

Pest Control Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 27 April 2020 ([PR718491](#)).

Clause(s) affected by the most recent variation(s):

24—Annual leave

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/279](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/15](#); [AM2016/17](#); [AM2016/8](#)

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[Varied by [PR532630](#), [PR544519](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR583045](#), [PR584126](#), [PR609426](#), [PR610263](#), [PR701500](#), [PR718141](#), [PR718491](#)]

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Part 1—Application and Operation

1. Title

This award is the *Pest Control Industry Award 2010*.

2. Commencement and transitional

[Varied by [PR542217](#)]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542217](#) ppc 04Dec13]

2.4 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.

[2.5 varied by [PR542217](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542217](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR997772](#), [PR503712](#), [PR546083](#)]

3.1 In this award, unless the contrary intention appears:

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

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **default fund employee** inserted by [PR546083](#) ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546083](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503712](#) ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503712](#) ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **exempt public sector superannuation scheme** inserted by [PR546083](#) ppc 01Jan14]

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

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leading hand is an employee who is directed to control, supervise and take responsibility for the work performed by two or more employees

[Definition of **MySuper product** inserted by [PR546083](#) ppc 01Jan14]

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 *Fair Work Act 2009* (Cth)

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

pest control industry means the industry of the control and/or eradication of pests, vermin, feral animals and weeds in domestic, commercial and civic buildings or facilities and includes:

- (a) the inspection of buildings, structures, trees, commodities and stored products or items for pest activity, and reporting on pest activity in domestic, commercial and civic buildings or any situation where pest activity may be of concern; and
- (b) the installation, maintenance or inspection of termite, bird or other pest barriers or management systems in new or existing buildings or structures including the use of fumigants in all forms

standard rate means the minimum wage for a Level 3 employee in clause 14.1

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

4. Coverage

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

- (a) *Clerks—Private Sector Award 2010*;
- (b) *Local Government Industry Award 2010*; or
- (c) *Manufacturing and Associated Industries and Occupations Award 2010*.

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

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

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- 4.4** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employees in relation to those employees.
- 4.5** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 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.
- 4.6** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 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.
- 4.7** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Individual flexibility arrangements

[Varied by [PR542217](#); 7—Award flexibility renamed and substituted by [PR610263](#) ppc 01Nov18]

- 7.1** 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

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- (e) annual leave loading.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** 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.
- 7.5** 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.
- 7.6** 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.
- 7.7** 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.
- 7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 7.11** 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 s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).

- 7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13** The right to make an agreement under clause 7 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.

Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610263](#) ppc 01Nov18]

- 8.1** 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.
- 8.2** For the purposes of the discussion under clause 8.1(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.
- 8.3** Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 8.4** 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 8.1(b).

8.5 In clause 8:

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.

8.6 Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

[8A inserted by [PR610263](#) ppc 01Nov18]

8A.1 Clause 8A 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.

8A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

8A.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 8A.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.

8A.4 The employer must consider any views given under clause 8A.3(b).

8A.5 Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

9. Dispute resolution

[Varied by [PR542217](#); substituted by [PR610263](#) ppc 01Nov18]

9.1 Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

- 9.2** 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.
- 9.3** If the dispute is not resolved through discussion as mentioned in clause 9.2, 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.
- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** 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.
- 9.6** 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.
- 9.7** 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 9.
- 9.8** While procedures are being followed under clause 9 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.
- 9.9** Clause 9.8 is subject to any applicable work health and safety legislation.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

[Varied by [PR529169](#), [PR700595](#)]

- 10.1** Employees under this award will be employed in one of the following categories:
- (a) full-time employment;
 - (b) part-time employment; or
 - (c) casual employment.
- 10.2** At the time of engagement an employer must inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. This will then be recorded in the time and wages record of the employee.
- 10.3 Full-time employment**
- (a) A full-time employee is one who is engaged to work 38 ordinary hours per week.

- (b) Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award.

10.4 Part-time employment

- (a) A part-time employee is an employee who:
 - (i) is engaged to work less than full-time hours of 38 ordinary hours per week;
 - (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.

[10.4(b) varied by [PR529169](#) ppc 27Sep12]

- (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 the hours worked each day, which days of the week the employee will work and the actual starting and finishing times for each day.
- (c) Any agreed variation to the hours of work will be in writing.
- (d) A part-time employee must be engaged for a minimum of three consecutive hours per start including if called in for a separate engagement for overtime.
- (e) All time worked in excess of the hours agreed under clause 10.4(b) or varied under clause 10.4(c) will be overtime and paid for at the rates prescribed in clause 22—Overtime and penalty rates.
- (f) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.5.
- (g) A part-time employee under the provisions of this clause must be paid for each ordinary hour worked at the rate of 1/38th of the weekly rate prescribed for the appropriate classification.

10.5 Casual employment

- (a) Subject to clause 10.4 a casual employee is an employee who is engaged and paid as such. A casual employee is engaged to work less than 38 hours per week.
- (b) The employment of a casual employee is terminable with one hour's notice by either the employer or the employee.
- (c) A casual employee must be paid an hourly rate of 1/38th of the weekly rate prescribed for the appropriate classification plus a loading of 25% for all hours worked.
- (d) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment provided for in this award.

[10.5(e) varied by [PR529169](#) ppc 27Sep12]

- (e) A casual employee must be paid for a minimum of three hours for each start on any day.

10.6 Right to request casual conversion

[10.6 inserted by [PR700595](#) ppc 01Oct18]

- (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.

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- (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 9. 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 10.4(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).

11. Termination of employment

[11 substituted by [PR610263](#) ppc 01Nov18]

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

11.1 Notice of termination by an employee

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

Table 1—Period of notice

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

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

- (c) In paragraph (b) **continuous service** has the same meaning as in s.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.

11.2 Job search entitlement

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.

- 11.3 The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

[Varied by [PR503712](#), [PR561478](#); substituted by [PR707001](#) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

12.1 Transfer to lower paid duties on redundancy

- (a) Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

12.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

12.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).

- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 11.2 and 11.3.

Part 4—Minimum Wages and Related Matters

13. Classifications

- 13.1 All employees covered by this award must be classified according to the structure set out in Schedule B—Classifications. Employers must advise their employees in writing of their classification and any changes to their classification.
- 13.2 The classification must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

14. Minimum wages

[Varied by [PR997975](#), [PR509128](#), [PR522959](#), [PR536762](#), [PR551685](#), [PR566777](#), [PR579884](#), [PR592198](#), [PR593872](#), [PR606423](#), [PR707514](#)]

[14.1 varied by [PR997975](#), [PR509128](#), [PR522959](#), [PR536762](#), [PR551685](#), [PR566777](#), [PR579884](#), [PR592198](#), [PR606423](#), [PR707514](#) ppc 01Jul19]

- 14.1 A full-time employee must be paid a minimum weekly rate for their classification as set out in the table below:

Classification	Minimum weekly rate
	\$
Level 1	748.70
Level 2	767.10
Level 3	791.30
Level 4	807.80
Level 5	870.40

14.2 Supported wage system

See Schedule C

14.3 National training wage

[14.3 substituted by [PR593872](#) ppc 01Jul17]

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[14.3(b) varied by [PR606423](#), [PR707514](#) ppc 01Jul19]

- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in

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Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Pest Control Industry Award 2010* and not the *Miscellaneous Award 2010*.

15. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR998119](#), [PR509249](#), [PR523079](#), [PR536882](#), [PR551805](#), [PR566906](#), [PR579604](#), [PR592352](#), [PR606575](#), [PR704186](#), [PR707741](#)]

15.1 Leading hand allowance

A leading hand will be paid the higher of the rate prescribed for the highest class of work supervised or their own classification rate together with the following additional allowance:

In charge of:	% of standard rate
2 to 10 employees	3.99
11 to 21 employees	5.97
More than 21 employees	8.11

15.2 Verminous/decomposed human body allowance

An employee required to treat a verminous or decomposed human body will be paid an additional 11.96% of the [standard rate](#) on each occasion.

15.3 Work performed in fumigation depot allowance

An additional 0.93% of the [standard rate](#) will be paid for each day on which work is performed in, or in connection with, fumigation depots carrying out the process of tent, vacuum tank or container fumigation. This allowance is paid in recognition of all disabilities encountered by employees working in fumigation depots.

15.4 First aid allowance

An employee who has been trained to render first aid, who holds a current first aid qualification and who is appointed by the employer to perform first aid duty will be paid an additional 2.12% of the [standard rate](#) per week. Employees will be reimbursed for the cost of maintenance of a first aid kit upon presentation of receipts, if the kit is not provided by the employer.

15.5 Meal allowance

[15.5 varied by [PR998119](#), [PR509249](#), [PR523079](#), [PR536882](#), [PR551805](#), [PR566906](#), [PR579604](#), [PR592352](#), [PR606575](#), [PR704186](#), [PR707741](#) ppc 01Jul19]

An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work will either be supplied with a meal by the employer or paid \$14.55 for the first and subsequent meals. If an employee pursuant to notice has provided their own meal and is not required to work overtime or is required to work less than the amount advised, they will be paid the above allowance for those meals they have provided themselves.

15.6 Motor vehicle allowance

[15.6 varied by [PR523079](#), [PR536882](#), [PR551805](#) ppc 01Jul14]

An employee who by agreement with the employer uses the employee's own motor vehicle in the course of the employer's business will be paid an allowance of \$0.78 per kilometre travelled.

15.7 Country work

[15.7(a) varied by [PR998119](#), [PR536882](#), [PR551805](#), [PR566906](#), [PR579604](#), [PR606575](#), [PR704186](#), [PR707741](#) ppc 01Jul19]

- (a) An employee sent to country work will be paid an allowance of \$93.31 per night to cover the costs of lodging and all meals or provided with board and lodging as agreed between the employer and employee.
- (b) Time occupied in travelling to and from country work will be paid for at ordinary rates in addition to wages otherwise earned, provided that an employee will not be paid for more than eight hours occupied in travelling on any one day. A day for the purposes of this subclause means from midnight on one day to midnight on the next day.

[15.7(c) varied by [PR998119](#), [PR523079](#), [PR536882](#), [PR551805](#), [PR566906](#), [PR579604](#), [PR592352](#), [PR606575](#), [PR704186](#), [PR707741](#) ppc 01Jul19]

- (c) An employee sent from one place to another as prescribed in this subclause will be paid a meal allowance of \$9.00 for each meal. This allowance will not be payable if the employee is otherwise entitled to a meal allowance pursuant to clause 15.5.
- (d) Where transport is not provided by the employer, all employees will be entitled to travel to and from country work on terms agreed between the employer and the employee.
- (e) **Country work** means employment at a place which requires the employee to live away from their usual place of residence.

15.8 Safety clothing and equipment

- (a) An employer will provide and maintain all equipment required for the carrying out of a job.
- (b) Where reasonably required, such equipment will include suitable respirators, goggles, boots and/or gloves.
- (c) Such equipment will remain the property of the employer and will be replaced by the employer if lost by them or destroyed through the employee's negligence; provided that reasonable facilities are made available by the employer for the safe keeping of such equipment.
- (d) The employer will provide, and maintain free of charge, all necessary protective clothing for the use of employees. Such clothing will be issued in good condition and be retained by the employees during the period of their employment. It will be replaced by the employer when required. Such protective clothing will, among other things, include overalls and/or dust coats.

- (e) Employees will use in the proper manner the appropriate protective clothing and equipment provided and required to be used by the employer, and will comply with any other specified safe working requirements.

15.9 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
Meal allowance	Take away and fast foods sub-group
Motor vehicle allowance	Private motoring sub-group
Board and lodging	Holiday travel and accommodation sub-group

16. District allowances

[16 deleted by [PR561478](#) ppc 05Mar15]

17. Accident pay

[Varied by [PR503712](#); deleted by [PR561478](#) ppc 05Mar15]

18. Payment of wages

[Varied by [PR610131](#)]

18.1 Frequency of pay

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

18.2 Method of payment

An employer may pay an employee's wages by electronic funds transfer into a bank or financial institution nominated by the employee or by cash or cheque.

18.3 Time of payment—cash or cheque

If payment is by cash or cheque, wages will be paid during ordinary working hours.

18.4 Payment on termination of employment

[18.4 inserted by [PR610131](#) ppc 01Nov18]

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

19. Superannuation

[Varied by [PR530243](#), [PR546083](#)]

19.1 Superannuation legislation

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

19.2 Employer contributions

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

19.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

19.4 Superannuation fund

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

[19.4(a) substituted by [PR530243](#) ppc 26Oct12]

- (a) CareSuper;

[19.4(b) deleted by [PR546083](#) ppc 01Jan14]

[19.4(c) renumbered as 19.4(b) by [PR546083](#) ppc 01Jan14]

- (b) AustralianSuper;

[19.4(d) renumbered as 19.4(c) by [PR546083](#) ppc 01Jan14]

- (c) Statewide Superannuation Trust;

[19.4(e) renumbered as 19.4(d) by [PR546083](#) ppc 01Jan14]

- (d) Sunsuper;

[19.4(f) renumbered as 19.4(e) and varied by [PR546083](#) ppc 01Jan14]

- (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 scheme; or

[New 19.4(f) inserted by [PR546083](#) ppc 01Jan14]

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

Part 5—Hours of Work and Related Matters

20. Ordinary hours of work and rostering

20.1 The ordinary hours of work will be an average of 38 hours per week over a maximum work cycle of four weeks.

20.2 Where there is agreement between the employer and employee ordinary hours may be worked in one of the following ways:

- (a) by working a 19 day, four week cycle of eight hours per day in accordance with the provisions of this clause, with 15 minutes per day worked accruing as an entitlement to take a rostered day off on what would otherwise be a working day in each four week cycle;
- (b) provided that where the objective is for employees to have more than one rostered day off in a normal four week cycle by mutual agreement between the employer and the majority of employees in an establishment, the employer and employees may agree that the ordinary hours exceed more than the standard hours fixed for a day's work, but not exceed 10 on any one day, thus enabling a rostered day off on a day Monday to Friday to be taken more frequently than would otherwise apply;
- (c) by employees working shorter hours on each day; or
- (d) by employees working shorter hours on one or more days of each week.

20.3 Every employer will notify the hours at which the employee is required to commence and cease work. Work done outside the hours notified will be paid at overtime rates.

20.4 Once the times of beginning and ceasing work have been determined they will not be altered without the giving of one week's notice.

20.5 Once a cycle as outlined in clause 20.2 has been agreed upon and implemented, it will not be varied until that cycle has been completed.

20.6 Where a rostered day off falls on a public holiday as prescribed in clause 27—Public holidays the next working day will be taken as the rostered day off, provided that by mutual agreement between the employer and employee another working day may be substituted.

20.7 Day workers

Except where otherwise provided in this clause the standard ordinary hours of work for day workers will not exceed 38 hours per week. The ordinary hours are to be worked in not more than five shifts of 7.6 hours on any day, Monday to Sunday inclusive, between the hours of 6.00 am and 6.00 pm.

20.8 Shiftworkers

The standard ordinary hours of work for shiftworkers will not, except as provided elsewhere in this clause, exceed 38 hours per week. The ordinary hours are to be worked in not more than five shifts of 7.6 hours on any day, Monday to Sunday inclusive. These ordinary hours will be worked continuously except for meal breaks, crib breaks and rest periods as provided for in clause 21—Breaks.

20.9 Twelve-hour shifts

By agreement between an employer, and the majority of employees in an establishment or the work location concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- (a) proper health monitoring procedures being introduced;
- (b) suitable rostering arrangements being made; and
- (c) proper supervision being provided (where applicable).

21. Breaks

[Varied by [PR529169](#)]

21.1 Meal and crib breaks

- (a) An employee will be entitled to an unpaid meal break of not less than 30 minutes per day or shift. The break must have commenced not later than five hours after the start of the employee's ordinary working hours.

[21.1(b) varied by [PR529169](#) ppc 27Sep12]

- (b) An employee who is required to work for more than two hours beyond their normal ceasing time on any day will be allowed a crib break of 20 minutes at ordinary rates. After each further four hours worked an employee will be entitled to a further crib break of 20 minutes without deduction of pay, if the employee continues working after such crib break.

[21.1(c) varied by [PR529169](#) ppc 27Sep12]

- (c) An employer may organise breaks to be taken at such times that they will not interfere with the continuity of work provided that the requirements of clause 21.1(a) are observed.

21.2 Rest periods

An employee will be entitled to one rest period of 10 minutes duration to be taken prior to the meal period and a further rest period of 10 minutes duration after the meal period where the employee is required to work more than six hours on any day or shift. The rest periods will be taken at times that will not interfere with the continuity of work. Such periods are to be counted as time worked.

21.3 Washing time

An employee will be entitled to a period of 10 minutes before each meal break and a further period of 10 minutes duration before ceasing work each day for the purpose of washing and changing their clothes. Such periods are to be counted as time worked.

22. Overtime and penalty rates

[Varied by [PR584126](#)]

22.1 Overtime

- (a) All time worked in excess of, or outside the ordinary hours of work will be paid for at the rate of time and a half for the first two hours and double time thereafter. In computing overtime each day's work will stand alone.
- (b) An employee required to work overtime which is not continuous with ordinary hours will be paid a minimum of four hours at the appropriate rate.
- (c) An employee required to work during their meal break will be paid at overtime rates until the meal break is taken.

22.2 Rest period after overtime

- (a) When overtime work is necessary it will, wherever reasonably practicable be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days. An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to this subclause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty the employee will be paid double time until they are released from duty for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (c) The provisions of this subclause will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked in the following circumstances:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift is worked by arrangement between the employees themselves.

22.3 Call-back

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

22.4 Time off instead of payment for overtime

[New 22.4 inserted by [PR584126](#) ppc 22Aug16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 22.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H. An agreement under clause 22.4 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 22.4 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 the employee requests at any time, to be paid for overtime covered by an agreement under clause 22.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) 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.
- (h) The employer must keep a copy of any agreement under clause 22.4 as an employee record.

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- (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 22.4 will apply, including the requirement for separate written agreements under paragraph (b) 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 22.4 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 22.4.

22.5 Weekend work

[22.4 renumbered as 22.5 by [PR584126](#) ppc 22Aug16]

- (a) An employee who works ordinary hours on a Saturday will be paid at the rate of time and a half. They will be paid for a minimum of three hours' work.
- (b) An employee who works ordinary hours on a Sunday will be paid at the rate of double time. They will be paid for a minimum of four hours' work.

22.6 Public holiday work

[22.5 renumbered as 22.6 by [PR584126](#) ppc 22Aug16]

An employee who works on a public holiday will be paid at the rate of double time and a half. They will be paid for a minimum of four hours' work.

23. Shiftwork

23.1 Definitions

- (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 or where the majority of time worked is between the hours of midnight and 8.00 am.

23.2 An employee who works an afternoon shift must be paid an additional 15% of their ordinary rate.

- 23.3** An employee who works a night shift must be paid an additional 20% of their ordinary rate.
- 23.4** An employee who works a night shift which does not rotate or alternate with another shift or day work must be paid an additional 25% of their ordinary rate.
- 23.5** The shiftwork penalties in clauses 23.2, 23.3 and 23.4 are not payable where an employee is entitled to another penalty for overtime, weekends or public holidays.

23A. Requests for flexible working arrangements

[23A inserted by [PR701500](#) ppc 01Dec18]

23A.1 Employee may request change in working arrangements

Clause 23A 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 23A is an addition to s.65.

23A.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)).

23A.3 What the written response must include if the employer refuses the request

Clause 23A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 23A.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 23A.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.

23A.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 23A.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.

23A.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 23A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

24. Annual leave

[Varied by [PR546341](#), [PR567242](#), [PR583045](#), [PR718491](#)]

24.1 Annual leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.

24.2 Seven day shiftworkers

[24.2 substituted by [PR567242](#) ppc 27May15]

For the purpose of the additional week of annual leave for shiftworkers provided for in the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

24.3 Annual leave in advance

[24.3 renamed and substituted by [PR583045](#) ppc 29Jul16]

- (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 24.3 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 24.3 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 24.3, 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.

24.4 Excessive leave accruals: general provision

[24.4 renamed and substituted by [PR583045](#) ppc 29Jul16]

Note: Clauses 24.4 to 24.6 contain provisions, additional to the National Employment Standards, 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 Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 24.2).
- (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 24.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[New 24.5 inserted by [PR583045](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.4(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under 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 24.4, 24.5 or 24.6 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

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- (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 24.5(b)(i).

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

24.6 Excessive leave accruals: request by employee for leave

[New 24.6 inserted by [PR583045](#) ppc 29Jul16; substituted by [PR583045](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.4(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under 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 24.5(a) that, when any other paid annual leave arrangements (whether made under clause 24.4, 24.5 or 24.6 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 24.4, 24.5 or 24.6 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

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- (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 (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 24.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

24.7 Payment and loading

[24.5 renumbered as 24.7 by [PR583045](#) ppc 29Jul16]

Before the start of an employee's annual leave the employer must pay the employee:

- (a) instead of the base rate of pay referred to in the NES, the amount the employee would have earned for working their ordinary hours had they not been on leave; and

[24.7(b) varied by [PR718491](#) ppc 27Apr20]

- (b) an additional loading of 17.5% of the employee's minimum rate prescribed in clause 14—Minimum wages, plus leading hand and first aid allowances where appropriate or, if they were a shiftworker prior to entering leave, their shift penalty, whichever is greater.

24.8 Electronic funds transfer (EFT) payment of annual leave

[New 24.8 inserted by [PR583045](#) ppc 29Jul16]

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.

24.9 Close-down

[24.6 renumbered as 24.8 by [PR583045](#) ppc 29Jul16; 24.8 renumbered as 24.9 by [PR583045](#) ppc 29Jul16]

- (a) Where an employer intends temporarily to close (or reduce to nucleus) the place of employment or a section of it for the purpose, among others, of allowing annual leave to the employees concerned or a majority of them, the employer may give those employees one month's notice in writing of an intention to apply the provisions of this clause.
- (b) In the case of any employee engaged after notice has been given, notice must be given to that employee on the date of their engagement.

[24.6(c) substituted by [PR546341](#) ppc 24Jan14]

- (c) Where an employee has been given notice pursuant to clauses 24.9(a) or (b) and the employee has:
 - (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
 - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or

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- (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.

[24.6(d) substituted by [PR546341](#) ppc 24Jan14]

- (d) Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

24.10 Cashing out of annual leave

[24.10 inserted by [PR583045](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.10.
- (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 24.10 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 24.10 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 24.10 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 24.10.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.10.

Note 3: An example of the type of agreement required by clause 24.10 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

25. Personal/carer's leave and compassionate leave

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

26. Community service leave

Community service leave is provided for in the NES.

27. Public holidays

[Varied by [PR712211](#)]

27.1 Public holidays are provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.

27.2 Substitution of public holidays by agreement

[27.2 substituted by [PR712211](#) ppc 04Oct19]

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

[Note inserted by [PR712211](#) ppc 04Oct19]

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

28. Leave to deal with Family and Domestic Violence

[28 inserted by [PR609426](#) ppc 01Aug18]

28.1 This clause applies to all employees, including casuals.

28.2 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 28.2(a) includes a former spouse or de facto partner.

28.3 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.

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.

28.4 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.

28.5 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.

28.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 28. 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 28 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 28.4.

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.

28.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 28.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 28 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.

28.8 Compliance

An employee is not entitled to take leave under clause 28 unless the employee complies with clause 28.

Schedule A—Transitional Provisions

[Varied by [PR503712](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by [PR503712](#) ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classifications

B.1 Level 1

A Level 1 employee is a person who has entered the industry with no previous experience and has yet to apply for a licence. An employee at this level has been employed in the industry for less than six months.

B.2 Level 2

A Level 2 employee is a person who has applied for a licence pursuant to relevant government regulation as either a Fumigator or a Pest Control Technician but has yet to be examined or licensed other than provisionally. Such an employee is presently undertaking an accredited course to obtain a pest operator's certificate.

B.3 Level 3

A Level 3 employee is a person who has successfully obtained a pest operator's certificate and has been granted a licence to operate as either a Fumigator or Pest Control Technician.

B.4 Level 4

A Level 4 employee is a person who has been granted licences to operate as both a Fumigator and a Pest Control Technician.

B.5 Level 5

A Level 5 employee is a person who is qualified to operate as a Pest Inspector.

Schedule C—Supported Wage System

[Varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542217](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#)]

C.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.

[C.2 varied by [PR568050](#) ppc 01Jul15]

C.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* (Cth), as amended from time to time, or any successor to that scheme

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

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

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

C.3 Eligibility criteria

C.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.

C.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.

C.4 Supported wage rates

C.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 C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[C.4.2 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

C.4.2 Provided that the minimum amount payable must be not less than \$87 per week.

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

C.5 Assessment of capacity

C.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.

C.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.

C.6 Lodgement of SWS wage assessment agreement

[C.6.1 varied by [PR542217](#) ppc 04Dec13]

C.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.

[C.6.2 varied by [PR542217](#) ppc 04Dec13]

C.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.

C.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.

C.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.

C.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.

C.10 Trial period

C.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.

C.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.

[C.10.3 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.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 C.5.

Schedule D—National training wage

[Varied by [PR997975](#), [PR509128](#), [PR522959](#), [PR536762](#), [PR545787](#), [PR551685](#), [PR566777](#), [PR579884](#); deleted by [PR593872](#) ppc 01Jul17]

Schedule E—Part-day Public Holidays

[Sched E inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18; varied by [PR712211](#), [PR715151](#)]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

[E.1 varied by [PR715151](#) ppc 18Nov19]

E.1 Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 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.

[E.1(b) varied by [PR715151](#) ppc 18Nov19]

- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday 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.

[E.1(c) substituted by [PR715151](#) ppc 18Nov19]

- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

[E.1(d) varied by [PR715151](#) ppc 18Nov19]

- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, 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.1(e) varied by [PR715151](#) ppc 18Nov19]

- (e) Excluding annualised salaried employees to whom clause E.1(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

[E.1(f) varied by [PR715151](#) ppc 18Nov19]

- (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-

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rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.

[E.1(g) varied by [PR715151](#) ppc 18Nov19]

- (g) An employee not rostered to work on the declared or prescribed part-day public holiday, 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.

[E.2 inserted by [PR712211](#) ppc 04Oct19]

- E.2** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

This schedule is not intended to detract from or supplement the NES.

Schedule F—Agreement to Take Annual Leave in Advance

[Sched F inserted by [PR583045](#) ppc 29Jul16]

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

[Sched G inserted by [PR583045](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement for Time Off Instead of Payment for Overtime

[Sched H inserted by [PR584126](#) ppc 22Aug16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ ___ am/pm

Date and time overtime ended: ___/___/20___ ___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule X—Additional Measures During the COVID-19 Pandemic

[Sched X inserted by [PR718141](#) ppc 08Apr20]

X.1 Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 30 June 2020. The period of operation can be extended on application.

X.2 During the operation of Schedule X, the following provisions apply:

X.2.1 Unpaid pandemic leave

- (a) Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
- (b) The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- (c) An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).
- (d) A period of leave under clause X.2.1(a) must start before 30 June 2020, but may end after that date.
- (e) Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the [NES](#).

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

X.2.2 Annual leave at half pay

- (a) Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
- (b) Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.
- (c) A period of leave under clause X.2.2(a) must start before 30 June 2020, but may end after that date.

EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and

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- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the [Act](#).

NOTE 2: Under section 340(1) of the [Act](#), an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the [Act](#), an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the [Act](#), a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.