its best endeavours to ensure that the employee is paid for 38 hours work during any week.~~

~~30.3—Unless an agreement is reached between the employer and employee, the spread of ordinary hours will not exceed eight per day between 6.00 am and 6.00 pm Monday to Friday, unless otherwise agreed by the employer and employee.~~

~~30.4—No employee will be required to work more than 12 ordinary hours per day.~~

~~30.5—Agreement may be reached between an employer and the majority of employees at a workplace about the method of implementing a 38 hour week at the workplace.~~

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

Ordinary hours of work and Shiftwork and rostering provisions have been re-drafted and inserted as clauses 30, 31, 32, 33 and 34 in accordance with [\[2018\] FWC 1558](#) and [\[2018\] FWC FB 6368](#) at [34]–[86]—plain language re-drafting

31.1 Application of clause 31

Clause 31 applies to shiftworkers who work on continuous work as defined in clause 31.2.

31.2 Definition of continuous work

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

31.3 Maximum hours in certain periods

- (a) In any 28 day period, a shiftworker working a shift:
 - (i) is not to work more than 152 ordinary hours; and
 - (ii) is to average 38 ordinary hours a week, including crib time.
- (b) However, the employer and the majority of employees concerned may agree on a roster system that results in the weekly average of 38 ordinary hours being achieved over a period that is longer than 28 days, but no longer than 26 weeks.

31.4 Length of shifts

- (a) A shiftworker is to work a shift of up to 8 ordinary hours at the times the employer requires.
- (b) A shift may not be longer than 12 ordinary hours.
- (c) If a shift is to be longer than 8 ordinary hours, then it is to be agreed by the employer and the majority of employees in the plant, or work section, or sections concerned.

31.5 Frequency of shifts

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

31.6 Crib time for shiftworkers

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

~~31. Shiftwork and rostering~~

~~31.1 Shiftwork definitions~~

- ~~(a) **Afternoon shift** means any shift finishing after 6.00 pm and at or before midnight.~~
- ~~(b) **Continuous work** means work carried out:
 - ~~(i) on consecutive shifts of employees;~~
 - ~~(ii) over 24 hours a day;~~
 - ~~(iii) for at least six consecutive days; and~~
 - ~~(iv) without interruption, except during breakdowns, meal breaks or due to unavoidable causes beyond the control of the employer.~~~~
- ~~(c) **Non-continuous work** means work carried by a shiftworker who works on an afternoon or night shift which does not continue:
 - ~~(i) for at least five successive afternoons or nights on a five day site or six successive afternoons or nights on a six day site; or~~
 - ~~(ii) for at least the number of ordinary hours prescribed by one of the alternative arrangements in clauses 0 or 0 of this award;~~~~
- ~~(d) **Night shift** means any shift finishing after midnight and at or before 8.00 am.~~
- ~~(e) **Rostered shift** means a shift of which the employee concerned has had at least 48 hours notice.~~
- ~~(f) **Permanent night shift** is where an employee who:
 - ~~(i) during a period of engagement on shift, works night shift only; or~~
 - ~~(ii) remains on night shift for a longer period than four consecutive weeks; or~~
 - ~~(iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one third of their working time off night shift in each shift cycle.~~~~

~~31.2 Ordinary hours and roster cycles—shiftworkers~~

- ~~(a) — By agreement between the employer and the majority of employees concerned, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.~~
- ~~(b) — The ordinary hours of shiftworkers will average 38 per week inclusive of crib time and must not exceed 152 hours in 28 consecutive days.~~
- ~~(c) — If the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed a maximum of 26 weeks.~~
- ~~(d) — In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours will be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned.~~
- ~~(e) — Subject to clause 0, ordinary hours of work must not exceed 10 hours per shift inclusive of crib time.~~
- ~~(f) — By agreement between the employer, the majority of employees in the work section or sections concerned and where an employee or employees nominate, ordinary hours not exceeding 12 on any day may be worked.~~
- ~~(g) — Except at the regular changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.~~

~~(h) — **Breaks**~~

~~(i) — **Continuous work**~~

~~Shiftworkers on continuous work as defined in clause 0 will be allowed a 20 minute crib break each shift, which will be counted as time worked.~~

~~(ii) — **Other than continuous work**~~

~~Shiftworkers who are not engaged in continuous work as defined in clause 0:~~

- ~~• will work ordinary hours continuously except for meal breaks at the discretion of the employer; and~~
- ~~• must not be required to work for more than five hours without a break for a meal.~~

31.3 — Rosters

~~Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.~~

31.4 — Variation by agreement

- ~~(a) — Subject to clause 0 the method of working shifts may in any case be varied by agreement between the employer and the majority of employees concerned.~~

- ~~(b) The time of commencing and finishing shifts once having been determined may be varied:~~
- ~~(i) by agreement between the employer and the majority of employees concerned to suit the circumstances of the establishment; or~~
 - ~~(ii) in the absence of agreement by five days' notice of alteration given by the employer to the employees.~~

~~31.5 Afternoon or night shift allowances~~

Shift	Penalty rate % ordinary hourly rate
Afternoon or non-permanent night	115
Permanent night shift— all hours	130
Non-continuous afternoon or night— first 3 hours	150
Non-continuous afternoon or night— after first 3 hours	200

~~A shiftworker required to work on Saturdays, Sundays or public holidays must not receive the shift penalty in clause 0 on those days. The provisions of clauses 0— Saturday and Sunday penalty rates and 34—Penalty rates for shiftwork will apply instead.~~

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

Ordinary hours of work and Shiftwork and rostering provisions have been re-drafted and inserted as clauses 30, 31, 32, 33 and 34 in accordance with [\[2018\] FWC 1558](#) and [\[2018\] FWCFB 6368](#) at [34]–[86]—plain language re-drafting

32.1 Application of clause 32

Clause 32 applies to shiftworkers at workplaces that operates on a basis other than continuous work. Continuous work is defined at clause 31.2.

32.2 Maximum hours in certain periods

- (a) In any 28 day period, a shiftworker working a shift:
 - (i) is not to work more than 152 ordinary hours; and
 - (ii) is to average 38 ordinary hours a week.
- (b) However, the employer and the majority of employees concerned may agree on a roster system that results in the weekly average of 38 ordinary hours being achieved over a period that is longer than 28 days, but no longer than 26 weeks.

32.3 Length of shifts

- (a) A shiftworker is to work a shift of up to 8 ordinary hours at the times the employer requires.
- (b) A shift may not be longer than 12 ordinary hours.
- (c) If a shift is to be longer than 8 ordinary hours, then it is to be agreed by the employer and a majority of the employees in the plant, or work section, or sections concerned.

32.4 Frequency of shifts

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

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

~~**32—Overtime**~~

Clause 32—Overtime renumbered as clause 35

~~**32.1**—All time worked by piggery attendants before the ordinary commencing time or after the ordinary finishing time or in excess of ordinary hours of work in any one day or in any one week will be regarded as overtime.~~

~~**32.2**—Overtime will be paid at the following rates:~~

For overtime worked	Overtime rate % ordinary hourly rate
Monday to Saturday—first two hours	150
Monday to Saturday—after first two hours	200
Sunday— all hours	200

~~**32.3**—A minimum payment of three hours’ overtime on a Saturday or Sunday is payable except for work which is continuous with ordinary duty.~~

~~**32.4**—In computing overtime each day’s work will stand alone.~~

~~**32.5**—Employees will work reasonable overtime to meet the needs of the enterprise.~~

~~**32.6—Recall to duty**~~

- ~~(a) —An employee recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) must be paid for a minimum of four hours’ work at the appropriate rate for each time the employee is so recalled.~~
- ~~(b) —The employee must not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.~~

32.7—Overtime meal allowance

- ~~(a) Where overtime is unplanned and not notified the day or days beforehand, a payment will be made of \$13.34 after two hours of overtime if work will continue beyond the meal break. Alternatively the employer may supply the employee with a meal.~~
- ~~(b) Where an employee is notified the day or days prior to an overtime day, the meal allowance is not payable unless the overtime is cancelled. Where cancellation occurs and notice of cancellation is not given at least the day before the planned overtime, the employee will be paid the meal allowance.~~

32.8—Paid breaks during overtime

~~(s) Meal break~~

~~Before starting overtime an employee will be allowed a meal break of 30 minutes which will be paid for at ordinary rates.~~

~~(b) Crib time~~

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

33. Rostering shifts

Ordinary hours of work and Shiftwork and rostering provisions have been re-drafted and inserted as clauses 30, 31, 32, 33 and 34 in accordance with [\[2018\] FWC 1558](#) and [\[2018\] FWC FB 6368](#) at [34]–[86]—plain language re-drafting

33.1 Rosters—ordinary hours to be specified

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

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

The spans of shifts that an employee may work are in clause 34.1(a) and clause 34.1(b) (Definitions of types of shift). The employer and the majority of employees concerned may agree to alter the span of hours over which shifts may be worked by up to one hour at either end.

33.3 Varying method of working shifts by agreement

- (a) The employer and the majority of employees concerned may agree to vary the method of working shifts.
- (b) Once the start and finish time of each shift have been determined (whether under paragraph (a) or in any other way), those times may be varied to suit the circumstances of the establishment:
 - (i) by the employer and the majority of employees concerned agreeing to a variation; or

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

33. ~~Saturday and Sunday penalty rates~~

Clause 33—Saturday and Sunday penalty rates renumbered as clause 36

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

For time worked:	Penalty rate % ordinary hourly rate
Day workers	
Saturday—ordinary hours worked by agreement	150
Shiftworkers	
Saturday¹	150
Sunday—continuous shifts²	200
¹ Provision in substitution for and not cumulative upon shift allowances in clause 0.	
² Where the major portion of the rostered shift is on a Sunday.	

34. Penalty rates for shiftwork

Ordinary hours of work and Shiftwork and rostering provisions have been re-drafted and inserted as clauses 30, 31, 32, 33 and 34 in accordance with [\[2018\] FWC 1558](#) and [\[2018\] FWCFB 6368](#) at [34]–[86]—plain language re-drafting

34.1 Definitions of types of shift

- (a) Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.
- (b) Night shift means any shift finishing after midnight and at or before 8.00 am.
- (c) Permanent night shift means a night shift on which the employee carries out work during a period for which they are engaged on shift work and the employee:
 - (i) works only night shifts; or
 - (ii) remains on night shift for more than four consecutive weeks; or
 - (iii) works on a night shift cycle in which they do not have at least one third of their working time off night shift in each shift cycle (that time off might be arranged through a shift rotation or by the worker's shift alternating with another shift).

- (d) **Successive afternoon or night shift** means a shift (that is not a permanent night shift as defined in paragraph (c)) worked by an employee during a period where the employee works:
 - (i) 5 successive afternoons or 5 successive night shifts on a 5 day site; or
 - (ii) 6 successive afternoons or 6 successive night shifts on a 6 day site.
- (e) **Non-successive afternoon or night shift** means a shift (that is not a permanent night shift as defined in paragraph (c)) on which the employee works any mix of afternoon and night shifts in any:
 - (i) 5 successive days on a 5 day site; or
 - (ii) 6 successive days on a 6 day site.

34.2 Rates for shiftwork

An employer must pay an employee working ordinary hours on the shifts defined in clause 34.1 at the rates in the table below:

<u>Shift</u>	<u>Penalty rate</u> <u>(% of minimum hourly rate)</u>
<u>Successive afternoon or night shift</u>	<u>115%</u>
<u>Non-successive afternoon or night shift</u>	<u>First 3 hours, 150%</u> <u>After first 3 hours, 200%</u>
<u>Permanent night shift</u>	<u>130%</u>
<u>Saturday or Sunday</u>	<u>See clause 36—Saturday and Sunday penalty rates</u>
<u>Public holiday</u>	<u>See clause 37—Payment for public holidays</u>

NOTE: employees to whom Part 6—Pig Breeding and Raising applies may work on shifts under:

- (a) Clause 31—Continuous work hours—Ordinary hours and roster cycles for shiftworkers: or
- (b) Clause 32—Other than continuous work hours—Ordinary hours and roster cycles for shiftworkers.

34.—Payment for public holidays

Clause 34—Payment for public holidays renumbered as clause 37

~~34.1—A piggery attendant who is a day worker required to work on a public holiday will be paid 250% of the ordinary hourly rate for a minimum of three hours and up to the~~

~~usual rostered hours. For time worked in excess of the ordinary rostered hours overtime rates will apply.~~

~~34.2 A shiftworker required to work on a public holiday will be paid 200% of the ordinary hourly rate for a minimum of three hours and up to the usual rostered hours.~~

~~34.3 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.~~

35. Overtime

Clause 32—Overtime renumbered as clause 35 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

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

35.2 Overtime will be paid at the following rates:

For overtime worked	Overtime rate % ordinary hourly rate
Monday to Saturday—first two hours	150
Monday to Saturday—after first two hours	200
Sunday—all hours	200

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

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

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

35.6 Recall to duty

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

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

35.7 Overtime meal allowance

Items 9, 30 and 62 – operation of clauses 10.2(d) and 35.7 (previously 32.7) to be referred to a separately constituted Full Bench – see [\[2017\] FWCFB 5536](#) at [292]

- (a) Where overtime is unplanned and not notified the day or days beforehand, a payment will be made of **\$13.34** after two hours of overtime if work will continue beyond the meal break. Alternatively the employer may supply the employee with a meal.
- (b) Where an employee is notified the day or days prior to an overtime day, the meal allowance is not payable unless the overtime is cancelled. Where cancellation occurs and notice of cancellation is not given at least the day before the planned overtime, the employee will be paid the meal allowance.

35.8 Paid breaks during overtime

(a) Meal break

Before starting overtime an employee will be allowed a meal break of 30 minutes which will be paid for at ordinary rates.

(b) Crib time

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

35.9 Time off instead of payment for overtime

Clause 35.9 inserted in accordance with [PR575728](#)

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for all overtime that is worked by the employee under this agreement.
- (b) An agreement made under clause 35.9 will remain in place unless the agreement is terminated. The agreement can be terminated by the employer or employee at any time by notice in writing.
- (c) An agreement made under clause 35.9 must be in writing and must state each of the following:
 - (i) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (ii) that the agreement can be terminated at any time by notice in writing;
 - (iii) that overtime worked after the agreement is terminated will be paid at the overtime rate applicable to the overtime when worked;
 - (iv) that time off instead of overtime must be taken within 6 months of it being worked, at a time or times agreed by the employee and employer;
 - (v) that, if time off is not taken as mentioned in paragraph (iv), the employer must pay the employee for the overtime, in the next pay period following

those 6 months, at the overtime rate applicable to the overtime when worked.

Note: An example of the type of agreement required by this clause is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 35.9 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 35.9 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
- (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked unless the employer agrees to pay out the accrued overtime earlier.
- (g) The employer must keep a copy of any agreement under clause 35.9 as an employee record.
- (h) The employer must keep a record of the number of overtime hours worked by the employee, when those hours were worked and an updated record of the employee's time off instead of payment for overtime balance.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request the clause 35.9 will apply, including the requirement for a written agreement under paragraph (c) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 35.9 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 35.9.

36. Saturday and Sunday penalty rates

Clause 36 updated in accordance with [\[2017\] FWCFB 3433](#) at [249]

Clause 33—Saturday and Sunday penalty rates renumbered as clause 36 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

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

For time worked:	Penalty rate % ordinary hourly rate
Day workers	
Saturday—ordinary hours worked by agreement	150
Shiftworkers	
Saturday ¹	150
Sunday—continuous shifts (where the major portion of the rostered shift is on a Sunday) ²	200

¹ Provision in substitution for and not cumulative upon shift allowances in clause 34.2—Rates for shiftwork.

² Where the major portion of the rostered shift is on a Sunday.

37. Payment for public holidays

Clause 34—Payment for public holidays renumbered as clause 37 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

- 37.1** A piggery attendant who is a day worker required to work on a public holiday will be paid **250%** of the ordinary hourly rate for a minimum of three hours and up to the usual rostered hours. For time worked in excess of the ordinary rostered hours overtime rates will apply.
- 37.2** A shiftworker required to work on a public holiday will be paid **200%** of the ordinary hourly rate for a minimum of three hours and up to the usual rostered hours.
- 37.3** 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.

Part 7—Poultry Farming

38. Classifications

Clause 35 renumbered as clause 38 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

- (a) A poultry farm worker level 1 (PW1) includes:
- General hands.
- (b) An employee at this level:
- may undertake training for any task;
 - may be trained in more than one specific area, depending on the employee's application to these tasks;
 - may be engaged in collecting and grading eggs; and
 - has less than 12 months' experience in the industry.

38.2 Poultry farm worker level 2 (PW2)

- (a) A poultry farm worker level 2 (PW2) includes:
- (i) an employee with more than 12 months' experience in the industry who performs the duties of a poultry farm worker level 1 and may be required to perform any of the following duties:
- collect and grade eggs;
 - care for sheds and litter, maintain egg records, cull flocks of poultry as required;
 - remove waste product;
 - drive and/or operate farm plant and equipment; and
 - pick-up work and associated general duties as a farm hand.
- (ii) Hatchery assistants who:
- rotate eggs in incubators;
 - check eggs;
 - undertake sexing and beak trimming;
 - sort and grade eggs and day-old poultry;
 - fumigate and vaccinate;
 - clean and sanitise hatchery incubators, hatching and associated equipment; and

- perform any work undertaken by a farm hand.
- (b) An employee at this level may be engaged at or in connection with mixing poultry food or grain crushing.

38.3 Poultry farm worker level 3 (PW3)

- (a) A poultry farm worker level 3 (PW3) includes:
- (i) Stock hands who:
 - are other than hatchery employees or employees engaged in pick up work; and
 - have been and are substantially engaged in actually handling livestock for a period of six months.
 - (ii) Farm maintenance workers who perform:
 - pipefitting work;
 - tack welding; and
 - other minor maintenance work which involves the significant use of tools.
 - (iii) Farm transporters who:
 - have their principal duties centred on a poultry farm or hatchery;
 - may work as a stock hand, farm hand or hatchery assistant;
 - transport livestock and/or eggs from farm to farm and from farm to hatchery or return and related activities;
 - remove and transport litter and sawdust for poultry farms; and
 - are qualified front-end loader operators.
- (b) An employee at this level:
- will also perform any task undertaken by a farm hand; and
 - may operate a front-end loader as part of their general duties.

38.4 Poultry farm worker level 4 (PW4)

- (a) A poultry farm worker level 4 (PW4) includes:
- (i) Authorised testers;
 - (ii) Certified rural tradespersons who:
 - have been employed for a period of not less than four years' relevant employment in a rural industry; and

- have completed the Rural Trades Course at TAFE or similar course or courses approved by the Rural Apprenticeship Training Committee upon application.

39. Minimum wages

Monetary amounts adjusted as a result of AWR 2018

Clause 36 as renumbered as clause 39 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

39.1 Adult wages

The following wages apply to adult poultry workers classified under clause 38—Classifications of this award:

Wage group	Minimum weekly rate \$	Minimum hourly rate \$
PW1	719.20	18.93
PW2	750.60	19.75
PW3	782.00	20.58
PW4	837.40	22.04

39.2 Junior wages

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

See Schedule B.6 and B.7 for a summary of hourly rates of pay including overtime and penalties

40. Ordinary hours of work and rostering

Clause 37 renumbered as clause 40 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

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

41. Overtime and public holidays

Clause 38 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

Clause 38 renumbered as clause 41 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

41.1 Overtime

- (a) All time worked by a poultry worker in excess of the ordinary hours in clause 40—Ordinary hours of work and rostering will be regarded as overtime.
- (b) The rate of pay for overtime for a poultry farm worker will be:

For overtime worked	Overtime rate % ordinary hourly rate
Monday to Saturday	150
Sunday—feeding and watering stock	150
Sunday—other than feeding and watering stock	200

~~(c) Time off instead of payment for overtime~~

Clause 41.1(c) deleted in accordance with [PR575728](#)

~~An employee may elect to take time off duty, with pay, for a period equal to the overtime worked.~~

~~41.2 Public holidays~~

Clause 41.2 moved as a result of [PR575728](#)

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

41.2 Time off instead of payment for overtime

New clause 41.2 inserted in accordance with [PR575728](#)

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for all overtime that is worked by the employee under this agreement.
- (b) An agreement made under clause 41.2 will remain in place unless the agreement is terminated. The agreement can be terminated by the employer or employee at any time by notice in writing.
- (c) An agreement made under clause 41.2 must be in writing and must state each of the following:
 - (i) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

- (ii) that the agreement can be terminated at any time by notice in writing;
- (iii) that overtime worked after the agreement is terminated will be paid at the overtime rate applicable to the overtime when worked;
- (iv) that time off instead of overtime must be taken within 6 months of it being worked, at a time or times agreed by the employee and employer;
- (v) that, if time off is not taken as mentioned in paragraph (iv), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

Note: An example of the type of agreement required by this clause is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 41.2 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 41.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked unless the employer agrees to pay out the accrued overtime earlier.
- (g) The employer must keep a copy of any agreement under clause 41.2 as an employee record.
- (h) The employer must keep a record of the number of overtime hours worked by the employee, when those hours were worked and an updated record of the employee's time off instead of payment for overtime balance.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request the clause 41.2 will apply, including the requirement for a written agreement under paragraph (c) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 41.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 41.2.

41.3 Public holidays

Clause 41.2 moved and renumbered as 41.3 as a result of [PR575728](#)

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

Part 8—Shearing Operations

42. Classifications

Clause 39 as renumbered as clause 42 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

42.1 Employees engaged for work in a shed, other than Woolclassers and Shearing shed experts, will be engaged on a casual basis in one or more of the following categories:

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

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

42.2 Shed hands or Woolpresser-shed hands

Clause 42.2 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- (a) A shed hand or Woolpresser-shed hand may be required to work as a generally useful hand in or about the shearing shed either during the crutching or shearing or when crutching or shearing is not taking place.
- (b) Shed hands, Woolpressers and Woolpresser-shed hands will be paid by the run (as defined in clause 46.1(b)).

(c) Minimum daily payment

- (i)** Employees will be guaranteed a minimum daily payment for two runs on any day on which the employee attends for duty; except
- if on the day of cut out work continues beyond the normal lunch break then payment will be made for four runs; or
 - if sheep are voted wet at the commencement of the third or fourth run, then they will be paid for all completed runs on that day together with the run due to commence or partly completed at the time sheep are voted wet.
- (ii)** Minimum payment per day will not apply where an employee is not required to attend for work because of wet weather, provided that:
- the employee is advised on each preceding day that they will not be required to attend; or
 - the employee is advised by the employer of a starting time with more than 24 hours' notice.
- (d)** When an employee has mixed functions (e.g. as Woolpresser and shed hand) they will be paid at the rate that attracts the higher minimum rate of pay under this award.
- (e)** Woolpresser-shed hands and shed hands will weigh, brand, store and carry wool to the press without extra payment.
- (f)** An employer may direct a shed hand to carry out the duties of a Woolpresser, provided that:
- (i)** the employee will only be required to perform those duties of a Woolpresser that are within the limits of that employee's skill, competence and training;
 - (ii)** the performance of such duties does not involve either an alteration to the employee's classification or a major and substantial change in the duties normally performed by the employee; and
 - (iii)** the direction will be given only in the pursuit of the efficient conduct of a shearing or crutching operation in circumstances of unavailability of a contracted Woolpresser for a limited period.

42.3 Woolpressers

Clause 42.3 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- (a)** A Woolpresser or Woolpresser-shed hand will:
- (i)** press as soon as possible all the wool shorn or crutched from the relevant shearing or crutching;
 - (ii)** weigh, brand and store the wool; and

- (iii) press and close the bales in the manner and, as nearly practicable, to the weight directed by the overseer, and remove all clippings and string from the inside of the bales and clear away such clippings and string and all loose wool from the portion of the shed occupied for woolpressing.
- (b) An employer may direct a Woolpresser to carry out the duties of a shed hand, provided that:
 - (i) the employee will only be required to perform those duties of a shed hand that are within the limits of that employee's skill, competence and training; and
 - (ii) the performance of such duties does not involve either an alteration in the employee's classification or a major and substantial change in the duties normally performed by the employee.

42.4 Shearing cooks

- (a) Shearing cooks will prepare and cook up to five meals per day, including morning and afternoon tea, for an agreed number of persons.
- (b) The total number of persons for whom an employee is to cook, on the average of the shearing or crutching, will not be:
 - (i) less than the minimum number agreed upon; or
 - (ii) more than the maximum number agreed upon.
- (c) If any of the employees for whom the Shearing cook is to cook for, strike or wilfully cease work against the direction of the employer, the Shearing cook will be entitled to payment of wages in respect only of those employees who do not strike or cease work.
- (d) The Shearing cook will provide at the cook's own expense such suitable assistant or assistants as may be necessary for the proper cooking and serving of food.
- (e) Shearing cooks may be engaged per half day.
- (f) On the day prior to the commencement of shearing or crutching, should the Shearing cook be required to prepare the evening meal or clean and prepare the kitchen for a normal start on the following day, payment will be made at **50%** of the daily or piecework rate.
- (g) On the day of cut out a Shearing cook will be guaranteed **50%** of the daily or piecework rate. However should shearing proceed after the normal midday meal break, a full day's wages will be payable.
- (h) Where a Shearing cook is engaged to cook for non-resident employees and prepares morning and afternoon tea and a midday meal they will receive **50%** of the daily or piecework rate.
- (i) Where clause 42.4(h) applies, employees will be required to contribute a maximum of **50%** of the rate established pursuant to clause 43.6 of this award.

42.5 Shearers and learner shearers

(a) Shearers

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

(b) Learner shearers

- (i) A learner will mean a shearer or intending shearer who has not yet shorn five thousand sheep.
- (ii) A learner who starts in a shed as a learner may continue to be regarded as a learner under this clause for a run of sheds, although they become a shearer, not a learner, before the run of sheds is completed.
- (iii) It will be obligatory upon such learner to produce to their employer or intended employer a certificate, log book or equivalent in the following form showing the number of sheep they have shorn:

LEARNER’S CERTIFICATE TO BE PRESENTED AT EACH SHEARING

Issued to

Home address

Date of issue of certificate

Age

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

- (iv) The earnings of a learner shearer will not be less than they would have received had they been employed for the same period as an adult shed hand, plus the combs and cutters allowance of **\$20.81** per week. The agreement of such specified learner will be endorsed “learner” at the time it is signed.

42.6 Crutchers

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

42.7 Woolclassers

The classification and duties structure is as follows:

- (a) Woolclasser level 1

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

- (i) to classify the wool and advise and report generally as a wool expert, according to the industry agreed code of practice as published by the Australian Wool Exchange Limited or its successors;
- (ii) to instruct the woolrollers and supervise the skirting and rolling of the fleece;
- (iii) to instruct and supervise the piece-pickers, the pickers-up as far as concerns their duty in picking up the fleeces and all other persons engaged in the handling of the wool;
- (iv) to instruct the Woolpressers and exercise a general supervision over the pressing, weighing and branding of the bales;
- (v) to keep the shed wool book, or see that it is kept by the Woolpresser or woolweigher, to the satisfaction of the employer, and, where required, to write up the station permanent wool and weight book daily (one copy only); and
- (vi) to complete waybills if and when required.

(b) Woolclasser level 2

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

- (i) woolclassing duties, being any of the duties outlined in relation to Woolclasser level 1; and
- (ii) woolrolling, where such work is incidental to the duties of a Woolclasser, and other shed hand work where such work is a minor and incidental part of the duties of the Woolclasser. In the interest of efficient performance of work by the Woolclasser, such woolrolling will not be performed in a shed where more than 900 fleeces per day are shorn.

(c) Woolclasser level 3

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

- (i) woolclassing duties, being any of the duties described for Woolclasser level 1 above;
- (ii) woolrolling or other shed hands work as described for Woolclasser level 2 above;
- (iii) overseeing or management of the board, provided that a Woolclasser must not do overseeing nor take the management of the board in addition to doing woolclassing in any shed where more than twelve Shearers are employed;
- (iv) bookkeeping; and

- (v) experting, as described in clause 42.8, provided that except in the case of an emergency, a Woolclasser must not act as an expert in addition to doing woolclassing in a shed where more than six Shearers are employed at any one time.

42.8 Shearing shed experts

(a) Shearing shed expert level 1

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

- (i) attending to the shearing shed machinery;
- (ii) engine driving;
- (iii) the grinding of combs and cutters; and
- (iv) such other duties as may be agreed upon by the employer and the employee at the time of the employee’s engagement.

(b) Shearing shed expert level 2

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

- (i) experting duties as described for Shearing shed expert level 1;
- (ii) woolrolling or other shed hands work where such work is a minor and incidental part of the duties of an expert. In the interest of efficient performance of work, such woolrolling must not be performed in a shed where more than 900 fleeces per day are shorn;
- (iii) overseeing or management of the board; and
- (iv) bookkeeping.

43. Minimum wages

Monetary amounts adjusted as a result of AWR 2018

Clause 40 as renumbered as clause 43 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

43.1 The minimum rates for Shearers will be:

Minimum rates for shearing (by machine)	Not found employee ¹ \$	If found employee ¹ \$
Flock sheep—wethers, ewes and lambs—rate per 100	310.77	279.34
Flock sheep—wethers, ewes and lambs—rate per day	232.18	200.75

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

Clause 43.2 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

43.2 Other shearing rates

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

43.3 Rates for crutching

Clause 43.3 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

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

(a) Piecework rates—if not found employee:

	Per 100 \$ At sheds	Per 100 \$ Other than at sheds
Full crutching: shearing the inside parts of the legs, between the legs, and around and above the tail. In addition when required: <ul style="list-style-type: none"> • removing wool that has been struck by blowfly; • lifting the bottom leg and shearing that leg prior to turning the sheep around and above the tail; and/or • giving up to two blows above the tail 	90.12	77.69
All other crutching	71.48	62.15
For wiggging or ringing	34.18	34.18
For either wiggging or ringing in addition to crutching	9.32	9.32
For wiggging and ringing	55.94	55.94
For wiggging and ringing in addition to	15.54	15.54

	Per 100 \$ At sheds	Per 100 \$ Other than at sheds
crutching—crutching rate plus		
For cleaning the belly of any ewe above the teats (no more than two blows of the machine or shears)—crutching rates plus	7.77	7.77

(b) Lack of amenities allowance

An allowance of **\$10.03** per person per day will be paid for the lack of amenities when crutching is performed other than at sheds in addition to the piecework rates in clause 40.3(a).

(c) Special crutching rates

(i) For crutching stud ewes and their lambs—one and a quarter of the rates prescribed in clause 43.3(a).

(ii) For crutching rams and ram stags—double the rates prescribed in clause 43.3(a).

(d) If found employee—the rates prescribed above less the amount of **\$31.43**, which is arrived at by adding the Shearing cook’s daily rate to one fifth of the Shearers’ ration component.

43.4 Rates for shed hands

Clause 43.4 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

(a) If not found employee:

Adults	Weekly rate \$	Per run rate \$
For adults with less than 65 work days’ experience as a shed hand	1115.83	55.79
For adults with 65 or more work days’ experience as a shed hand	1173.91	58.70

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

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

(d) If found employee—the rates prescribed above less the amount of **\$31.43**, which is arrived at by adding the Shearing cook’s daily rate to one fifth of the Shearers’ ration component.

43.5 Rates for Woolpressers—if not found employee:

Clause 43.5 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

(a) **Piecework**

	\$
By hand—per bale	18.71
By hand—per kilo	0.1228
By power—per bale	12.47
By power—per kilo	0.0818

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

- (b) For weighing and branding bales—**\$0.41** per bale extra.
- (c) If the total sum which the Woolpresser would receive under the rates in clause 43.5(a) amounts to less than **\$62.10** per run multiplied by the number of runs that a time work employee would have been paid for, the employer will pay the deficiency to the employee.
- (d) **If found employee**—the rates prescribed above less the amount of **\$31.43**, which is arrived at by adding the Shearing cook’s daily rate to one fifth of the Shearers’ ration component.
- (e) Woolpressers engaged at piecework rates will, for all wool pressed by them, be paid wholly per bale or wholly per kilogram and will for greasy wool per kilogram be paid for an average of 140 kg per bale if the bales pressed average less than that weight.
- (f) The minimum rate to be paid for woolpressing for employees engaged at time work rates will be **\$62.10** per run if not found employee. If found employee, rates will be the rate prescribed less **\$31.43** per day, which is arrived at by adding the Shearing cook’s daily rate to one fifth of the Shearers’ ration component.
- (g) Provided that where a Woolpresser engaged at time work would have earned more at a particular shearing than the minimum calculation (by multiplying the per run rate by the number of runs the Woolpresser would have been paid for) if the Woolpresser had been engaged at piecework rates, then the Woolpresser will be paid at the piecework rate pursuant to clause 43.5(a) .

43.6 Rates for Shearing cooks

- (a) The minimum rates to be paid to employees for acting as Shearing cook in connection with shearing or crutching operations will be **\$19.55** per day per found employee for every person excepting themselves for whom the employee cooks.
- (b) If the total amount which the Shearing cook would receive under this clause for the term of the employment amounts to less than **\$254.13** per day per found

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

- (c) A Shearing cook engaged for a half day will be paid **50%** of the rate per day per found employee for every person for whom the employee cooks.
- (d) The minimum rates for Shearing cooks are arrived at by the formula provided in clause A.5.

43.7 Woolclassers piecework rates

- (a) For carrying out the duties described in clause 42.7 of this award, a Woolclasser will be paid at the rate of **\$355.35** per 1,000 sheep and/or lambs.
- (b) All rams and/or ram stags’ wool classed will be paid for at double the rate in clause 43.7(a).

43.8 Woolclassers guaranteed weekly minimum rates

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

43.9 Woolclassers and Shearing shed experts

- (a) The following minimum weekly rates will apply to Woolclassers and Shearing shed experts classified under clause 42—Classifications:

Classification	Minimum weekly rate
	\$
Shearing shed expert level 1	1185.80
Shearing shed expert level 2	1317.55
Woolclasser level 1 ¹	1317.55
Woolclasser level 2 ¹	1421.40
Woolclasser level 3 ¹	1488.95
¹ Woolclasser minimum weekly rates are arrived at according to the formulae provided in clause A.6	

- (b) **Piecework rate**

The piecework rate formula is: \$1,421.40 (Woolclasser level 2) ÷ 4 = **\$355.35**.

- (c) **Shearing shed experts**

- (i) **E1**—Expert level 1 (experting only) will be paid at **90%** of the Woolclasser level 1 rate. The E1 rate is **\$1185.80** per week.
- (ii) **E2**—Expert level 2 (experting plus any additional duties except woolclassing) will be paid at Woolclasser level 1 rate. The E2 rate is **\$1317.55** per week.

- (d) For the purpose of this clause:
 - (i) employment will be deemed to begin at the time at which the employee is instructed to arrive at the station, but if the employee does not arrive until later, then at the time of arrival;
 - (ii) the number of stands to be taken is the maximum number of stands actually occupied by Shearers during the shearing;
 - (iii) in calculating the guaranteed amount in respect of employment for part of a week, the employee will be entitled to **20%** of the prescribed weekly rate for each day or part of a day;
 - (iv) employment of experts and Woolclassers will be by the day unless a longer period of engagement is agreed. Unless the Woolclasser or expert has been notified the previous day that their attendance is not required for that day, then providing they present themselves as ready, able and willing to work prior to commencement of work then they will be paid for that day at **20%** of the appropriate minimum weekly rate specified in this clause; and
 - (v) all employees are entitled to work as expeditionary employees.
- (e) At the commencement of shearing the employer or a representative will appoint a certain day upon which the employer will, in each and every week, if so required, pay to the employee any sum not exceeding **75%** of the amount due over and above one week's earnings.
- (f) **Woolclassers allowances formula**

Clause 43.9(f) updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

Allowances included in the Woolclassers' weekly rate are calculated in accordance with the following formula:

Allowance	\$ per week
Conditions	117.27
Enterprise flexibility	166.23
Woolrolling	83.10
Bookkeeping	54.03

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

Monetary amounts adjusted as a result of AWR 2018

Clause 41 as renumbered as clause 44 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

44.1 Allowance where sleeping quarters are not provided

Clause 44.1 updated in accordance with [\[2017\] FWCFB 3433](#) at [259]

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

- (a) arrange for sleeping quarters for the employee to be supplied elsewhere at the employer's expense; or
- (b) pay to the employee an allowance of **\$50.51** per night during the employee's employment that the employee is forced to obtain and pay for sleeping quarters; and
- (c) provide or pay for the transport of the employee between the sleeping quarters and the shed where the distance is one kilometre or more walking distance between the employee's sleeping quarters and the shed.

Clause 44.2 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

44.2 An allowance of **\$16.67** per hour will be payable to the employee for all time in excess of one hour spent travelling between the sleeping quarters and the shed.

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

(a) **Travelling allowance—Shearers or Crutchers only**

A travelling allowance of **\$14.99** per day will be paid to an employee where the distance between the shed and the employee's place of residence exceeds 65 kilometres by the most direct practicable route upon which the employee so travels.

(b) **Vehicle allowance—all employees**

If an employee, by prior arrangement and agreement with an employer, uses their own motor vehicle to travel to and from the shed, the employee will be paid **\$0.78** per kilometre for travel by the most direct practicable route between the shed and the employee's normal place of residence.

44.4 Clause 44.3(a) and 44.3(b) of this award will not apply in any case where the employer offers the employee suitable accommodation at the shed and the employee chooses not to use it.

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

- (a) If a Shearer or Crutcher or a piecework Woolpresser:
- (i) is stopped from working through a breakage or failure of machinery, except from any cause over which the employer has no control, and
 - (ii) the total period of all such stoppages which occur in any one week exceeds two hours working time,
- the employer will pay to the employee an allowance at the rate of:
- **\$181.92** per day in the case of not found employees and
 - **\$150.49** per day in the case of found employees,
- for every day or part of a day beyond two hours' of working time in any one week as long as there are sheep fit to shear.
- (b) The not found breakdown rate is calculated as the old breakdown rate multiplied by the new Shearers rate per 100 divided by the old Shearers rate per 100 (less found deduction if found employee).

45. Special allowances for Woolclassers

Monetary amounts adjusted as a result of AWR 2018

Clause 42 as renumbered as clause 45 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

45.1 Fares and travelling allowances for expeditionary employees

- (a) An employee will be reimbursed all fares, or be compensated for motor vehicle expenses at a rate of **\$0.78** per kilometre, to travel the most direct route to and from the shed at the commencement and conclusion of a period of engagement at a shed from the closest of:
- (i) the employee's place of residence;
 - (ii) the employee's previous place of work; or
 - (iii) the place of engagement.
- (b) In cases where the employee is discharged for incompetence or misconduct or breaches of the agreement signed before commencement of the shed, no return fares nor return expense allowance will be paid.
- (c) When an employer offers an employee accommodation in accordance with this award, and the employee does not use the accommodation, the allowances in clause 45.1 will not be payable.
- (d) The vehicle allowance, as specified above in clause 45.1(a), applies only where an employee actually uses their vehicle to travel to and from the shed.

- (e) The fares, as specified above in clause 45.1(a), are paid only where they are actually incurred and this does not include airfares unless agreed at the time of engagement.
- (f) An allowance at the rate of **\$72.08** per day will be paid by the employer to the employee for all expenses incurred (other than fares) while the employee is actually proceeding to and from the place of employment.
- (g) The allowance will be calculated at the rate of **\$3.00** per hour from the time of departure of the employee from the place of engagement or from the permanent residence until the employee arrives at the place of employment.
- (h) When an employee is about to return from the place of employment the allowance will be calculated on the same basis from the time of departure until arrival at the place of engagement or permanent residence.

45.2 Allowance for delay between commencement of sheds on the same holding

The following allowance applies where two sheds are situated on the same holding and are the property of the same owner and where the work at the second shed starts immediately after the work at the first is completed and the same Woolclasser (but not a Shearing shed expert) is employed for the two sheds:

- (a) A Woolclasser will be paid an allowance for any delay between the cut out of the one shed and the starting of the other, calculated at the delay rate set out in clause 45.3.
- (b) Should, however, properties intervene, such sheds must not be considered as sheds on the same holding, and no allowance will be payable.

45.3 Allowance for delays for Woolclassers paid at piecework rate

Clause 45.3(a)(ii) updated in accordance with [\[2017\] FWCFB 3433](#) at [264]

- (a) In the event of the employer failing to start shearing on the day fixed by the contract the employer will pay the employee for the time kept idle, a daily amount of **10%** of the appropriate guaranteed weekly minimum rate for the classification of the employee; provided:
 - (i) the Woolclasser is ready to start on the day fixed; and
 - (ii) the failure to start is not caused by wet weather or other unforeseen natural causes such as fire, flood, or earthquake or any other act of God.
- (b) The number of stands to be taken into account when calculating the allowance will be the maximum number of stands actually occupied by Shearers during the shearing.
- (c) The allowance set out in this clause will be in full satisfaction of all claims by the employee arising out of the failure to start on the part of the employer.
- (d) The rates in clause 45.3 will only apply where an employee is paid the piecework rate.

46. Hours of work for Shearers and Crutchers

Clause 43 as renumbered as clause 46 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

46.1 Ordinary hours

- (a) The ordinary hours of work for Shearers and Crutchers will be 38 per week, Monday to Friday.
- (b) The hours will not exceed eight per day and will be worked in two hour groupings called runs. The run times are Monday to Friday as follows:
 - 7.30 am–9.30 am
 - 10.00 am–12.00 pm
 - 1.00 pm–3.00 pm
 - 3.30 pm–5.30 pm

Clause 46.2 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

46.2 Clause 46.1 will be read subject to the provisions of clause 46.3 and the following:

- (a) if agreement between the employer and the majority of employees exists there may be an alteration of the starting time by a maximum of two hours' to allow for work to be completed in extenuating circumstances;
- (b) work will not commence prior to 5.30 am or later than 7.30 am except where sheep have not been presented for shearing or crutching due to inclement weather;
- (c) runs will be of two hours duration and be worked continuously except for tea and lunch breaks;
- (d) circumstances for which alteration to the starting time in accordance with clause 46.2 may be made are limited to:
 - assisting travel arrangements (e.g. day of cut out and travel home);
 - ensuring daylight requirements where shed lighting is not available;
 - stock welfare; and
 - when rising flood water creates exceptional circumstances; and
- (e) the entitlements in this clause are non-cumulative.

46.3 Restrictions on working eight hours

The restriction on working eight hours will not apply:

- (a) where the tail end of a mob of ewes with lambs or unweaned lambs are in the pens at 5.30 pm on Friday awaiting shearing (or crutching), the shearing (or crutching) may, at the option of the employer, be continued for not more than

half an hour, but so far only as may be necessary for the purpose of shearing (or crutching) the said ewes and/or lambs;

- (b) if not more than three sheep per Shearer/Crutching are left in the pens at 5.30 pm on Friday they may, at the option of the employer, be shorn (or crutched) then for the purpose of cutting out a particular flock; or
- (c) if on the day of the cut out, there remains in the pens after the last run of the day, the number of sheep as could be ordinarily shorn (or crutched) in 60 minutes, the shearing (or crutching), at the option of the employer, may be continued until the sheep are shorn (or crutched). If the option of the employer is taken and work time exceeds 30 minutes, all time workers will receive an additional two hours' (one run) payment.

46.4 Special conditions regarding the hours of work of Shearers and Crutchers

- (a) Where a Shearer or Crutching has not completed 38 hours work during the preceding week, or eight hours per day if the shearing commenced later in the week, by reason of the fact that sheep presented for shearing or crutching are voted wet or sheep are not presented for shearing or crutching because of rain or sweating, a Shearer or Crutching may be required by the employer to work on the Saturday and/or Sunday immediately succeeding the week in which work could not be performed for these reasons only, provided that:
 - (i) any work performed on a Saturday or a Sunday pursuant to clause 46.4 must be performed in accordance with the run schedules in clause 46.1(b);
 - (ii) any work performed on a weekend pursuant to clause 46.4 must be performed from the commencement of the first available run after the condition of the sheep permit their shearing or crutching except that by agreement between the employer and the employee another or other mutually convenient run or runs available on that weekend may be substituted;
 - (iii) the work on Saturday and/or Sunday will only replace the time lost during the preceding week; and
 - (iv) reasonable notice of the need to work on the weekend will be given.
- (b) A signal will be given three minutes (one minute in the case of crutching) before the end of each run and no Shearer (or Crutching) will catch another sheep during that run after the signal has been given.
- (c) The employee will finish the shearing (or crutching) of any sheep they are shearing (or crutching) at the end of each run.
- (d) The employer and employee will record and retain at the appropriate place of employment a written record in the tally book when make-up time is worked, if sheep are determined wet during the normal course of shearing in the preceding Monday to Friday.

- (e) The tally book will show those employees who worked make-up time, the date of the work and the number of runs worked during the weekend. The employer will retain this written record for a period of not less than six years.

47. Special conditions relating to shed employees

Clause 43 as renumbered as clause 47 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

47.1 Mess and cook

- (a) If a mess is established for found employees, not found employees may, with the approval of the employer, join the mess and provide their own food and related items (joint mess).
- (b) The employer will, however, have the right to supply a sufficient quantity of food to start the mess, the food to be paid for by the persons comprising the mess.

47.2 Where there is a joint mess

Clause 47.2 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- (a) The employer must engage a competent cook for the mess on terms not less advantageous to the cook than those prescribed by this award.
- (b) The employer may charge each not found employee the amount of their share of the wages actually payable to the cook. The amount charged must not exceed the rate per day per member of the mess prescribed in this award.
- (c) If an employer elects to supply food and like items, the employer may deduct the price of the items from the wages of those supplied with the items.
- (d) If the employer discharges a not found member of the mess who does not have sufficient credit to satisfy what that employee owes to the mess account, the employer will make up the deficiency, except so far as the employee's share of the mess account has been increased by goods purchased elsewhere than from the employer.

47.3 Condition of sheep

The employee may refuse to shear sheep without any responsibility for delay in the following circumstances:

- (a) **Wet sheep**
 - (i) if the overseer and the shed representative agree that the sheep are too wet to shear or crutch; or
 - (ii) if in the employee's honest opinion, the sheep are so wet as to be likely to injure the employee, and the employee informs the overseer to that effect; or

- (iii) if in the honest opinion of a majority of Shearers (or Crutchers) excluding any learner by vote on a secret ballot it is determined that the sheep are too wet to shear or crutch.

The supervisor may request that the vote be delayed until after the Shearers (or Crutchers) have shorn (or crutched) two sheep each and that the ballot papers have been counted in the presence of the supervisor. The supervisor may request that further votes be taken in relation to sheep which have been voted wet in the same day.

(b) Infected sheep

The employee may refuse to shear (or crutch) sheep where the sheep are:

- (i) cancerous;
- (ii) suffering from scabby mouth;
- (iii) suffering from any wound or sore other than maggots;
- (iv) suffering from a disease communicable to the employee; or
- (v) affected by prickly pear, unless the employer provides the employee with such basil or other gloves and coverings as are necessary.

The employee will put any affected sheep appearing on the board down the chute.

47.4 Conditions of sheep—employer requirements

- (a) The employer will so far as is practicable and reasonable in the particular circumstances prevent from entering the shed:
 - (i) any cancerous sheep;
 - (ii) any sheep that has an offensive wound or sore, other than from maggots (unless properly treated with antiseptic);
 - (iii) any sheep suffering from scabby mouth;
 - (iv) any sheep suffering from any disease communicable to the employee.
- (b) The employer need not pen sheep for shearing (or crutching) which in the honest opinion of the employee should not be shorn or crutched because they are too wet to be shorn (or crutched), without responsibility for any delay.
- (c) The employer may also withdraw sheep which have been penned for shearing (or crutching) when, in the employer's honest opinion, the wool is too wet for pressing, without responsibility for any delay.

47.5 Transport to be provided in certain circumstances

- (a) If the employees sleep at the employer's premises and the shearing shed is one kilometre or more walking distance from the employee's sleeping quarters, the

employer must provide transport for the employees between the shed and sleep quarters before the start of the day's work and at the end of the day's work.

- (b) In all cases where the shearing shed is half a kilometre or more walking distance from the employees' huts, the employer must provide transport from the shed to the huts and from the huts to the shed for the midday meal.

47.6 Combs, cutters and handpiece

- (a) It will be the responsibility of the employee to provide themselves with combs and cutters and a suitable handpiece.
- (b) If a Shearer chooses to use a handpiece supplied by the employer or a contractor, the employer or contractor may make a charge to the Shearer for the use of the handpiece equivalent to the amount the Shearer is reimbursed for the handpiece through the shearing formula (see clause A.1).
- (c) Where combs or cutters are damaged or broken during shearing operations due to contact with tags or foreign matter, the employer will replace or provide compensation for such combs and cutters on a fair wear and tear basis.

47.7 Allotment of stands

Clause 47.7 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- (a) The employer may nominate the stand or stands to be occupied by learners.
- (b) Subject to clause 47.7(a) lots will be drawn for the stands in the presence of the overseer before work is commenced at a shearing or crutching, and the employees will abide by the result of the drawing.

47.8 Provision of sheep

- (a) The total number of sheep to be shorn (or crutched) at the shearing (or crutching) will not be more than the maximum number agreed upon nor less than the minimum number agreed upon nor will the number of Shearers employed exceed the number agreed upon.
- (b) The employer will be ready to commence shearing (or crutching) on the date appointed and will keep the Shearers (or Crutchers) fully supplied with sheep until the completion of the shearing (or crutching).
- (c) The employer, however, will not be bound to furnish the agreed minimum number of sheep or to be ready or to keep the employee fully supplied if prevented by any cause unavoidable by them. The employer will inform the employee, as soon as is reasonably possible, whether, and to what extent, the employee will be or is likely to be so prevented.
- (d) When the employer is a contractor shearing or crutching sheep under contract with an owner or the owner's agent, the failure of the owner or agent to keep the contractor supplied with sheep for shearing (or crutching) will not be deemed to be a cause unavoidable by the contractor unless the owner or agent is prevented from supplying sheep because of any unavoidable cause.

47.9 Yarding sheep for shearing

- (a) At shearing operations the employer will, unless prevented by any cause unavoidable by the employer, yard the sheep for shearing at least four hours before the time of their being shorn so as to overcome any fullness or sweat in the sheep and the employee will shear the sheep without delay.
- (b) This clause will not apply in the case of:
- (i) ewes within two months of lambing;
 - (ii) ewes with lambs up to three months old; or
 - (iii) sheep which have previously been yarded for shearing but have been turned out because they are too wet to shear.

47.10 Posting of tallies

Each day, the employer will make available to each employee the employee's tally or bale weight for each run worked in a day.

48. Hours of work and overtime rates for shed hands and Woolpresser—shed hands

Clause 45 as renumbered as clause 48 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

Clause 48 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- 48.1** The working hours of a shed hand or of a Woolpresser-shed hand will be the same as the working hours of the Shearers or Crutchers. However, additional time each day may be necessary to:
- finish the picking up, rolling of fleeces and picking of the pieces on the tables; and
 - sweep the floor of the shed.
- 48.2** Such additional time after the cessation of shearing or crutching on Friday and on the day of the cut out may be necessary:
- to do the work described in clause 48.1;
 - to wash down the floor of the shed and the wool tables; and
 - to put away any wool that is underneath; and
 - in the case of Woolpresser-shed hand, such additional time as may be necessary on the day of the cut out to finish the pressing.
- 48.3** If on any day, except the day of the cut out, the additional time exceeds a total of 30 minutes, the whole of the additional time on that day will be treated as overtime.
- 48.4** Overtime will be paid for at the rate of **150%** of the ordinary hourly rate.

- 48.5** Penners-up will work without overtime payment for all time additional to the working hours of the Shearers or Crutchers as may be necessary to keep the Shearers or Crutchers supplied with sheep.

49. Payment for public holidays

Clause 46 as renumbered as clause 49 as a result of the re-drafted Ordinary hours of work and Shiftwork and rostering provisions.

Clause 49 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

- 49.1** Where work is performed on a public holiday the following rates will be paid:
- (a) for Shearers, Crutchers, Woolpressers and Woolclassers—**200%** of the piecework rate;
 - (b) for shed hands and Woolpresser-shed hands—**200%** of the ordinary hourly rate; and
 - (c) for Shearing shed experts—an amount calculated at the rate per hour of **2.63%** of the appropriate minimum weekly rate in addition to any amount otherwise payable to the employee.

Schedule A—Shearing Operations—Methods for calculating Minimum Rates

Monetary amounts adjusted as a result of AWR 2018

A.1 Rates for Shearers—if not found employee

A.1.1 Rates for flock sheep (wethers, ewes and lambs)

Clause A.1.1 updated in accordance with [\[2017\] FWCFCB 3433](#) at [110]–[122]

The minimum rate for Shearers shearing 100 flock sheep (if not found employee) is arrived at by the following formula:

Shearer's formula	\$
<i>Minimum rate</i>	790.16
Plus 20% piecework allowance—min rate x 20%	158.03
Plus 25% casual loading—min rate x 25%	197.54
<i>Subtotal</i>	1145.73
Plus shearing industry allowance ¹	221.25
Plus rations ¹	59.38
Plus allowance for combs/cutters ¹	104.00
Plus payment for handpiece ¹	23.51
<i>Weekly total for casual piecework Shearer with own handpiece (500 sheep)</i>	1553.87
Rate per 100 conversion—total divided by 5	310.77
¹ The industry allowance, rations, combs/cutters and handpiece components are expense related allowances adjusted in accordance with clause C.2.	

A.1.2 'If found' rates are calculated by deducting **\$31.43** from the 'not found' rate. This amount is arrived at by adding the Shearing cook's daily rate to one fifth of the Shearers' ration component. The Shearing cook's daily rate is calculated in accordance with clause A.5.

A.1.3 Engagement by the day

The per day rate for 'not found' employees is calculated by multiplying the old 'not found' employee daily rate by the Shearers rate per 100 divided by the old Shearers rate per 100.

A.2 Crutching formula

Clause A.2 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

The rates in clause 43.3(a) are arrived at by the formula in clause A.2.

Full crutching at sheds	29% of Shearers per 100 rate
All other crutching at sheds	23% of Shearers per 100 rate
Full crutching other than at sheds	25% of Shearers per 100 rate
All other crutching other than at sheds	20% of Shearers per 100 rate
Wigging or ringing	11% of Shearers per 100 rate
Wigging or ringing in addition to crutching	3% of Shearers per 100 rate
Wigging and ringing	18% of Shearers per 100 rate
Wigging and ringing in addition to crutching	5% of Shearers per 100 rate
Cleaning bellies etc.	2.5% of Shearers per 100 rate

A.3 Shed hands formula

A.3.1 Shed hands (adult) formula

These amounts are arrived at by using the following formula:

	\$
<i>With less than 65 work days' experience in the industry</i>	
Minimum rate—which is 84.56% of Shearer's minimum rate	668.16
Plus 25% casual loading—new minimum wage rate x 25%	167.04
Plus shearing industry allowance ¹	221.25
Plus rations ¹	59.38
<i>Total</i>	1115.83
Per run—divide by 20	55.79
<i>With more than 65 work days' experience in the industry</i>	
Minimum rate which is 90.44% of Shearer's minimum rate	714.62
Plus 25% casual loading—new minimum wage rate x 25%	178.66
Plus shearing industry allowance ¹	221.25
Plus rations ¹	59.38
<i>Total</i>	1173.91
Per run—divide by 20	58.70
¹ The industry allowance and rations components are expense related allowances adjusted in accordance with clause C.2.	

A.3.2 Shed hands (junior) formula

Clause A.3.2 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

	\$ per run
Under 18 years	
<i>With less than 65 work days' experience as a shed hand</i>	
70% of equivalent adult rate	39.05
<i>With 65 work days' or more experience as a shed hand</i>	
70% of equivalent adult rate	41.09
18–20 years	
<i>With less than 65 work days' experience as a shed hand</i>	
90% of equivalent adult rate	50.21
<i>With 65 work days' or more experience as a shed hand</i>	
90% of equivalent adult rate	52.83

A.4 Woolpresser's formula

These minimum rates for Woolpressers—if not found are arrived at using the following formula:

	Piecework	Time work
	\$	\$
<i>Minimum rate</i>	709.92	769.02
Plus 20% piecework allowance—min rate x 20%	141.98	-
Plus 25% casual loading—min rate x 25%	177.48	192.26
<i>Subtotal</i>	1029.38	-
Plus shearing industry allowance ¹	221.25	221.25
Plus rations ¹	59.38	59.38
<i>Total per week</i>	1310.01	1241.91
Per run—total divided by 20	-	62.10
By hand—per bale = total divided by 70	18.71	-
By hand—per kilo = by hand per bale rate divided by 152.4	0.1228	-
By power—per bale = by hand per bale rate x 2/3	12.47	-
By power—per kilo = by power per bale rate divided by 152.4	0.0818	-

¹ The industry allowance and rations components are expense related allowances adjusted in accordance with clause C.2.

A.5 Shearing cook’s formula

The minimum rates for Shearing cooks are arrived at by the following formula:

Shearing cook’s formula	\$
<i>Minimum rate</i>	770.14
Plus 25% casual loading—min rate x 25%	192.54
Plus 20% long hours allowance—min rate x 20%	154.03
Plus 69.58% of shearing industry allowance ¹	153.95
<i>Total</i>	1270.66
Daily rate—total divided by 5	254.13
Per employee per day rate = daily rate divided by 13	19.55
¹ The industry allowance component is an expense related allowance adjusted in accordance with clause C.2.	

A.6 Woolclassers formula

A.6.1 Woolclasser level 1 formula

The Woolclasser level 1 minimum weekly rate is arrived at according the following formula:

	\$
Base	827.22
Plus casual loading of 25% (of base)	206.81
<i>Subtotal</i>	1034.03
Plus conditions allowance ¹	117.27
Plus enterprise flexibility (including hours) and wet weather allowance ¹	166.23
<i>Total</i>	1317.53
Rounded to the nearest five cents	1317.55
¹ The conditions, enterprise flexibility and wet weather components are wage related allowances calculated in accordance with clause C.1.	

A.6.2 Woolclasser level 2 formula

The Woolclasser level 2 minimum weekly rate is arrived at according to the following formula:

Clause A.6.2 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

	\$
Base	827.22
Woolrolling and other shed hands work	83.10
<i>Subtotal 1</i>	910.32

	\$
Plus casual loading of 25% (of subtotal 1)	227.58
<i>Subtotal 2</i>	1137.90
Plus conditions allowance ¹	117.27
Plus enterprise flexibility (including hours) and wet weather allowance ¹	166.23
<i>Total</i>	1421.40
Rounded to the nearest five cents	1421.40
¹ The conditions, enterprise flexibility and wet weather components are wage related allowances calculated in accordance with clause C.1.	

A.6.3 Woolclasser level 3 formula

The Woolclasser level 3 minimum weekly rate is arrived at according to the following formula:

Clause A.6.3 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

	\$
Base	827.22
Woolrolling and other shed hands work	83.10
Bookkeeping, overseeing, experting ¹	54.03
<i>Subtotal 1</i>	964.35
Plus casual loading of 25% (of subtotal 1)	241.09
<i>Subtotal 2</i>	1205.44
Plus conditions allowance ¹	117.27
Plus enterprise flexibility (including hours) and wet weather allowance ¹	166.23
<i>Total</i>	1488.94
Rounded to the nearest five cents	1488.95
¹ The booking keeping, conditions, enterprise flexibility and wet weather components are wage related allowances calculated in accordance with clause C.1.	

Schedule B—Summary of Rates of Pay

Monetary amounts adjusted as a result of AWR 2018

Clause 3 updated in accordance with [\[2017\] FWCFB 3433](#) at [362]

B.1 Ordinary hourly rate

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

B.1.1 Ordinary hourly rate is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 10.1(a), this forms part of the employee’s ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

B.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clauses 24, 29, 39 and 43. Consistent with clause B.1.1, all purpose allowances need to be added to the rates in the table where they are applicable.

B.2 Broadacre Farming and Livestock Operations—Farm and livestock hand adult employees

B.2.1 Full-time and part-time farm and livestock hand adult employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate ¹	
	100%	200%
	\$	\$
FLH1	18.93	37.86
FLH2	19.47	38.94
FLH3	19.75	39.50
FLH4	20.22	40.44
FLH5	20.58	41.16
FLH6	20.91	41.82
FLH7	22.04	44.08
FLH8	23.68	47.36

With keep – \$127.51 per week is deducted where keep is provided in accordance with clause 24.3.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.2 Full-time and part-time farm and livestock hand adult employees—overtime rates

	Monday to Saturday— Overtime hours	Sunday—Overtime hours	
		feeding & watering stock	other than feeding & watering stock
% of ordinary hourly rate ¹			
	150%	150%	200%
	\$	\$	\$
FLH1	28.40	28.40	37.86
FLH2	29.21	29.21	38.94
FLH3	29.63	29.63	39.50
FLH4	30.33	30.33	40.44
FLH5	30.87	30.87	41.16
FLH6	31.37	31.37	41.82
FLH7	33.06	33.06	44.08
FLH8	35.52	35.52	47.36
<p>With keep – \$127.51 per week is deducted where keep is provided in accordance with clause 24.3.</p> <p>¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2</p>			

B.2.3 Full-time and part-time adult station cooks—additional overtime rates

	Minimum weekly rate	Work on 6 full days	Work on 6 full days & 1 half day	Work on 7 full days
% of ordinary weekly rate ²				
	100%	3/22nds¹	3/11ths¹	9/22nds¹
	\$	\$	\$	\$
Station cook (FLH1)	719.20	98.07	196.15	294.22
<p>¹ Amount per week paid in addition to the minimum weekly rate, in accordance with clause 26.3.</p> <p>² Rates in table are calculated based on the minimum weekly rate, see clauses B.1.1 and B.1.2</p>				

B.2.4 Casual farm and livestock hand adult employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate ¹	
	125%	225%
	\$	\$
FLH1	23.66	42.59
FLH2	24.34	43.81
FLH3	24.69	44.44
FLH4	25.28	45.50
FLH5	25.73	46.31
FLH6	26.14	47.05
FLH7	27.55	49.59
FLH8	29.60	53.28

With keep – \$127.51 per week is deducted where keep is provided in accordance with clause 24.3.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.3 Broadacre Farming and Livestock Operations—Farm and livestock hand junior employees

The **junior hourly rate** is based on a percentage of the appropriate adult weekly rate and rounded to the nearest 10 cents in accordance with clause 24.2, then divided by 38. Adult rates apply from 20 years of age in accordance with clause 24.1.

B.3.1 Full-time and part-time junior farm and livestock hand employees—ordinary and penalty rates

Age	Junior weekly rate	Junior hourly rate—ordinary hours	Public holiday
	% of junior hourly rate ¹		
	100%	100%	200%
	\$	\$	\$
FLH1			
Under 16 years	359.60	9.46	18.92
16 years	431.52	11.36	22.72
17 years	503.44	13.25	26.50
18 years	575.36	15.14	30.28
19 years	647.28	17.03	34.06

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Age	Junior weekly rate	Junior hourly rate— ordinary hours	Public holiday
		% of junior hourly rate ¹	
	100%	100%	200%
	\$	\$	\$
FLH2			
Under 16 years	369.95	9.74	19.48
16 years	443.94	11.68	23.36
17 years	517.93	13.63	27.26
18 years	591.92	15.58	31.16
19 years	665.91	17.52	35.04
FLH3			
Under 16 years	375.30	9.88	19.76
16 years	450.36	11.85	23.70
17 years	525.42	13.83	27.66
18 years	600.48	15.80	31.60
19 years	675.54	17.78	35.56
FLH4			
Under 16 years	384.15	10.11	20.22
16 years	460.98	12.13	24.26
17 years	537.81	14.15	28.30
18 years	614.64	16.17	32.34
19 years	691.47	18.20	36.40
FLH5			
Under 16 years	391.00	10.29	20.58
16 years	469.20	12.35	24.70
17 years	547.40	14.41	28.82
18 years	625.60	16.46	32.92
19 years	703.80	18.52	37.04
FLH6			
Under 16 years	397.35	10.46	20.92
16 years	476.82	12.55	25.10
17 years	556.29	14.64	29.28
18 years	635.76	16.73	33.46

Age	Junior weekly rate	Junior hourly rate— ordinary hours	Public holiday
		% of junior hourly rate ¹	
	100%	100%	200%
	\$	\$	\$
19 years	715.23	18.82	37.64
FLH7			
Under 16 years	418.70	11.02	22.04
16 years	502.44	13.22	26.44
17 years	586.18	15.43	30.86
18 years	669.92	17.63	35.26
19 years	753.66	19.83	39.66
FLH8			
Under 16 years	449.85	11.84	23.68
16 years	539.82	14.21	28.42
17 years	629.79	16.57	33.14
18 years	719.76	18.94	37.88
19 years	809.73	21.31	42.62
With keep – \$127.51 per week is deducted where keep is provided in accordance with clause 24.3.			
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2			

B.3.2 Full-time and part-time junior farm and livestock hand employees—overtime rates

	Monday to Saturday—Overtime hours	Sunday—Overtime hours	
		feeding & watering stock	other than feeding & watering stock
		% of junior hourly rate ¹	
	150%	150%	200%
	\$	\$	\$
FLH1			
Under 16 years	14.19	14.19	18.92
16 years	17.04	17.04	22.72
17 years	19.88	19.88	26.50
18 years	22.71	22.71	30.28
19 years	25.55	25.55	34.06

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	Monday to Saturday—Overtime hours	Sunday—Overtime hours	
		feeding & watering stock	other than feeding & watering stock
% of junior hourly rate ¹			
	150%	150%	200%
	\$	\$	\$
FLH2			
Under 16 years	14.61	14.61	19.48
16 years	17.52	17.52	23.36
17 years	20.45	20.45	27.26
18 years	23.37	23.37	31.16
19 years	26.28	26.28	35.04
FLH3			
Under 16 years	14.82	14.82	19.76
16 years	17.78	17.78	23.70
17 years	20.75	20.75	27.66
18 years	23.70	23.70	31.60
19 years	26.67	26.67	35.56
FLH4			
Under 16 years	15.17	15.17	20.22
16 years	18.20	18.20	24.26
17 years	21.23	21.23	28.30
18 years	24.26	24.26	32.34
19 years	27.30	27.30	36.40
FLH5			
Under 16 years	15.44	15.44	20.58
16 years	18.53	18.53	24.70
17 years	21.62	21.62	28.82
18 years	24.69	24.69	32.92
19 years	27.78	27.78	37.04
FLH6			
Under 16 years	15.69	15.69	20.92
16 years	18.83	18.83	25.10
17 years	21.96	21.96	29.28

	Monday to Saturday—Overtime hours	Sunday—Overtime hours	
		feeding & watering stock	other than feeding & watering stock
% of junior hourly rate ¹			
	150%	150%	200%
	\$	\$	\$
18 years	25.10	25.10	33.46
19 years	28.23	28.23	37.64
FLH7			
Under 16 years	16.53	16.53	22.04
16 years	19.83	19.83	26.44
17 years	23.15	23.15	30.86
18 years	26.45	26.45	35.26
19 years	29.75	29.75	39.66
FLH8			
Under 16 years	17.76	17.76	23.68
16 years	21.32	21.32	28.42
17 years	24.86	24.86	33.14
18 years	28.41	28.41	37.88
19 years	31.97	31.97	42.62
With keep – \$127.51 per week is deducted where keep is provided in accordance with clause 24.3.			
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2			

B.3.3 Full-time and part-time junior station cooks—additional overtime rates

	Junior weekly rate	Work on 6 full days	Work on 6 full days & 1 half day	Work on 7 full days
	% of junior weekly rate ²			
	100%	3/22nds ¹	3/11ths ¹	9/22nds ¹
	\$	\$	\$	\$
Station cook (FLH1)				
Under 16 years	359.60	49.04	98.07	147.11
16 years	431.52	58.84	117.69	176.53
17 years	503.44	68.65	137.30	205.95
18 years	575.36	78.46	156.92	235.37
19 years	647.28	88.27	176.53	264.80
¹ Amount per week paid in addition to the minimum weekly rate, in accordance with clause 26.3.				
² Rates in table are calculated based on the minimum weekly rate, see clauses B.1.1 and B.1.2				

B.3.4 Casual farm and livestock hand junior employees—ordinary and penalty rates

	Junior weekly rate	Ordinary hours	Public holiday
	% of junior hourly rate ¹		
	100%	125%	225%
	\$	\$	\$
FLH1			
Under 16 years	359.60	11.83	21.29
16 years	431.52	14.20	25.56
17 years	503.44	16.56	29.81
18 years	575.36	18.93	34.07
19 years	647.28	21.29	38.32
FLH2			
Under 16 years	369.95	12.18	21.92
16 years	443.94	14.60	26.28
17 years	517.93	17.04	30.67
18 years	591.92	19.48	35.06
19 years	665.91	21.90	39.42
FLH3			
Under 16 years	375.30	12.35	22.23

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	Junior weekly rate	Ordinary hours	Public holiday
		% of junior hourly rate ¹	
	100%	125%	225%
	\$	\$	\$
16 years	450.36	14.81	26.66
17 years	525.42	17.29	31.12
18 years	600.48	19.75	35.55
19 years	675.54	22.23	40.01
FLH4			
Under 16 years	384.15	12.64	22.75
16 years	460.98	15.16	27.29
17 years	537.81	17.69	31.84
18 years	614.64	20.21	36.38
19 years	691.47	22.75	40.95
FLH5			
Under 16 years	391.00	12.86	23.15
16 years	469.20	15.44	27.79
17 years	547.40	18.01	32.42
18 years	625.60	20.58	37.04
19 years	703.80	23.15	41.67
FLH6			
Under 16 years	397.35	13.08	23.54
16 years	476.82	15.69	28.24
17 years	556.29	18.30	32.94
18 years	635.76	20.91	37.64
19 years	715.23	23.53	42.35
FLH7			
Under 16 years	418.70	13.78	24.80
16 years	502.44	16.53	29.75
17 years	586.18	19.29	34.72
18 years	669.92	22.04	39.67
19 years	753.66	24.79	44.62
FLH8			
Under 16 years	449.85	14.80	26.64

	Junior weekly rate	Ordinary hours	Public holiday
	% of junior hourly rate ¹		
	100%	125%	225%
	\$	\$	\$
16 years	539.82	17.76	31.97
17 years	629.79	20.71	37.28
18 years	719.76	23.68	42.62
19 years	809.73	26.64	47.95

With keep – \$127.51 per week is deducted where keep is provided in accordance with clause 24.3.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4 Pig Breeding and Raising—Piggery attendant employees

B.4.1 Full-time and part-time piggery attendant adult employees (all employees including shiftworkers)—ordinary and penalty rates

	Ordinary hours	Saturday	Public holiday
	% of ordinary hourly rate ¹		
	100%	150%	250%
	\$	\$	\$
PA1	18.93	28.40	47.33
PA2	19.46	29.19	48.65
PA3	20.22	30.33	50.55
PA4	20.92	31.38	52.30
PA5	21.46	32.19	53.65
PA6	22.04	33.06	55.10
PA7	22.73	34.10	56.83

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4.2 Full-time and part-time piggery attendant adult employees—shiftworkers—ordinary and penalty rates

B.4.2 table updated in accordance with [\[2018\] FWCFB 6368](#) at [85]

	Afternoon or night shift <u>Successive afternoon or night shift¹</u>	Non-continuous afternoon or night shift <u>Non-successive afternoon or night shift²</u>		Permanent night shift ³	Saturday	Sunday ³⁴	Public holiday
		first 3 hours	after 3 hours				
	% of ordinary hourly rate⁴⁵						
	\$	\$	\$	\$	\$	\$	\$
	115%	150%	200%	130%	150%	200%	200%
PA1	21.77	28.40	37.86	24.61	28.40	37.86	37.86
PA2	22.38	29.19	38.92	25.30	29.19	38.92	38.92
PA3	23.25	30.33	40.44	26.29	30.33	40.44	40.44
PA4	24.06	31.38	41.84	27.20	31.38	41.84	41.84
PA5	24.68	32.19	42.92	27.90	32.19	42.92	42.92
PA6	25.35	33.06	44.08	28.65	33.06	44.08	44.08
PA7	26.14	34.10	45.46	29.55	34.10	45.46	45.46

¹ Afternoon shift, night shift, and successive afternoon or night shift are defined in clauses 34.1(a), (b), (d)

² Non-continuous successive afternoon or night shift are is defined in clause 34.1(e)

³ Permanent night shift is defined in clause 34.1(c)

³⁴ Where the major portion of the shift is performed on a Sunday.

⁴⁵ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4.3 Full-time and part-time piggery attendant adult employees (all employees including shiftworkers)—overtime rates

	Ordinary hours	Monday to Saturday		Sunday
		First 2 hours	After 2 hours	
		% of ordinary hourly rate ¹		
	100%	150%	200%	200%
		\$	\$	\$
PA1	18.93	28.40	37.86	37.86
PA2	19.46	29.19	38.92	38.92
PA3	20.22	30.33	40.44	40.44
PA4	20.92	31.38	41.84	41.84
PA5	21.46	32.19	42.92	42.92
PA6	22.04	33.06	44.08	44.08
PA7	22.73	34.10	45.46	45.46

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4.4 Casual piggery attendant adult employees (all employees including shiftworkers)—ordinary and penalty rates

	Ordinary hours	Saturday	Public holiday
		% of ordinary hourly rate ¹	
	125%	175%	275%
	\$	\$	\$
PA1	23.66	33.13	52.06
PA2	24.33	34.06	53.52
PA3	25.28	35.39	55.61
PA4	26.15	36.61	57.53
PA5	26.83	37.56	59.02
PA6	27.55	38.57	60.61
PA7	28.41	39.78	62.51

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4.5 Casual piggery attendant adult employees—shiftworkers—ordinary and penalty rates

B.4.5 table updated in accordance with [\[2018\] FWCFB 6368](#) at [85]

	Afternoon or night shift Successive afternoon or night shift ¹	Non-continuous afternoon or night shift Non-successive afternoon or night shift ²		Permanent night shift ³	Saturday	Sunday ³⁴	Public holiday
		first 3 hours	after 3 hours				
	% of ordinary hourly rate ⁴⁵						
	\$	\$	\$	\$	\$	\$	\$
	140%	175%	225%	155%	175%	225%	225%
PA1	26.50	33.13	42.59	29.34	33.13	42.59	42.59
PA2	27.24	34.06	43.79	30.16	34.06	43.79	43.79
PA3	28.31	35.39	45.50	31.34	35.39	45.50	45.50
PA4	29.29	36.61	47.07	32.43	36.61	47.07	47.07
PA5	30.04	37.56	48.29	33.26	37.56	48.29	48.29
PA6	30.86	38.57	49.59	34.16	38.57	49.59	49.59
PA7	31.82	39.78	51.14	35.23	39.78	51.14	51.14

¹ Afternoon shift, night shift, and successive afternoon or night shift are defined in clauses 34.1(a), (b), (d)

² Non-continuous successive afternoon or night shift are is defined in clause 34.1(e)

³ Permanent night shift is defined in clause 34.1(c)

³⁴ Where the major portion of the shift is performed on a Sunday.

⁴⁵ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5 Pig Breeding and Raising—Piggery attendant junior employees

The **junior hourly rate** is based on a percentage of the appropriate adult weekly rate and rounded to the nearest 10 cents in accordance with clause 29.2, then divided by 38. Adult rates apply from 20 years of age in accordance with clause 29.1.

B.5.1 Full-time and part-time junior piggery attendant employees—ordinary and penalty rates

	Junior hourly rate—ordinary hours	Saturday	Public holiday
	% of junior hourly rate ¹		
	100%	150%	250%
	\$	\$	\$
PA1			
Under 16 years	9.47	14.21	23.68
16 years	11.36	17.04	28.40
17 years	13.25	19.88	33.13
18 years	15.14	22.71	37.85
19 years	17.04	25.56	42.60
PA2			
Under 16 years	9.73	14.60	24.33
16 years	11.68	17.52	29.20
17 years	13.62	20.43	34.05
18 years	15.57	23.36	38.93
19 years	17.51	26.27	43.78
PA3			
Under 16 years	10.11	15.17	25.28
16 years	12.13	18.20	30.33
17 years	14.15	21.23	35.38
18 years	16.18	24.27	40.45
19 years	18.20	27.30	45.50
PA4			
Under 16 years	10.46	15.69	26.15
16 years	12.55	18.83	31.38
17 years	14.64	21.96	36.60
18 years	16.74	25.11	41.85

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	Junior hourly rate—ordinary hours	Saturday	Public holiday
	% of junior hourly rate ¹		
	100%	150%	250%
	\$	\$	\$
19 years	18.83	28.25	47.08
PA5			
Under 16 years	10.73	16.10	26.83
16 years	12.88	19.32	32.20
17 years	15.02	22.53	37.55
18 years	17.17	25.76	42.93
19 years	19.31	28.97	48.28
PA6			
Under 16 years	11.02	16.53	27.55
16 years	13.22	19.83	33.05
17 years	15.43	23.15	38.58
18 years	17.63	26.45	44.08
19 years	19.84	29.76	49.60
PA7			
Under 16 years	11.37	17.06	28.43
16 years	13.64	20.46	34.10
17 years	15.91	23.87	39.78
18 years	18.18	27.27	45.45
19 years	20.46	30.69	51.15
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2			

B.5.2 Full-time and part-time piggery attendant junior employees—shiftworkers—ordinary and penalty rates

B.5.2 table updated in accordance with [\[2018\] FWCFB 6368](#) at [85]

	<u>Afternoon or night shift</u>	<u>Non-continuous- afternoon or night shift</u>		Permanent night shift ³	Saturday	Sunday ³⁴	Public holiday
	<u>Successful afternoon or night shift¹</u>	<u>Non-successive afternoon or night shift²</u>	first 3 hours				
	% of junior hourly rate ⁴⁵						
	\$	\$	\$	\$	\$	\$	\$
	115%	150%	200%	130%	150%	200%	200%
PA1							
Under 16 years	10.89	14.21	18.94	12.31	14.21	18.94	18.94
16 years	13.06	17.04	22.72	14.77	17.04	22.72	22.72
17 years	15.24	19.88	26.50	17.23	19.88	26.50	26.50
18 years	17.41	22.71	30.28	19.68	22.71	30.28	30.28
19 years	19.60	25.56	34.08	22.15	25.56	34.08	34.08
PA2							
Under 16 years	11.19	14.60	19.46	12.65	14.60	19.46	19.46
16 years	13.43	17.52	23.36	15.18	17.52	23.36	23.36
17 years	15.66	20.43	27.24	17.71	20.43	27.24	27.24
18 years	17.91	23.36	31.14	20.24	23.36	31.14	31.14
19 years	20.14	26.27	35.02	22.76	26.27	35.02	35.02
PA3							
Under 16 years	11.63	15.17	20.22	13.14	15.17	20.22	20.22
16 years	13.95	18.20	24.26	15.77	18.20	24.26	24.26
17 years	16.27	21.23	28.30	18.40	21.23	28.30	28.30
18 years	18.61	24.27	32.36	21.03	24.27	32.36	32.36
19 years	20.93	27.30	36.40	23.66	27.30	36.40	36.40

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	Afternoon- or night- shift <u>Successive afternoon or night shift¹</u>	Non-continuous- afternoon or night- shift <u>Non-successive afternoon or night shift²</u>		Permanent night shift ³	Saturday	Sunday ³⁴	Public holiday
		first 3 hours	after 3 hours				
	% of junior hourly rate ⁴⁵						
	\$	\$	\$	\$	\$	\$	\$
	115%	150%	200%	130%	150%	200%	200%
PA4							
Under 16 years	12.03	15.69	20.92	13.60	15.69	20.92	20.92
16 years	14.43	18.83	25.10	16.32	18.83	25.10	25.10
17 years	16.84	21.96	29.28	19.03	21.96	29.28	29.28
18 years	19.25	25.11	33.48	21.76	25.11	33.48	33.48
19 years	21.65	28.25	37.66	24.48	28.25	37.66	37.66
PA5							
Under 16 years	12.34	16.10	21.46	13.95	16.10	21.46	21.46
16 years	14.81	19.32	25.76	16.74	19.32	25.76	25.76
17 years	17.27	22.53	30.04	19.53	22.53	30.04	30.04
18 years	19.75	25.76	34.34	22.32	25.76	34.34	34.34
19 years	22.21	28.97	38.62	25.10	28.97	38.62	38.62
PA6							
Under 16 years	12.67	16.53	22.04	14.33	16.53	22.04	22.04
16 years	15.20	19.83	26.44	17.19	19.83	26.44	26.44
17 years	17.74	23.15	30.86	20.06	23.15	30.86	30.86
18 years	20.27	26.45	35.26	22.92	26.45	35.26	35.26
19 years	22.82	29.76	39.68	25.79	29.76	39.68	39.68
PA7							
Under 16 years	13.08	17.06	22.74	14.78	17.06	22.74	22.74
16 years	15.69	20.46	27.28	17.73	20.46	27.28	27.28

	Afternoon or night shift <u>Successive afternoon or night shift¹</u>	Non-continuous afternoon or night shift <u>Non-successive afternoon or night shift²</u>		Permanent night shift ³	Saturday	Sunday ³⁴	Public holiday
		first 3 hours	after 3 hours				
	% of junior hourly rate ⁴⁵						
	\$	\$	\$	\$	\$	\$	\$
	115%	150%	200%	130%	150%	200%	200%
17 years	18.30	23.87	31.82	20.68	23.87	31.82	31.82
18 years	20.91	27.27	36.36	23.63	27.27	36.36	36.36
19 years	23.53	30.69	40.92	26.60	30.69	40.92	40.92

¹ Afternoon shift, night shift, and successive afternoon or night shift are defined in clauses 34.1(a), (b), (d)

² Non-continuous successive afternoon or night shift ~~are~~ is defined in clause 34.1(e)

³ Permanent night shift is defined in clause 34.1(c)

³⁴ Where the major portion of the shift is performed on a Sunday.

⁴⁵ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.3 Full-time and part-time piggery attendant junior employees (all employees including shiftworkers)—overtime rates

	Monday to Saturday		Sunday
	First 2 hours	After 2 hours	
	% of junior hourly rate ¹		
	150%	200%	200%
	\$	\$	\$
PA1			
Under 16 years	14.21	18.94	18.94
16 years	17.04	22.72	22.72
17 years	19.88	26.50	26.50
18 years	22.71	30.28	30.28
19 years	25.56	34.08	34.08
PA2			
Under 16 years	14.60	19.46	19.46
16 years	17.52	23.36	23.36
17 years	20.43	27.24	27.24

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	Monday to Saturday		Sunday
	First 2 hours	After 2 hours	
	% of junior hourly rate ¹		
	150%	200%	200%
	\$	\$	\$
18 years	23.36	31.14	31.14
19 years	26.27	35.02	35.02
PA3			
Under 16 years	15.17	20.22	20.22
16 years	18.20	24.26	24.26
17 years	21.23	28.30	28.30
18 years	24.27	32.36	32.36
19 years	27.30	36.40	36.40
PA4			
Under 16 years	15.69	20.92	20.92
16 years	18.83	25.10	25.10
17 years	21.96	29.28	29.28
18 years	25.11	33.48	33.48
19 years	28.25	37.66	37.66
PA5			
Under 16 years	16.10	21.46	21.46
16 years	19.32	25.76	25.76
17 years	22.53	30.04	30.04
18 years	25.76	34.34	34.34
19 years	28.97	38.62	38.62
PA6			
Under 16 years	16.53	22.04	22.04
16 years	19.83	26.44	26.44
17 years	23.15	30.86	30.86
18 years	26.45	35.26	35.26
19 years	29.76	39.68	39.68
PA7			
Under 16 years	17.06	22.74	22.74
16 years	20.46	27.28	27.28

	Monday to Saturday		Sunday
	First 2 hours	After 2 hours	
	% of junior hourly rate ¹		
	150%	200%	200%
	\$	\$	\$
17 years	23.87	31.82	31.82
18 years	27.27	36.36	36.36
19 years	30.69	40.92	40.92

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.4 Casual piggery attendant junior employees (all employees including shiftworkers)—ordinary and penalty rates

	Junior hourly rate— ordinary hours	Saturday	Public holiday
	% of junior hourly rate ¹		
	125%	175%	275%
	\$	\$	\$
PA1			
Under 16 years	11.84	16.57	26.04
16 years	14.20	19.88	31.24
17 years	16.56	23.19	36.44
18 years	18.93	26.50	41.64
19 years	21.30	29.82	46.86
PA2			
Under 16 years	12.16	17.03	26.76
16 years	14.60	20.44	32.12
17 years	17.03	23.84	37.46
18 years	19.46	27.25	42.82
19 years	21.89	30.64	48.15
PA3			
Under 16 years	12.64	17.69	27.80
16 years	15.16	21.23	33.36
17 years	17.69	24.76	38.91
18 years	20.23	28.32	44.50
19 years	22.75	31.85	50.05

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	Junior hourly rate— ordinary hours	Saturday	Public holiday
	% of junior hourly rate ¹		
	125%	175%	275%
	\$	\$	\$
PA4			
Under 16 years	13.08	18.31	28.77
16 years	15.69	21.96	34.51
17 years	18.30	25.62	40.26
18 years	20.93	29.30	46.04
19 years	23.54	32.95	51.78
PA5			
Under 16 years	13.41	18.78	29.51
16 years	16.10	22.54	35.42
17 years	18.78	26.29	41.31
18 years	21.46	30.05	47.22
19 years	24.14	33.79	53.10
PA6			
Under 16 years	13.78	19.29	30.31
16 years	16.53	23.14	36.36
17 years	19.29	27.00	42.43
18 years	22.04	30.85	48.48
19 years	24.80	34.72	54.56
PA7			
Under 16 years	14.21	19.90	31.27
16 years	17.05	23.87	37.51
17 years	19.89	27.84	43.75
18 years	22.73	31.82	50.00
19 years	25.58	35.81	56.27
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2			

B.5.5 Casual piggery attendant junior employees—shiftworkers—ordinary and penalty rates

B.5.5 table updated in accordance with [\[2018\] FWCFB 6368](#) at [85]

	Afternoon or night shift Successful afternoon or night shift ¹	Non-continuous afternoon or night shift Non-successive afternoon or night shift ²		Permanent night shift ³	Saturday	Sunday ³⁴	Public holiday
		first 3 hours	after 3 hours				
% of junior hourly rate ⁴⁵							
	\$	\$	\$	\$	\$	\$	\$
	140%	175%	225%	155%	175%	225%	225%
PA1							
Under 16 years	13.26	16.57	21.31	14.68	16.57	21.31	21.31
16 years	15.90	19.88	25.56	17.61	19.88	25.56	25.56
17 years	18.55	23.19	29.81	20.54	23.19	29.81	29.81
18 years	21.20	26.50	34.07	23.47	26.50	34.07	34.07
19 years	23.86	29.82	38.34	26.41	29.82	38.34	38.34
PA2							
Under 16 years	13.62	17.03	21.89	15.08	17.03	21.89	21.89
16 years	16.35	20.44	26.28	18.10	20.44	26.28	26.28
17 years	19.07	23.84	30.65	21.11	23.84	30.65	30.65
18 years	21.80	27.25	35.03	24.13	27.25	35.03	35.03
19 years	24.51	30.64	39.40	27.14	30.64	39.40	39.40
PA3							
Under 16 years	14.15	17.69	22.75	15.67	17.69	22.75	22.75
16 years	16.98	21.23	27.29	18.80	21.23	27.29	27.29
17 years	19.81	24.76	31.84	21.93	24.76	31.84	31.84
18 years	22.65	28.32	36.41	25.08	28.32	36.41	36.41
19 years	25.48	31.85	40.95	28.21	31.85	40.95	40.95
PA4							
Under 16 years	14.64	18.31	23.54	16.21	18.31	23.54	23.54
16 years	17.57	21.96	28.24	19.45	21.96	28.24	28.24
17 years	20.50	25.62	32.94	22.69	25.62	32.94	32.94
18 years	23.44	29.30	37.67	25.95	29.30	37.67	37.67

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	Afternoon or night shift <u>Successive afternoon or night shift¹</u>	Non-continuous afternoon or night shift <u>Non-successive afternoon or night shift²</u>		Permanent night shift ³	Saturday	Sunday ³⁴	Public holiday
		first 3 hours	after 3 hours				
	% of junior hourly rate ⁴⁵						
	\$	\$	\$	\$	\$	\$	\$
	140%	175%	225%	155%	175%	225%	225%
19 years	26.36	32.95	42.37	29.19	32.95	42.37	42.37
PA5							
Under 16 years	15.02	18.78	24.14	16.63	18.78	24.14	24.14
16 years	18.03	22.54	28.98	19.96	22.54	28.98	28.98
17 years	21.03	26.29	33.80	23.28	26.29	33.80	33.80
18 years	24.04	30.05	38.63	26.61	30.05	38.63	38.63
19 years	27.03	33.79	43.45	29.93	33.79	43.45	43.45
PA6							
Under 16 years	15.43	19.29	24.80	17.08	19.29	24.80	24.80
16 years	18.51	23.14	29.75	20.49	23.14	29.75	29.75
17 years	21.60	27.00	34.72	23.92	27.00	34.72	34.72
18 years	24.68	30.85	39.67	27.33	30.85	39.67	39.67
19 years	27.78	34.72	44.64	30.75	34.72	44.64	44.64
PA7							
Under 16 years	15.92	19.90	25.58	17.62	19.90	25.58	25.58
16 years	19.10	23.87	30.69	21.14	23.87	30.69	30.69
17 years	22.27	27.84	35.80	24.66	27.84	35.80	35.80
18 years	25.45	31.82	40.91	28.18	31.82	40.91	40.91
19 years	28.64	35.81	46.04	31.71	35.81	46.04	46.04
¹ Afternoon shift, night shift, and successive afternoon or night shift are defined in clauses 34.1(a), (b), (d) ² Non-continuous successive afternoon or night shift are is defined in clause 34.1(e) ³ Permanent night shift is defined in clause 34.1(c) ³⁴ Where the major portion of the shift is performed on a Sunday. ⁴⁵ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2							

B.6 Poultry Farming—poultry farm worker adult employees

B.6.1 Full-time and part-time poultry farm worker adult employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate ¹	
	\$	\$
	100%	200%
PW1	18.93	37.86
PW2	19.75	39.50
PW3	20.58	41.16
PW4	22.04	44.08

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.6.2 Full-time and part-time poultry farm worker adult employees

	Ordinary hours	Monday to Saturday—Overtime hours	Sunday—Overtime hours		Public holiday
			Feeding or watering stock	Other than feeding or watering stock	
	% of ordinary hourly rate ¹				
	100%	150%	150%	200%	200%
	\$	\$	\$	\$	\$
PW1	18.93	28.40	28.40	37.86	37.86
PW2	19.75	29.63	29.63	39.50	39.50
PW3	20.58	30.87	30.87	41.16	41.16
PW4	22.04	33.06	33.06	44.08	44.08

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.6.3 Casual poultry farm worker adult employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate ¹	
	\$	\$
	125%	225%
PW1	23.66	42.59
PW2	24.69	44.44

	Ordinary hours	Public holiday
	% of ordinary hourly rate ¹	
	\$	\$
	125%	225%
PW3	25.73	46.31
PW4	27.55	49.59
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2		

B.7 Poultry Farming—junior poultry farm worker employees

B.7.1 Junior employees

The **junior hourly rate** is based on a percentage of the appropriate adult weekly rate and rounded to the nearest 10 cents in accordance with clause 39.2, then divided by 38. Adult rates apply from 20 years of age in accordance with clause 39.1.

B.7.2 Full-time and part-time junior poultry farm worker employees—ordinary, penalty rates and overtime

Age	Junior hourly rate	Public holiday (all hours worked)	Overtime		
			Monday to Saturday	Sunday	
				Feeding or watering stock	Other than feeding or watering stock
% of junior hourly rate ¹					
	100%	200%	150%	150%	200%
	\$	\$	\$	\$	\$
PW1					
Under 16 years	9.47	18.94	14.21	14.21	18.94
16 years	11.36	22.72	17.04	17.04	22.72
17 years	13.25	26.50	19.88	19.88	26.50
18 years	15.14	30.28	22.71	22.71	30.28
19 years	17.04	34.08	25.56	25.56	34.08
PW 2					
Under 16 years	9.88	19.76	14.82	14.82	19.76
16 years	11.85	23.70	17.78	17.78	23.70
17 years	13.83	27.66	20.75	20.75	27.66
18 years	15.80	31.60	23.70	23.70	31.60

	Junior hourly rate	Public holiday (all hours worked)	Overtime		
			Monday to Saturday	Sunday	
				Feeding or watering stock	Other than feeding or watering stock
			% of junior hourly rate ¹		
Age	100%	200%	150%	150%	200%
19 years	17.78	35.56	26.67	26.67	35.56
PW 3					
Under 16 years	10.29	20.58	15.44	15.44	20.58
16 years	12.35	24.70	18.53	18.53	24.70
17 years	14.41	28.82	21.62	21.62	28.82
18 years	16.46	32.92	24.69	24.69	32.92
19 years	18.52	37.04	27.78	27.78	37.04
PW 4					
Under 16 years	11.02	22.04	16.53	16.53	22.04
16 years	13.22	26.44	19.83	19.83	26.44
17 years	15.43	30.86	23.15	23.15	30.86
18 years	17.63	35.26	26.45	26.45	35.26
19 years	19.84	39.68	29.76	29.76	39.68

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.7.3 Casual junior poultry farm worker employees—ordinary, penalty rates and overtime

	Junior hourly rate	Casual hourly rate	Public holiday
	% of junior hourly rate ¹		
	100%	125%	225%
Age	\$	\$	\$
PW1			
Under 16 years	9.47	11.84	21.31
16 years	11.36	14.20	25.56
17 years	13.25	16.56	29.81
18 years	15.14	18.93	34.07
19 years	17.04	21.30	38.34
PW 2			

	Junior hourly rate	Casual hourly rate	Public holiday
	% of junior hourly rate ¹		
Age	100%	125%	225%
Under 16 years	9.88	12.35	22.23
16 years	11.85	14.81	26.66
17 years	13.83	17.29	31.12
18 years	15.80	19.75	35.55
19 years	17.78	22.23	40.01
PW 3			
Under 16 years	10.29	12.86	23.15
16 years	12.35	15.44	27.79
17 years	14.41	18.01	32.42
18 years	16.46	20.58	37.04
19 years	18.52	23.15	41.67
PW 4			
Under 16 years	11.02	13.78	24.80
16 years	13.22	16.53	29.75
17 years	15.43	19.29	34.72
18 years	17.63	22.04	39.67
19 years	19.84	24.80	44.64
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2			

~~B.8 Shearing operations Shearers~~

Clause B.8 deleted in accordance with [\[2017\] FWCFB 3433](#) at [283]

Schedule C—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2018

See clauses 10, 24, 25, 35, 43, 44 and Schedule A for full details of allowances payable under this award.

C.1 Wage related allowances

The following wage-related allowances are based on the standard rate as defined in Schedule F as the hourly rate payable to a Farm and livestock hand level 2 = **\$19.47**. These rates are to be paid in accordance with clauses 10.1, 25.3, 43.9 and 44.1.

Allowance	Clause	% of standard rate \$19.47	\$ per week unless stated otherwise
<i>General Employment Conditions</i>			
Leading hand, in charge of ¹ :	10.1(b)		
2 to 6 employees		115.0	22.39
7 to 10 employees		134.0	26.09
11 to 20 employees		191.0	37.19
More than 20 employees		240.0	46.73
First aid allowance ²	10.1(c)	14.0	2.73 per day
<i>Broadacre Farming and Livestock Operations</i>			
Station hand—jetting, spraying, swabbing sheep	25.3	17.0	3.31 per day
<i>Shearing Operations</i>			
Lack of amenities allowance	43.3(b)	51.5	10.03 per day
Conditions allowance	43.9(f)	602.3	117.27
Enterprise flexibility allowance	43.9(f)	853.8	166.23
Woolrolling allowance	43.9(f)	426.8	83.10
Bookkeeping allowance	43.9(f)	277.5	54.03
Allowance where sleeping quarters not provided—to pay for sleeping quarters	44.1	259.4	50.51 per night
Allowance where sleeping quarters not provided—travel time in excess of one hour per day, between shed and sleeping quarters	44.2	85.6	16.67 per hour

Allowance	Clause	% of standard rate \$19.47	\$ per week unless stated otherwise
Allowance where sleeping quarters not provided— travelling allowance (more than 65 km distance from shed)—Shearers (or Crutchers) only	44.3(a)	77.0	14.99 per day
^{1, 2} These allowances are payable for all purposes.			

C.1.1 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

C.2 Expense related allowances

C.2.1 The following expense-related allowances will be payable to employees and adjusted in accordance with clause C.2.2:

Allowance	Clause	\$
<i>General Employment Conditions</i>		
Use of vehicle allowance	10.2(c)	0.78 per km
Meal allowance—overtime of more than one and a half hours	10.2(d)(i)	13.34 per meal
Meal allowance—overtime of more than two hours without required notice	10.2(d)(ii)	13.34 per meal
<i>Broadacre Farming and Livestock Operations</i>		
With Keep deduction	24.3	127.51 per week
Station hand—to find own horse	25.1	7.40 per week
Station hand—to find own saddle	25.1	5.91 per week
<i>Pig Breeding and Raising</i>		
Meal allowance—overtime of more than one and a half hours	10.2(d)(i)	13.34 per meal
Meal allowance—unplanned overtime of more than two hours	0	13.34 per meal
<i>Shearing Operations</i>		
Shearers—shearing industry allowance	A.1.1	221.25 per week
Shearers—rations	A.1.1	59.38 per week
Shearers—combs/cutters allowance	A.1.1	104.00 per week

Allowance	Clause	\$
<i>General Employment Conditions</i>		
Shearers—handpiece payment	A.1.1	23.51 per week
Shed hands—shearing industry allowance	A.3.1	221.25 per week
Shed hands—rations	A.3.1	59.38 per week
Woolpressers—shearing industry allowance	A.4	221.25 per week
Woolpressers—rations	A.4	59.38 per week
Shearing cooks—69.58% of shearing industry allowance	43.6(d)	153.95 per week
Allowance where sleeping quarters not provided— vehicle allowance—all employees	44.3(b)	0.78 per km
Fares and travelling allowances for expeditionary employees—motor vehicle expenses	45.1(a)	0.78 per km
Fares and travelling allowances for expeditionary employees—expenses other than fares, per day	45.1(f)	72.08 per day
Expenses other than fares—per hour rate	45.1(g)	3.00 per hour

C.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Allowance for combs/cutters	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Meal allowance	Take away and fast foods sub-group
Payment for handpiece	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Rations	Take away and fast foods sub-group
Shearing industry allowance	All groups

Allowance	Applicable Consumer Price Index figure
Special allowance (horse and saddle allowance)	All groups
Travelling allowance	Domestic holiday travel and accommodation sub-group
Vehicle allowance	Private motoring sub-group
With keep rate	All groups

C.2.3 Other allowances— Shearing Operations:

Clause C.2.3 updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

Allowance	Clause	\$
Crutching (other than at sheds)—lack of amenities ¹	43.3(b)	10.03 per day
Woolpressers—weighing and branding bales	43.5(b)	0.41 per bale
Woolclassers and Shearing shed experts:		
Conditions allowance	43.9	117.27 per week
Enterprise flexibility (including hours) and wet weather allowance	43.9	166.23 per week
Woolrolling and other shed hands work allowance	43.9	83.10 per week
Bookkeeping, overseeing, experting allowance	43.9	54.03 per week
Breakdown of machinery—allowance for delays and termination of agreements—not found employees ²	44.5(a)	181.92 per day
Breakdown of machinery—allowance for delays and termination of agreements—found employees ²	44.5(a)	150.49 per day
¹ See clause A.2 for method of adjustment		
² See clause 44.5(b) for method of adjustment		

Schedule D—Supported Wage System

Schedule updated in accordance with [PR606630](#)

D.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

D.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

D.3 Eligibility criteria

D.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

D.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

D.4 Supported wage rates

D.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause D.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

D.4.2 Provided that the minimum amount payable must be not less than **\$86** per week.

D.4.3 Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

D.5 Assessment of capacity

D.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

D.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

D.6 Lodgement of SWS wage assessment agreement

D.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

D.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

D.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

D.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

D.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

D.10 Trial period

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$86 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule E—Part-day Public Holidays

Schedule E updated in accordance with [PR701683](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

- E.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause E.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause E.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the [NES](#).

Schedule F—Definitions and interpretation

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333].

In this award, unless the contrary intention appears:

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

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave (see clause 10.1(a))

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

broadacre mixed farming enterprise:

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

casual pieceworker means a Shearer, Crutcher or Woolpresser engaged as a casual employee and paid the piecework rates prescribed by this award

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

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

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

double-fleeced means a sheep carrying two years' fleece

employee means national system employee within the meaning of the [Act](#)

employer means national system employer within the meaning of the [Act](#)

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

experience in the industry means all and any experience in the industry as described in clause 3.2 of this award

farm and livestock hand means an employee performing the work described in the classifications which apply to such work in Part 5—Broadacre Farming and Livestock Operations of this award and who is not a piggery attendant, poultry worker or any employee classified under Part 8—Shearing Operations

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

Definition of **keep** updated in accordance with [\[2017\] FWCFB 3433](#) at [110]–[122]

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

livestock means all animals used in primary production including insects

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

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the Act

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

ordinary hourly rate means the minimum hourly rate for an employee’s classification specified in clauses 24, 29, 39 and 43 plus any allowances specified as being included in the employee’s ordinary hourly rate or payable for all purposes

Definition of **pastoral industry** has been inserted in accordance with [\[2017\] FWCFB 3433](#) at [339]

pastoral industry has the meaning given in clause 3.2

piggery attendant means an employee who is employed by an employer who is exclusively, wholly or substantially engaged in the raising and breeding of pigs, and who performs duties described in the classifications in Part 6—Pig Breeding and Raising of this award

poultry worker means an employee who is employed by an employer who is exclusively, wholly or substantially engaged in the raising and breeding of poultry, and who performs duties described in the classifications in Part 7—Poultry Farming of this award

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

rams are male sheep that are more than six months old

shearing is where:

- the employee takes off the belly wool first and lays it aside, and, when required by the employer, the employee shears over the tail when shearing the first side; and
- in opening the fleece at the neck and belly, the machine or both blades of the shears will be kept under the wool and close to the skin, so as to avoid twice cutting and where the employee does not run the machine or shears through the fleece so as to break it down the centre or the back

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

shearing shed expert or **expert** means an employee who is competent to perform experting duties at a shearing shed as described in clause 42.8 in accordance with the requirements of the employer or a representative (such requirements to be specified at the time of engagement)

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

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

standard rate means the hourly rate payable to a farm and livestock hand level 2 in clause 24.1

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

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

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

Definition of **wine industry** has been deleted in accordance with [\[2017\] FWCFB 3433](#) at [119]

~~**wine industry** means the industry of growing and processing wine grapes and includes:-~~

- ~~the preparation of land for the planting of wine grape vines, the pruning of wine grape vines, the care, growing, treating, picking, harvesting and forwarding of wine grapes and other activities associated with a wine grape vineyard; and/or~~
- ~~processing wine grapes, producing wine juice or grape spirit, the bottling, packaging, storage or dispatch of wine, brandy or other potable spirit, liqueurs, vinegar or grape juice and other activities associated with a winery or wine distillery including but not limited to cellar door sales, laboratory activities and making or repairing barrels, vats, casks and like articles; and/or~~

- (c) ~~packaging, storing and dispatching of wine or grape spirit from a warehouse facility or other place of storage associated with a winery or wine distillery.~~

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

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

DRAFT

Schedule G—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$ ____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement for time off instead of payment for overtime

New Schedule I inserted in accordance [PR575728](#)

Name of employee: _____

Name of employer: _____

1. The employer and employee agree that the employee will take time off instead of being paid for all overtime that is worked by the employee under this agreement.
2. Time off must be taken within 6 months of the overtime being worked at a time or times agreed by the employee and employer. If time off is not taken within 6 months of it being worked then the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked, unless the employer agrees to pay out the accrued overtime earlier.
3. This agreement will remain in place until the agreement is terminated. The agreement may be terminated by the employer or employee at any time by notice in writing.
4. If the agreement is terminated, the employer must pay the employee for overtime worked at the overtime rate applicable to the overtime when it was worked.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___