

AW781451CRV - Federal Meat Industry (Processing) Award 2000

AUSTRALIAN INDUSTRIAL REGISTRY CONSOLIDATION

This AIR consolidated award incorporates all amendments up to and including 5 August 2005 (variation PR960888, PR960889).

Clauses affected by the most recent amendment(s) are:

14. Classifications and rates of pay

19. Allowances

Roping-in award No. 1 of 2002

Appendix C - Savings provisions for named Queensland meat processing plants

About this Award:

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AW781451CRV [AIR Consolidation]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00791 of 1998)

FEDERAL MEAT INDUSTRY [PROCESSING] AWARD 1996

(ODN C No. 21814 of 1993)

[Print N7479 [F0512]]

Various employees	Meat industry
COMMISSIONER LEARY	HOBART, 21 NOVEMBER 2000

Award simplification.

ORDER

A. The above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

PART 1 - APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This award will be known as the Federal Meat Industry (Processing) Award 2000.

2. ARRANGEMENT

[2 amended by PR928376]

This award is arranged as follows:

Part 1 - Application and operation of award

1. Award title
2. Arrangement [PR928376]
3. Definitions
4. Commencement date of award
5. Where and who the award covers
6. Parties bound and respondents [PR910734]

Part 2 - Award flexibility

7. Enterprise flexibility [PR940412]

Part 3 - Employment relationship

8. General provisions
9. Notice of termination [PR948993]
10. Redundancy [PR948993]
11. Procedure to avoid industrial disputation
12. Posting of award
13. Anti-discrimination

Part 4 - Wages and related matters

14. Classifications and rates of pay [PR960889]
15. Mixed functions
16. Payment by results
17. Payment of wages
18. Stand-down of employees
19. Allowances [PR960889]
20. Superannuation

Part 5 - Hours of work

21. Hours of work [PR940412]
22. Make-up time
23. Breaks [PR940412]
24. Overtime [PR957056]
25. Shift work

Part 6 - Leave of absence and public holidays

26. Annual leave [PR903343]
27. Sick leave

- 28. Bereavement leave [PR927892]
- 29. Special family leave [PR927892]
- 30. Parental leave
- 31. Public holidays
- 32. Long service leave: [PR928376]

Appendix A - Minimum rates adjustment process (MRA's)

Appendix B - Accident pay, Victoria

Appendix C - Savings provisions for named Queensland meat processing plants [PR960889]

3. DEFINITIONS

3.1 Act shall mean the *Workplace Relations Act 1996*, including the Regulations.

3.2 Commission shall mean the Australian Industrial Relations Commission.

3.3 Union shall mean the Australasian Meat Industry Employees Union (AMIEU).

3.4 Meat processing establishment shall include an abattoir, boning room or pre-packing operation but does not include a retail or country butcher shop, smallgoods factory or ham and bacon factory.

3.5 Continuous service

3.5.1 For the purposes of this award, a year of continuous service is unbroken by any of the following:

3.5.1(a) any annual leave or long service leave taken;

3.5.1(b) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations under this award;

3.5.1(c) any absence from work of not more than fourteen working days in the year of employment on account of sickness or accident;

3.5.1(d) any absence on account of leave (other than paid leave) granted, imposed or agreed to by the employer;

3.5.1(e) any absence on any other account not involving termination of employment;

3.5.1(f) any parental leave taken.

3.5.2 In calculating a year of continuous service any absence of a kind mentioned in 3.5.1(a), 3.5.1(b) or 3.5.1(c) (less than fourteen days), will be counted as part of the year of service but, in respect of absences of a kind mentioned in 3.5.1(c) (more than fourteen days) 3.5.1(d), 3.5.1(e) and 3.5.1(f), while they do not break continuity of service of an employee, they are not to be taken into account in calculating the period of service for any relevant award entitlement.

3.6 Ordinary hourly rate and overtime rates

For all purposes of this award, except where otherwise expressly provided:-

3.6.1 Ordinary hourly rate shall mean the award rate of pay per week prescribed in clause 14 - Classifications and rates of pay, for the classification of the employee, divided by 38;

3.6.2 Time and one half shall mean the ordinary hourly rate increased by 50 per cent; and

3.6.3 Double time shall mean the ordinary hourly rate increased by 100 per cent.

3.7 Definition of Slaughterer, Boner, Slicer and other key classifications

3.7.1 A trade's qualified slaughterer is an employee who is competent to slaughter to completion all species of animal to approved standards and who has an accredited and relevant trade qualification.

3.7.2 A general butcher shall mean an employee who holds an accredited and relevant retail butchering trade qualification.

3.7.3 A carcass grader is an employee who determines the category or grades into which animal carcasses are allotted in accordance with approved specifications and who is appropriately accredited by the relevant authority.

3.7.4 A skin classer is an employee accredited to assess the categories or grades into which sheep skins are sorted in accordance with predetermined specifications.

3.7.5 A boner is an employee who is required to use a knife to remove meat from the bones, sides, quarters or other piece of a carcass in accordance with the employers specifications and to dispatch such meat, bones and trimmings to other employees and/or work areas for further processing as required by the employer.

3.7.6 A **sawyer** is an employee who breaks down a carcass, side, quarter or other piece using a saw, either for the pre-work-up for boning or in accordance with required specifications.

3.7.7 A **Slaughterer Class 1** is an employee who performs the indicative tasks set out in classification 3.2 in Table B of Appendix A of this award.

3.7.8 A **Slaughterer Class 2** is an employee who performs the indicative tasks set out in classification 3.7 in Table B of Appendix A of this award.

3.7.9 A **Slaughterer Class 3** is an employee who performs the indicative tasks set out in classification 3.9 in Table B of Appendix A of this award.

3.7.10 A **slicer** is an employee who is required to use a knife to trim, including the removal of extraneous material, in accordance with the employer's instructions and product specifications and to dispatch such product to other employees for further processing if required by the employer.

3.7.11 A **trimmer** is an employee who uses a knife to remove fat or other extraneous material or foreign matter from a carcass, side, quarter or piece prior to boning or in preparation for chilling prior to boning.

4. COMMENCEMENT DATE OF AWARD

4.1 This award shall operate from 1 November 2000 and shall remain in operation for a period of twelve months.

5. WHERE AND WHO THE AWARD COVERS

5.1 Where does the award apply?

This award applies in:

- Queensland;
- New South Wales (with the exception of the city of Broken Hill);
- Victoria;
- South Australia;
- ACT;
- Northern Territory.

5.2 Who does the award apply to?

5.2.1 This award will apply in meat processing establishments, as defined, in respect to employees employed by the employers bound and respondent to this award for whom rates of pay and general conditions of employment are prescribed herein.

5.2.2 At the time of making this award, where an employer was bound by a State award, then this award will not apply, regardless of whether such employers were members of the National Meat Association of Australia or not.

6. PARTIES BOUND AND RESPONDENTS

6.1 This award will be binding on:

6.1.1 the Australasian Meat Industry Employees Union, its officers and its members; and

6.1.2 the National Meat Association of Australia and its members in respect of all their employees in classifications contained herein, whether members of the Union or not; and

[6.1.3 inserted by PR910734 from 29Oct01]

6.1.3 Australia Meat Holdings Pty Limited;

Consolidated Meat Group Pty Limited ;

Teys Bros. (Beenleigh) Pty. Ltd;

Teys Bros. (Biloela) Pty Limited;

Oakey Abattoir Pty. Ltd;

Kilcoy Pastoral Company Pty. Ltd;

Thomas Borthwick and Sons (Australia) Pty Ltd,.

in respect to all employees whether members of the union or not

6.2 Succession or replacing of awards

This award replaces the Federal Meat Industry (Processing) Award 1996 and the Federal Meat Industry Award 1981.

6.3 Savings

No right, obligation or liability accrued or incurred by an employer or an employee in accordance with the provisions of any awards superseded or replaced by this award shall be affected by the making of this award.

PART 2 - AWARD FLEXIBILITY

7. ENTERPRISE FLEXIBILITY

(See ss. 113A and 113B of the Act)

7.1 Subject to the provisions of clause 16 in this award, where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

7.1.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

7.1.2 For the purpose of the consultative process the employees may nominate the Union or another person to represent them.

7.1.3 Where agreement is reached an application shall be made to the Commission.

7.2 Facilitative provisions

7.2.1 Agreement to vary award - general provisions

7.2.1(a) This clause contains facilitative provisions which allow agreement on how specific award provisions are to apply at the workplace or section or sections of it.

7.2.1(b) The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

7.2.1(c) Some of the facilitative provisions allow an agreement between the employer and individual employees. Some of the facilitative provisions require an agreement between the employer and a majority of employees at the workplace or section or sections of it as the case may be.

7.3 Facilitation by individual agreement only

[7.3.1 varied by PR940412 from 01Jun04]

7.3.1 The following clauses may be the subject of facilitative provisions to be utilised by agreement between employer and an employee provided that the agreement complies with 7.3.2 and 7.3.3.

Subject matter	Clause number
Variation to hours for part-time employment	8.8
Make-up time	22
Breaks	23.1 and 23.3
Time off in lieu of payment for overtime	24.5

7.3.2 The agreement reached must be recorded in the time and wage record kept by the employer in accordance with Division 1 of Part 9A of the *Workplace Relations Regulations*.

7.3.3 If the employee is a member of a union bound by the award, the employee may be represented by the union in meeting and conferring with the employer about the implementation of the facilitative provisions.

7.3.4 The union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of a facilitative provision. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements.

7.4 Facilitation by majority or individual agreement

7.4.1 The following clauses may be the subject of facilitative provisions to be utilised upon agreement between the employer and the majority of employees in the workplace or a section or sections of it as the case may be or, between the employer and an individual employee.

7.4.2 In the case of a majority agreement it must comply with 7.4.3. In the case of individual agreement it must comply with 7.4.4.

Subject matter	Clause number
Payment of wages	17
Ordinary hours of work for day workers on weekends	21.2

Variation to spread of hours for day workers	21.3
Methods of arranging ordinary working hours	21.10
Working in excess of five hours without a meal break	23.1.1
Shift work	25.4
Substitution of public holidays	31.4
Time of taking annual leave	26.5

7.4.3 Majority Agreement under 7.4

Where agreement has been reached with the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in 7.4.1 the employer may not implement that agreement unless it complies with 7.3.2, 7.3.3 and where specified 7.6.

7.4.4 Individual Agreement under 7.4

Where no agreement has been sought by the employer with the majority of employees in accordance with 7.4.3, the employer may seek to reach agreement with individual employees in the workplace, and such agreement will be binding on individual employees provided it complies with 7.3.2 and 7.3.3 and provided that the agreement is only with an individual employee or a number of individuals less than the majority in the workplace or a section or sections of it.

7.5 Facilitation by Majority Agreement

[7.5.1 varied by PR940412 from 01Jun04]

7.5.1 The following listed clauses may be the subject of facilitative provisions to be utilised by agreement between the employer and the majority of employees in the workplace or a section or sections of it as the case may be.

Subject matter	Clause number
Breaks	23.2
Shift work	25
Annual close down	26.9

7.5.2 Where agreement has been reached with the majority of employees in the workplace, or a section or sections of it, to implement a facilitative provision in 7.5 that agreement shall be binding on all such employees, provided the requirements of 7.3.2, 7.3.3 and where specified 7.6 have been met.

7.6 Additional Safeguard

7.6.1 An additional safeguard applies to:

Subject matter	Clause number
Payment of wages	17
Shift worker	25

7.6.2 The additional safeguard requires that the unions which are party to the award and which have members employed at an establishment covered by the award shall be informed by the employer of the intention to use the facilitative provision and shall be given a reasonable opportunity to participate in the negotiations regarding its use. Union involvement in this process does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements at the enterprise.

7.7 Majority vote at the initiation of the employer

A vote of employees in the workplace, or a section or sections of it, taken in accordance with 7.4 or 7.5, to determine if there is majority employee support for implementation of a facilitative provision, will be of no effect, unless taken with the agreement of the employer.

7.8 Dispute over facilitation

In the event that a dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure in clause 11 - Procedure to avoid industrial disputation.

7.9 The provisions of clause 16 - Payment by results prevail over clause 7 - Enterprise flexibility to the extent of any inconsistency.

PART 3 - EMPLOYMENT RELATIONSHIP

8. GENERAL PROVISIONS

8.1 An employee may be engaged on full-time, part-time, casual, daily hire or part-time daily hire employment. At the point of an offer of employment, the employer shall inform the employee which category of employment is being offered. The employer and an employee may agree to the transfer of the employee from one category to another..

Notwithstanding anything contained in this Award, if the employer and an employee are unable to agree upon a transfer from one category to another, the employer may require the employee to transfer from:-

8.1.1 full-time to daily hire; or

8.1.2 daily hire to full-time; or

8.1.3 part-time to part-time daily hire; or

8.1.4 part-time daily hire to part-time;

upon giving to the employee 7 days notice of such transfer.

8.2 Employees will perform such work as the employer directs on the days and hours so requested.

8.3 An employer may direct an employee to perform any duties within the employee's skill, competence and knowledge. The employee will follow such directions.

8.4 Notwithstanding anything contained in this award, an employee who has been given, and has accepted, managerial responsibility shall not be subject to the provisions of this award.

8.5 An employee not attending for duty shall, except where otherwise expressly provided, forfeit pay for the actual time of such non-attendance.

8.6 Employment Categories

8.7 Full-time employment

A **full-time employee** is an employee who is engaged to work an average of 38 hours per week.

8.8 Part-time Employment

8.8.1 An employer may employ part-time employees in any classification in this award.

8.8.2 A **part-time employee** is an employee who:

8.8.2(a) works less than the full-time hours of 38 per week; and

8.8.2(b) has reasonably predictable hours of work of not less than four consecutive hours per day; and

8.8.2(c) receives, on a pro rata hourly basis, equivalent pay and conditions to those of full-time employees who do the same work.

8.8.3 The terms of any agreement concerning part-time employment or any variation to it shall be in writing and retained by the employer.

8.8.4 A copy of the agreement and any variation to it shall be provided to the employee by the employer.

8.9 Casual Employment

8.9.1 A **casual employee** is one who is engaged and paid as such. The minimum period of engagement will be four hours each day which may be comprised of hours within or outside the ordinary hours of work otherwise prescribed by this award.

8.9.2 A casual employee may be employed by the day or shift, and their employment will terminate at the end of each day or shift. A casual employee who terminates their employment prior to the end of the ordinary working hours on any day or shift will not be entitled to payment in respect of any time actually worked on that day or shift.

8.9.3 A casual employee will be paid for each hour employed, at the ordinary hourly rate for the classification in which they are employed plus a loading of 20 percent based on that employee's ordinary hourly rate for each hour employed. The loading is in lieu of payment for annual leave, sick leave, public holidays, bereavement leave, special family leave, parental leave and long service leave (whether under any other Federal award or any state legislation).

8.9.4 A casual employee who works overtime shall be paid for such overtime at the appropriate rate defined by 3.6.2 and 3.6.3.

8.9.5 A casual employee employed on shift work shall in addition to the appropriate casual loading be paid the appropriate shift loading based on that employee's ordinary hourly rate.

8.9.6 Casual employees will be notified wherever possible of their starting and finishing times for the period of their engagement at the commencement of their engagement.

8.9.7 A casual adult or junior cleaner employed to clean premises may be employed for not less than two hours per engagement.

8.10 Daily hire or part-time daily hire employment

- 8.10.1** A **daily hire employee** or a **part-time daily hire employee** will be employed by the day or shift or part thereof as the case may be and, without prejudice to the provisions of this award as to payment for award holidays, sick leave and annual leave, employment will terminate at the end of each day or shift on which the employee is employed.
- 8.10.2** A daily hire employee may be required to work no less than 7.6 ordinary hours for each day they are employed in accordance with this award.
- 8.10.3** A part-time daily hire employee may be required to work not less than four consecutive hours for each day they are employed in accordance with this award.
- 8.10.4** Notwithstanding the termination of employment at the end of each day or shift, the engagement of a daily hire employee or a part-time daily hire employee will continue until the engagement is terminated.
- 8.10.5** Such engagement may be terminated by notice on either side as from the end of the ordinary working hours on the day or shift on which it is given, whether the employee is employed on that day or not, or at any later time specified by the notice.
- 8.10.6** An employee who terminates their engagement as from a time prior to the end of the ordinary working hours on any day or shift without having given the prescribed notice will not be entitled to payment in respect of any time actually worked on that day or shift.
- 8.10.7** Such engagement will be deemed to be terminated if the employment of the employee is summarily terminated during any day or shift in accordance with 9.2.
- 8.10.8** In consideration of the rights conferred on daily hire employees or a part-time daily hire employee by this part of this award, a daily hire employee or a part-time daily hire employee will attend and offer for employment at a place specified by the employer at the normal starting time on each ordinary working day unless notified that on a particular day they are not required to attend.
- 8.10.9** A daily hire employee will be remunerated at the daily rate of one-fifth of the award rate per week prescribed by 14.1, for the classification in which they are employed plus a daily hire loading of ten per cent of that daily rate.
- 8.10.10** A part-time daily hire employee will receive, on a pro-rata hourly basis, equivalent pay and conditions to those of daily hire employees who do the same work.

8.11 Trainees

8.11.1 States other than Queensland

Except in the State of Queensland trainees will be employed in accordance with the terms and conditions of the federal award known as the National Training Wage Award 2000 [Print T0813 [N0277]].

8.11.2 The State of Queensland - Trainees

Trainees employed in Queensland shall have wages and conditions prescribed by the Meat Industry Order for Apprentices' and Trainees' Wages and Conditions (B1184 of 1999 of the Queensland Industrial Relations Commission) or such other Order of that Commission in substitution thereof.

8.11.3 The State of Queensland - Apprentices

8.11.3(a) Apprentices indentured in Queensland shall have training conditions prescribed by the Meat Industry Order for Apprentices' and Trainees' Wages and Conditions (B1184 of 1999 of the Queensland Industrial Relations Commission) or such other Order of that Commission in substitution thereof.

8.11.3(b) Federal indentures for apprentices indentured in the State of Queensland shall, for the purposes of administration, be deemed to be Training Agreements in accordance with the provisions of the *Training and Employment Act (Qld.) 2000* or such other Queensland Act made in substitution thereof.

9. NOTICE OF TERMINATION

[9 substituted by PR948993 from 02Jul04]

9.1 Notice of termination by employer

9.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks

Over 5 years of completed service	4 weeks
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9.1.2 In addition to the notice in 9.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

9.1.3 Payment in lieu of the prescribed notice in 9.1.1 and 9.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

9.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

9.1.4(a) the employee's ordinary hours of work (even if not standard hours); and

9.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

9.1.4(c) any other amounts payable under the employee's contract of employment.

9.1.5 The provisions of this clause do not apply:

9.1.5(a) in the case of dismissal for serious misconduct;

9.1.5(b) to apprentices;

9.1.5(c) to employees engaged for a specific period of time or for a specific task or tasks;

9.1.5(d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;

9.1.5(e) to casual employees; or

9.1.5(f) to daily hire employees, except in circumstances where the employer intends to introduce changes to machinery, procedures or other relevant matters likely to affect the employment of daily hire employees.

9.1.6 Continuous service is defined in clause 3.5.

9.2 Notice of termination by an employee

9.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

9.2.2 If an employee fails to give the notice specified in 9.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 9.1.4.

9.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

9.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 10 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

10. REDUNDANCY

[10 substituted by PR948993 from 02Jul04]

10.1 Definitions

10.1.1 Business includes trade, process, business or occupation and includes part of any such business.

10.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

10.1.3 Small employer means an employer who employs fewer than 15 employees.

10.1.4 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

10.1.5 Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

10.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

10.3 Severance pay

10.3.1 Severance pay - other than employees of a small employer

An employee, other than an employee of a small employer as defined in 10.1, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil

1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

Week's pay is defined in 10.1.

10.3.2 Severance pay - employees of a small employer

An employee of a small employer as defined in 10.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

Week's pay is defined in 10.1.

10.3.3 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

10.3.4 Continuity of service shall be calculated in the manner prescribed by clause 3.5. Provided that service prior to 2 July 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 10.3.2.

10.3.5 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the

Redundancy Case Decision [PR032004, 26 March 2004] and the *Redundancy Case Supplementary Decision* [PR062004, 8 June 2004].

10.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 9 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

10.5 Alternative employment

10.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

10.5.2 This provision does not apply in circumstances involving transmission of business as set in 10.7.

10.6 Job search entitlement

10.6.1 During the period of notice of termination given by the employer in accordance with 9.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

10.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

10.6.3 The job search entitlements under this subclause apply in lieu of the provisions of clause 9.3.

10.7 Transmission of business

10.7.1 The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

10.7.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had

with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or

10.7.1(b) Where the employee rejects an offer of employment with the transmittee:

- (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
- (ii) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

10.7.2 The Commission may vary 10.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

10.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks ;
or
- casual employees.

The provisions of this clause do however apply to daily hire employees.

10.9 Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

10.10 Permanent close-downs of Meat Processing Establishments.

10.10.1 Where an employer has made a definite decision to permanently close down a meat processing establishment, as defined, employees of such establishment shall be entitled to all of the provisions of this clause.

10.10.2 In circumstances where a meat processing establishment referred to in 10.10.1 is closed and not re-opened within a period of eight consecutive calendar months from the date of the closure, it shall be deemed to be permanently closed down and the provisions of this clause shall apply.

10.10.3 For the purposes of this sub-clause, a meat processing establishment, shall include parts thereof including but not limited to a chain, rail, section, department, room or sub-room of such meat processing establishment.

11. PROCEDURE TO AVOID INDUSTRIAL DISPUTATION

11.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:

11.1.1 The employee and their supervisor will meet and confer on the matter (this step may be bypassed if thought inappropriate by either party).

11.1.2 If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and a more senior level of management.

11.1.3 If the matter is still not resolved a discussion shall be held between representatives of The National Meat Association or other representative of the employer and the Union or other employee representative.

11.1.4 If the matter cannot be resolved it may be referred to the Commission.

11.2 While the parties attempt to resolve the matter work will continue in accordance with this Award unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

11.3 The provisions of clause 16 - Payment by results prevail over this clause and clause 7 - Enterprise flexibility to the extent of any inconsistency.

12. POSTING OF AWARD

12.1 This award shall be exhibited by each employer on his/her premises in a place accessible to all employees.

12.2 The place where the award is exhibited may also be used to facilitate communication between the employer, employees and/or the union representative.

13. ANTI-DISCRIMINATION

13.1 It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

13.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

13.3 Nothing in this clause is taken to affect:

13.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

13.3.2 junior rates of pay until 22 June 2000 or later date determined by the Commission in accordance with s. 143(1E) of the Act;

13.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

13.3.4 the exemptions in ss. 170CK(3) and (4) of the Act.

PART 4 - WAGES AND RELATED MATTERS

14. CLASSIFICATIONS AND RATES OF PAY

14.1 Weekly wage rates

[14.1 substituted by PR907718 PR920233 PR935552 PR948993; PR960889 ppc 05Aug05]

Employee classification level	Award rate per week
	\$
Level 6	578.20
Level 5	551.60

Level 4	538.30
Level 3	527.00
Level 2	512.20
Level 1	484.40

14.2 The six wage levels have been agreed and set as a result of the minimum rates adjustment process. The levels have been set on the following basis:

14.2.1 Level 6 - 100%

This is the tradesperson rate that will apply only to a slaughterer with tradesperson qualifications or general butcher with tradesperson qualifications.

14.2.2 Level 5 - 95%

This rate will apply to an employee who performs the task of a Class 1 slaughterer as described and defined, a solo slaughterer, bed and cradle slaughterer, boner, grader, skin classer.

14.2.3 Level 4 - 92.3%

This rate will apply to an employee who performs the task/s as described for a Class 2 Slaughterer as described and defined, slicer, an operator of rendering machinery or sawyer.

14.2.4 Level 3 - 90%

This rate will apply to an employee who performs the task/s as described for a Class 3 Slaughterer as described and defined, a boning room trimmer and a boning room employee using a knife for cleaning or preparing meat immediately prior to packing.

14.2.5 Level 2 - 87%

This rate will apply to any other employee other than a Level 1 employee including learner slaughterer.

14.2.6 Level 1 - 81%

This rate will apply to an employee who is new to the industry and who is undergoing on the job training for an initial trial period of at least three months.

14.3 Choosing the appropriate level for each employee

The wage levels in this award have been structured so as to comply with the Minimum Rates Adjustment (MRA) Principles of the Commission. The procedure in classifying employees by employers, as a result of the MRA process, is set out in Appendix A. That Appendix contains Table A - Previous timework classifications and Table B - Previous tally classifications. The implementation is occurring over two stages. For Table A employers it is 1/10/2000 and 1/2/2001. For Table B employers it is the date the award is made in clause 4 - Commencement date of award, and 1/2/2001.

14.4 Junior rates

Juniors may be employed at the following percentage rates of the adult rate of pay for the appropriate classification in which they are employed:

Under 17 years	50 percent
17 to 18 years	60 percent
18 to 19 years	75 percent
19 to 20 years	85 percent.

14.5 Safety Net Review - May 2003

[14.5 inserted by PR907718 ppc 03Aug01; substituted by PR920233 PR935552 PR948993; PR960889 ppc 05Aug05]

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages June 2005* decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

15. MIXED FUNCTIONS

15.1 An employee engaged for two hours or more on any day or shift on duties carrying a higher rate than the ordinary classification will be paid the higher rate for such day or shift, and if for less than two hours of the employee's total time worked on such

day or shift, the employee will be paid for two hours at the rate of the higher classification and the balance of the employee's working time at the rate pertaining to the employee's ordinary classification.

16. PAYMENT BY RESULTS

16.1 Subject to the provisions of this clause an employer may, at the election of the employer, remunerate employees under an incentive payment system (as an alternative to the time work payment system provided in this award).

16.2 An incentive payment system may apply to the whole of a workplace or enterprise covered by this award or a section or sections of such workplace or to specified categories of employees within the workplace and, to the extent of any inconsistency, shall prevail over the timework payment system provided in this award whilst the incentive payment system remains in force.

16.3 The terms and conditions of any incentive payment system and any agreed modification to such system shall:

16.3.1 be fully explained by the employer to all employees working under such system prior to implementation; and

16.3.2 be committed to writing by the employer in a form that enables the operation of the system to be readily understood, and allows employees to monitor accrual of entitlements under the system; and

16.3.3 be made available by the employer in written form to all employees covered by the system, upon request, or to an employee, or to the employee's union if the employee requests.

16.4 The information upon which payments under an incentive system are calculated, and all payments made and other benefits provided to employees under a system, shall be recorded in writing in the time and wages records of the employer kept in accordance with the requirements of Division 1 of Part 9A of the *Workplace Relations Regulations*.

16.5 Subject to this clause, all wages and other entitlements payable to an employee in accordance with an incentive payment system under this clause, shall be payable to the employee as if the terms of the incentive payment system were terms of this award.

16.6 Once implemented, any incentive payment system may only be modified by agreement either between the employer and the majority of employees covered by the system or between the employer and the union. Unless expressly agreed by the employer and a majority of employees no modification to the system shall operate

so as to detract from or reduce accrued or accruing rights in respect of work performed by employees prior to the implementation of the modification. If a modification is proposed by the employer or a majority of employees and not promptly agreed, the following process shall be adopted before any party can exercise its right to terminate the system under 16.10.

16.6.1 The disputed modification shall be communicated to the employer, the union (if the union has one or more members at the establishment) and all employees at the establishment who are intended to be affected by the modification.

16.6.2 A conference shall be convened as soon as practicable between the parties and their representatives (including in the case of a Union member, the Union), to discuss the disputed modification and to seek resolution of the dispute.

16.6.3 If agreement cannot be reached at the conference or any agreed adjournment thereof, or one party does not attend such conference, any party may refer the disputed modification to the Australian Industrial Relations Commission for conciliation purposes only.

16.6.4 If agreement cannot be reached after conciliation under the auspices of the Commission, or if no party has referred the disputed alteration to the Commission under 16.6.3 within seven days of the conference, any party is entitled to elect to give notice of termination of the incentive payment system as provided in 16.10, or continue working in accordance with the existing system.

16.7 Nothing in 16.10 shall affect the right of an employer or a majority of employees to terminate any incentive payment system under 16.10 in cases where no modification of the system is sought.

16.8 Subject to clause 8 - General provisions and clause 18 - Stand-down of employees, the minimum ordinary time earnings for a day or week for employees working in accordance with an incentive payment scheme shall be the award rate of pay prescribed by clause 14 - Classifications and rates of pay for the classification of the employee plus:

16.8.1 for daily hire employees, an incentive loading of 20% of the award classification rate, and a daily-hire loading of 10% of the award classification; or

16.8.2 for casual employees, an incentive loading of 20% of the award classification rate, and a further casual loading of 20% of the award classification rate; or

16.8.3 for all other employees, an incentive loading of 20% of the award classification rate.

- 16.9** Employees working in accordance with an incentive payment system who perform work in overtime hours (as defined in clause 24 - Overtime) or on Saturdays, Sundays or Public Holidays, shall be entitled to minimum payments for all work performed during such times which are no less than the payments to which such employees would be entitled for such time periods worked pursuant to clauses 21 - Hours of work, 24 - Overtime and 31 - Public holidays.
- 16.10** Subject to 16.6, the employer or the majority of the employees covered by any incentive payment system may elect at any time to terminate any such system in force, either in relation to the whole of an establishment or enterprise or any part thereof, upon giving not less than two months notice of their intention to do so.
- 16.11** The Commission may, upon the application of an employer bound by this award, a party to this award, or any employee covered by an incentive payment system made under this award, terminate an incentive payment system forthwith or upon any period of notice determined by the Commission, on the ground that the system is harsh or oppressive or operates in a manner which contravenes the Act.
- 16.12** All payments made to employees working under an incentive payment system for work performed during ordinary hours shall be treated as the ordinary time rate for the purpose of calculating payment for annual leave, sick leave, public holidays and other paid leave under the award. The weekly rate of pay for such purposes shall be calculated by dividing all payments for work performed in ordinary hours over the twelve months preceding the taking of leave, by the number of weeks during which any such work was performed. The daily rate of pay shall be the appropriate pro rata percentage of the weekly rate.
- 16.13** If an employee is a member of the Union, the employee may be represented by the union in meeting and conferring with the employer about the implementation of this clause, and in such case, the Union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of this clause. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed arrangements.
- 16.14** For the purposes of this clause, the following definitions shall apply:
- 16.14.1 Incentive payment system** shall mean a system of payment whereby the rate or quantum of wages is calculated for each day, shift or week by direct reference to the amount of work performed by the employee, either individually or as a member of a team.
- 16.14.2 Timework payment system** shall mean a system of payment whereby the rate or quantum of wages is calculated for each day, shift or week (or part thereof) worked by reference to the time worked by employees, irrespective of the amount of work actually performed during that time, whether or not expected

or predicted levels of production are agreed or specified during such work time.

16.15 Transitional

16.15.1 If, upon the date that this clause comes into effect, an employer elects to maintain in force an incentive payment system that was in force and effect immediately prior to that date, then the employer shall be taken to have elected to implement that system in accordance with 16.1.

16.15.2 If an employer elects to maintain an existing scheme under 16.15.1, the terms of this clause, except 16.3.1, shall apply to that scheme from that date in the same manner as if the scheme was implemented for the first time under this clause.

Note. In respect of the implementation or modification of an incentive payment scheme, the provisions of clause 11 - Procedure to avoid industrial disputation apply in conjunction with this clause. Where there is any inconsistency between clause 11 - Procedure to avoid industrial disputation and this clause, the provisions of this clause shall prevail over clause 11. Further, the provisions of this clause also prevail over clause 7 - Facilitative provisions.

17. PAYMENT OF WAGES

17.1 Wages will be paid on regular basis, weekly or fortnightly or in a manner agreed between the employer and employee. If there is no agreement, payment shall be made on the usual pay day each week or fortnight, on any day Monday to Thursday inclusive.

17.2 Upon termination of employment, wages due to an employee will be paid on the day of such termination or, at the employee's option, forwarded to them by post on the next working day.

18. STAND-DOWN OF EMPLOYEES

18.1 Notwithstanding anything elsewhere contained in this clause, the employer shall have the right to deduct payment for any day on which an employee cannot be usefully employed, because of any strike other than in the meat industry, or through any breakdown of machinery or any stoppage of work in the meat industry by any cause for which the employer cannot reasonably be held responsible, or for any day or part of a day on which an employee cannot be usefully employed because of any strike in the meat industry.

19. ALLOWANCES

19.1 In addition to the rates otherwise set out in this award the following allowances will be paid:

19.2 Leading Hand allowance

[19.2 varied by PR927892 PR948993; PR960889 ppc 05Aug05]

	per week (\$)
Supervising at least three but less than ten employees (including juniors and apprentices)	9.10
Supervising more than ten employees	13.56

19.3 Cold temperatures allowance

[19.3.1 varied by PR927892 PR948993; PR960889 ppc 05Aug05]

19.3.1 Where a person employed under this award is required to work in a temperature artificially reduced below zero degrees Celsius the employee will be paid at the rate set out in the schedule below for every hour or part of an hour for which, in the aggregate, the employee is so required to work:

Temperature range (Celsius scale)	Rate per hour
Below zero but not below -16 degrees	38 cents
Below -16 degrees but not below -18 degrees	66 cents
Below -18 degrees but not below -21 degrees	94 cents
Below -21 degrees	\$1.27

19.3.2 The above rates are not cumulative.

19.4 First Aid Allowance

[19.4 varied by PR927892 PR948993; PR960889 ppc 05Aug05]

An allowance of \$2.20 per day will be paid to an appropriately qualified employee, who acts in lieu of and performs the duties of a full-time first-aid officer or nurse.

19.5 Meal allowance

[19.5 varied by PR927892 ppc 19Feb03]

An employee required to work overtime for one and half hours or more after the rostered finishing time will be paid the sum of \$9.13 meal money.

19.6 Travelling and transfer

Where an employee is temporarily transferred during working hours from one shop or factory to another the employer will pay such employee all reasonable costs of transit and travelling time.

19.7 Clothing Allowance

[19.7 varied by PR927892 ppc 19Feb03]

The employer will pay to the employee an allowance of \$3.60 per week, or 72 cents per day, to compensate an employee required to launder their own outer working clothes. The provisions of this clause do not apply where the employer launders the employee's outer working clothes free of charge.

20. SUPERANNUATION

The following sets out the conditions under which superannuation is to be implemented by the employers bound by this award.

20.1 The fund

For the purpose of this clause, all reference to **the fund** shall mean:

20.1.1 The Australian Meat Industry Superannuation Trust established and governed by a trust deed dated 11 July 1986 as may be amended from time to time and includes any superannuation scheme which may be made in succession thereto.

20.1.2 The Meat Industry Employees' Superannuation Fund established and governed by a trust deed dated 3 April 1981, amended from time to time, and includes any superannuation scheme which may be made in succession thereto.

20.1.3 Such other superannuation scheme established and conforming to the Commonwealth Government's operational standards for occupational superannuation funds as at 1 July 1987 and agreed to by the union as at 3 November 1988 or otherwise approved by the Commission.

20.1.4 Choice of funds

20.1.4(a) Providing each fund set out in 20.1.1 and 20.1.2 remain an approved and complying superannuation fund, each employee upon engagement shall be given information regarding both funds and within one month shall nominate either fund as the fund to which the employer contribution shall be paid.

20.1.4(b) Employees employed as at the date of making of the award, shall be given information regarding both funds set out in 20.1.1 and 20.1.2 and shall within three months nominate either fund as the fund to which the employer contribution shall be paid.

20.1.4(c) The employer shall pay to the Trustees of the fund thus nominated on behalf of each employee who is a member of such approved fund a contribution in accordance with the requirements of this award.

20.1.4(d) A respondent employer shall contribute to the fund in respect of each employee such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992* as amended from time to time.

20.1.4(e) All contributions and employee advice details shall be forwarded monthly to the appropriate fund.

20.1.4(f) All contributions shall be clearly identified on the employee's pay slip.

20.2 Contributions to superannuation

20.2.1 A respondent employer shall contribute to the fund in respect of each employee, whether engaged as full-time, part-time, daily hire, part-time daily hire or casual, an amount equal to 8 per cent of the ordinary time earnings earned by the employee during the ordinary hours of work in any week.

20.2.2 The contribution made on behalf of an employee working under an incentive payment system in accordance with clause 16 - Payment by results shall be no more than the ordinary time earnings set out in 16.8.

20.2.3 Notwithstanding the provisions of the previous two clauses, a casual employee shall not qualify for such contributions until one calendar month after the casual employee has been first engaged and remains in the employment of the employer or continues to seek regular employment as a casual for a period of one month, or has been re-employed after the one month initial period of employment with the employer whereupon the employer shall make on behalf of such employee contributions, as defined herein, from the date of first engagement based on the aggregate ordinary time earnings within the one month period. Provided that payments need not be made on behalf of a casual

employee whose ordinary earnings during the said calendar month do not exceed \$50 in any one week.

20.3 Cessation of contributions

As an employee's eligibility for contributions to the fund to be paid on his or her behalf will cease on the last day of employment with the respondent employer, the respondent employer shall not make any contributions to the fund in respect of any period beyond that last day of employment.

20.4 Contributions to fund

For the purposes of this clause, contributions on behalf of employees shall be made to a single fund defined in 20.1 on the following basis:

20.4.1 The Meat Industry Employees Superannuation Fund is to apply in respect of the contributions on behalf of the employees of those respondents who were, as a result of their agreement with the Australasian Meat Industry Employees Union, making occupational superannuation contributions to the Meat Industry Employees' Superannuation Fund as at 3 November 1988;

20.4.2 The Meat Industry Employees' Superannuation Fund is to apply in respect of the contributions on behalf of the employees at a particular establishment who are eligible to receive occupational superannuation pursuant to this clause where a majority of those employees decide to have the contributions made to the Meat Industry Employees' Superannuation Fund and the employer of those employees consents thereto provided that a once only request for the employer to consider giving consent must be made within six months of 3 November 1988.

20.4.3 A fund which was operative on 3 November 1988 and which conformed to the relevant guidelines established by the Commonwealth Government may also be utilised for the purpose of making contributions as required by this clause.

20.4.4 In all other cases, the relevant contributions are to be made to the Australian Meat Industry Superannuation Trust.

PART 5 - HOURS OF WORK

21. HOURS OF WORK

21.1 The ordinary hours of work are to be an average of 38 per week but not exceeding 152 in 28 days unless otherwise agreed. Not more than ten ordinary hours may be worked in any day.

21.2 The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.

[21.3 varied by PR940412 from 01Jun04]

21.3 The ordinary hours of work are to be worked continuously, except for meal and any rest breaks, at the discretion of the employer between 6.00 a.m. and 8.00 p.m. The spread of hours (i.e. 6.00 a.m. to 8.00 p.m.) may be altered by up to one hour at either end of the spread or by agreement between an employer and the majority of employees concerned or in appropriate circumstances, between the employer and an individual employee.

21.4 Notwithstanding 21.2 and 21.3, the ordinary hours of cleaners may be between the hours of 6.30 a.m. and midnight, or as otherwise agreed.

21.5 Any work performed outside the spread of hours is to be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work may, at the employer's discretion, be regarded as part of the 38 ordinary hours of work.

21.6 Unless otherwise agreed the minimum rate to be paid for a day worker for ordinary time worked between midnight on Friday and midnight on Saturday shall be time and a half.

21.7 Unless otherwise agreed the minimum rate to be paid for a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday shall be double time.

21.9 Ordinary hours - shift workers

21.9.1 The ordinary hours of work for shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.

21.9.2 By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed twelve months.

[21.9.3 varied by PR940412 from 01Jun04]

21.9.3 The ordinary hours of work are to be worked continuously, except for meal and any rest breaks, at the discretion of the employer.

21.9.4 Except at change over of shifts an employee will not be required to work more than one shift in each 24 hours.

21.10 Methods of arranging ordinary working hours

21.10.1 Matters upon which agreement may be reached include:

21.10.1(a) Rosters which specify the starting and finishing times of working hours;

21.10.1(b) A period of notice of a rostered day off which is less than four weeks;

21.10.1(c) substitution of rostered days off;

21.10.1(d) accumulation of rostered days off;

21.10.1(e) arrangements which allow for flexibility in relation to the taking of rostered days off;

21.10.1(f) any arrangements of ordinary hours which exceed ten hours in any day.

21.10.2 By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, twelve hour days or shifts may be introduced subject to:

21.10.2(a) Proper health monitoring procedures being introduced;

21.10.2(b) Suitable roster arrangements being made;

21.10.2(c) Proper supervision being provided;

21.10.2(d) Adequate breaks being provided;

21.10.2(e) An adequate trial or review process being undertaken.

21.11 Daylight Saving

21.11.1 Where by reason of State legislation, summer time is prescribed as being in advance of the standard time in that State the length of any shift:

21.11.1(a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and

21.11.1(b) commencing on or before the time prescribed by such legislation for the termination of a summer time period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant State legislation.

21.11.2 In this subclause the expressions **standard time** and **summer time** shall bear the same meaning as are prescribed by the relevant State legislation.

22. MAKE-UP TIME

22.1 An employee may elect, with the consent of their employer, to work make-up time, under which the employee takes time off in ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

22.2 The employer must record make-up time arrangements in the time and wages records kept pursuant to Division 1 of Part 9A of the *Workplace Relations Regulations 1996*.

23. BREAKS

23.1 Meal Breaks

23.1.1 Subject to 25.6, no employee will work for longer than five hours without a 30 minute unpaid meal break, unless otherwise agreed by the employee.

23.1.2 Subject to 25.6, any employee called upon to work during a meal interval will be paid at overtime rates for that period and overtime rates will continue until a meal break is allowed.

23.2 Rest Breaks

[23.2 inserted by PR940412 from 01Jun04]

23.2.1 Subject to the other parts of this clause, employees whose duties are integral to the operation of a mechanised chain, conveyor, or other similar constantly moving system of production, or a non-mechanised rail system of conveyance, shall be entitled to a rest break of 10 minutes during his or her ordinary hours of work, to be taken in the first half of the day or shift, at a time to be decided by the employer.

For the purposes of this clause, *'employees whose duties are integral to the operation of'* shall mean employees of the following classifications who are engaged to work on or in close connection with the relevant system of production or conveyance, namely -

23.2.1(a) Slaughtering operations - slaughterers, knife-hands, gut-room labourers, tripe-room labourers;

23.2.1(b) Boning operations - boners, slicers, packers (including cryovac operators and scalers, where employed as part of a packing team), pre-trimmers, and employees engaged to push carcasses or sides to or from slaughterers or boners on rail systems.

23.2.2 A rest break taken in accordance with clause 23.2.1 will count as ordinary time worked.

23.2.3 This clause shall not apply to a meat processing establishment unless it employs a total of more than 15 employees referred to in clause 23.2.1.

23.2.4 The employer and the majority of employees in any establishment or section of an establishment may, in relation to the rest break provided in clause 23.2.1, agree to:

23.2.4(a) extend or reduce the length of the rest break; or

23.2.4(b) split the break into different periods, or add further rest breaks; or

23.2.4(c) forego the taking of a rest break or forego payment for all or part of any rest break provided in this clause, or otherwise agreed.

23.2.5 An employee shall not be entitled to a rest break under this clause unless the employee is rostered to work at least a total of four hours on that day or shift.

23.2.6 The Commission may (upon application by an employer) exempt any employer from the operation of this clause in respect of employees whose duties are integral to the operation of a non-mechanised rail system of conveyance, if the Commission is satisfied that the work of those employees is self-paced and that employees are able to take breaks from work without stopping or interrupting the production system in which the employees are engaged.

23.3 Interruption of work

[23.2 renumbered as 23.3 PR940412 from 01Jun04]

[23.2.1 renumbered as 23.3.1 PR940412 from 01Jun04]

23.3.1 If an interruption of work for any cause occurs within twenty minutes of the commencement of a paid break or within twenty minutes of a normal meal break, the employer may direct that the paid break or meal break be taken forthwith. Provided that where there is a breakdown of machinery within one hour of the time of the normal meal, the employer may require employees to have their meal break at an earlier time.

24. OVERTIME

24.1 All time worked outside the ordinary working hours (including shifts) on any day will be deemed to be overtime and will be paid for at time and one half for the first three hours and double time thereafter.

[24.2 substituted by PR957056 ppc 01Apr05]

24.2 Subject to clause 24.2.1 an employer may require an employee to work reasonable overtime at overtime rates as defined, including an employee working to the Payment by Results clause.

24.2.1 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

24.2.1(a) any risk to employee health and safety;

24.2.1(b) the employee's personal circumstances including any family responsibilities;

24.2.1(c) the needs of the workplace or enterprise;

24.2.1(d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

24.2.1(e) any other relevant matter.

24.3 Saturday work

All overtime worked on a Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter.

24.4 Sunday work

All overtime worked on a Sunday shall be paid at double time with a minimum payment of four hours.

24.5 Time off in lieu of payment for overtime

24.5.1 Where an employee with the consent of the employer has accrued entitlement to time off in lieu of overtime, they will be able to use that entitlement for any leave purpose.

24.5.2 Time off in lieu must equate to the overtime rate - that is, if the employee works one hour overtime and elects to take time off in lieu of payment the time off would equal one and a half hours or, where the rate of pay for overtime is double time, two hours.

25. SHIFT WORK

Subject to Clause 7:

25.1 Shifts may be worked on any work covered by this award.

25.2 Transfer of an employee from day work to shift work, or from shift work to day work, will be by agreement between the employer and the employee.

25.3 Shifts may be worked on a one-shift, two-shift or three-shift system.

25.4 For the purposes of this clause:

25.4.1 Afternoon shift means any shift commencing at 2.00 p.m. or after and finishing at or before midnight.

25.4.2 Night shift means any shift finishing subsequent to midnight and at or before 9.00 a.m.

25.4.3 Fixed night shift means a night shift on which an employee is not allowed to rotate so as to give the employee at least one week in each three consecutive weeks on some other shift or shifts.

25.4.4 Day shift in a three-shift system means any shift finishing at or after 2.00 p.m. and at or before 4.00 p.m.

25.5 Shift allowances

25.5.1 An employee on afternoon shift will be paid the ordinary hourly rate for the classification in which the employee is employed under this award, plus 15% thereof.

25.5.2 An employee on night shift will be paid the ordinary hourly rate for the classification in which the employee is employed under this award, plus 25% thereof.

25.5.3 An employee on a fixed night shift will be paid the ordinary hourly rate for the classification in which the employee is employed under this award, plus 30% thereof.

25.5.4 A casual employee employed in shift work will receive the appropriate percentage loading (shift allowance) prescribed in this clause and an additional 20% casual loading (as prescribed by 8.9.3) of the appropriate award rate.

25.6 A shift worker except when engaged on a three-shift system, may either be allowed:

25.6.1 a meal interval of no less than 30 minutes per shift, or

25.6.2 a crib time of 30 minutes after working five hours, which will be counted as time worked and to be taken at a time agreed between the employer and a majority of employees directly concerned.

25.7 Unless otherwise agreed, an individual employee who is required to alter their starting time to enable the management to make provision for replacement will be given at least 24 hours notice of the change.

25.8 Employees engaged on a three-shift system will rotate between shifts unless otherwise agreed between the employer and employees directly concerned.

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

26. ANNUAL LEAVE

[26.1 corrected by PR903343 ppc 01Nov00]

26.1 An employee, other than casual, under this award is entitled to a period of 28 consecutive days leave, including non-working days (i.e. 4 weeks) after each period of 12 months continuous service.

26.2 Shift workers

[26.2 corrected by PR903343 ppc 01Nov00]

In addition to the leave prescribed in 26.1, a seven day shift worker who is regularly rostered to work on Sundays and public holidays will be entitled to an additional seven consecutive days leave including non-working days (i.e. 1 week).

26.3 Public Holidays during leave

Where any public holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if the day had not been a public holiday.

26.4 Where an employee without reasonable excuse (proof of which shall lie with the employee) is absent from employment on their working day immediately prior to the commencement of annual leave, or their working day immediately following the last day of the period of annual leave the employee will not be entitled to payment for any public holidays which fall within the period of annual leave.

26.5 Taking periods of leave

26.5.1 Annual leave will be given and taken in one continuous period unless the employer and the employee agree for it to be taken in more than one period.

26.5.2 At least fourteen days notice will be given to an employee to commence leave, and if the notice is withdrawn by an employer and the employee postpones the leave, the employee will be compensated by the employer for any reasonable monetary losses.

26.5.3 An employee will be granted annual leave to which they become entitled to within three calendar months of the leave becoming due. However, if due to operational requirements, the employer cannot grant the leave, the leave may be postponed to a later date as agreed between the employer and employee.

26.5.4 Single day periods of annual leave

An employee may elect, with the agreement of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

26.5.5 Leave allowed before due date

An employer may allow an employee to take annual leave either wholly or partly in advance before the leave becomes due. In such case, a further period of annual leave will not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part of it had been taken before it accrued.

26.6 Payment for period on annual leave

26.6.1 Unless otherwise agreed, each employee will be paid prior to the commencement of annual leave:

26.6.1(a) their annual leave loading as provided by 26.7;

26.6.1(b) their ordinary time earnings that would have been earned had they not been on leave, provided that the ordinary time earnings for any employee employed under a payment by results scheme shall be as defined by 16.12.

26.6.2 In the event of an employee being engaged four weeks prior to the commencement of leave, or termination of employment, in two or more classifications entitling the employee to different rates of pay, the wages to be paid to the employees will be the average of the weekly wage rates for the classifications in which the employee was engaged.

26.7 Annual leave loading

An employee will receive a loading of 17.5% calculated on the appropriate classification rate of pay. In the case of a shift worker the employee will be paid the greater of the shift allowance or the 17.5 % annual leave loading.

26.7.1 An employee and the employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

26.7.2 No annual leave loading is due for periods of leave paid out for less than one year.

26.8 Payment of annual leave on termination of employment

26.8.1 Where an employee leaves or is terminated by the employer during the course of any qualifying twelve month period the employer shall pay that employee pro-rata wages calculated at the rate of 2.93 hours for each completed week of work. In the case of seven day shift workers, the proportionate payment will be calculated on the basis of 3.66 hours for each completed week of work.

[26.8.2 corrected by PR903343 ppc 01Nov00]

26.8.2 Where employment has been for less than 28 consecutive days, including non-working days, and is terminated, the employer will not be liable to make any payment to the employee.

26.8.3 Where leave has been taken in advance by an employee and the employment of the employee is then terminated, the employer will use the amount already paid to offset any sums which would otherwise be paid under 26.8.1. If the moneys already paid to the employee are still in excess of whatever monies would be payable under 26.8.1, the excess will be deducted from any remuneration payable to the employee upon termination.

26.9 Annual close-down

26.9.1 Where an employer closes down a plant or a section for the purpose of allowing annual leave to all or the bulk of the employees in the plant or sections concerned, the employer should, where possible, give the employees concerned not less than three months notice of its intention to stand down for

the duration of the close-down all employees in the plant or sections concerned.

26.9.2 For those employees who have not qualified for annual leave in accordance with 26.1 and 26.2, paid leave on a proportionate basis at the appropriate rate of wage and loading prescribed by 26.6 will be granted.

26.9.3 An employee who has then qualified for annual leave in accordance with 26.1 and 26.2 and has also completed a further month or more of continuous service will be allowed leave and will also be paid leave on a proportionate basis for the period worked since the close of the employee's last twelve monthly qualifying period.

26.9.4 The next twelve monthly qualifying period for each employee affected by the close-down will commence from the day on which the plant or section concerned is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this clause will be deemed to be time of service in the next twelve monthly qualifying period.

26.9.5 If in the first year of service with an employer an employee is allowed proportionate annual leave under 26.9.2, and subsequently within such year leaves employment or employment is terminated by the employer through no fault of the employee, the employee will be entitled to the benefit of 26.8.1, subject to the adjustment for any proportionate leave which may have been allowed.

26.10 Annual leave will not be cashed out.

27. SICK LEAVE

27.1 For the purpose of this clause, year will mean a calendar year.

27.2 An employee, other than a casual employee, who is absent from work on account of personal illness or on account of injury will be entitled to paid sick leave equivalent to 60.8 hours of working time per year. The leave will accrue at the rate of five hours and four minutes for each completed month of service.

27.3 The employee will not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers compensation.

27.4 The employee shall, where practicable, notify the employer as soon as possible on the first day of absence, of the inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. The employee will continue to advise of any continuation of absence from work.

- 27.5** The employee will prove to the satisfaction of their employer that the employee was unable on account of such illness or injury to attend for duty on the day or days for which leave is claimed.
- 27.6** An employer may by agreement with an employee grant an employee 60.8 hours holiday per year on full pay in lieu of payment for absence through sickness or, if such additional holiday cannot be granted, give 60.8 hours in lieu thereof.
- 27.7** Sick leave not taken will accumulate for a period of no longer than four years from the end of the year in which it occurs.
- 27.8** An employee whose employment is terminated by the employer through no fault of the employee whilst absent on any period of paid sick leave will be entitled to payment for any accrued sick leave up to such time as the employee is fit to again work. The employee will prove to the satisfaction of the employer that the employee was unable on account of illness or injury to attend for duty on the day or days for which accrued sick leave payment is claimed.
- 27.9** Any employee whose services have been terminated by the employer through no fault of the employee, and who reports for and accepts employment when next notified by the employer that work is available, will be entitled to have credited any sick leave which stood to the employee's credit at the time of the termination of the employee's services.
- 27.10** Where an employee is sick or injured on a day they are not due to attend work, the employee will not be entitled to sick pay nor will the employee's sick pay entitlement be reduced as a result of such sickness or injury for that day.

28. BEREAVEMENT LEAVE

[28.1 substituted by PR927892 ppc 19Feb03]

28.1 An employee, other than a casual, will be entitled to a maximum of two days leave without loss of pay on the death within Australia of:

28.1.1(a) a member of the employee's immediate family; or

28.1.1(b) a member of the employee's household.

28.1.2 The term immediate family includes:

28.1.2(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

28.1.2(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee spouse of the employee.

29. SPECIAL FAMILY LEAVE

29.1 The provisions of this clause do not apply to a casual employee.

29.2 Use of sick leave for family leave purposes

[29.2 varied by PR927892 ppc 19Feb03]

An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support will be entitled to use, in accordance with this clause, any accrued sick leave entitlement for absences to provide care and support for such person when they are ill.

29.3 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

29.4 The entitlement to use sick leave in accordance with this clause is subject to:

29.4.1 the employee being responsible for the care of the person concerned; and

29.4.2 the person concerned being either:

- a member of the employee's immediate family; or
- a member of the employee's household.

29.5 The term **immediate family** includes:

29.5.1 a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

29.5.2 a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

29.6 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the

estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

29.7 Unpaid leave for family purpose

The employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

30. PARENTAL LEAVE

30.1 The provisions of this clause do not apply to a casual employee.

30.2 Definition

For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

30.3 Basic entitlement

30.3.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

30.3.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

30.3.2(a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child; and

30.3.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

30.4 Maternity Leave

30.4.1 An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave with:

- 30.4.1(a)** a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- 30.4.1(b)** written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
- 30.4.1(c)** a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 30.4.2** Subject to 30.3.2, or unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 30.4.3** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 30.4.4** Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the pregnancy of an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- 30.4.5** Where leave is granted under clause 30.7.4 during the period of leave, an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 30.4.6** Where an employee has not yet commenced maternity leave, but suffers from an illness related to the pregnancy the employee may be granted paid sick leave to which she is entitled and further unpaid leave which, collectively, shall not exceed the entitlement in clause 30.3.

30.5 Paternity Leave

- 30.5.1** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:
- 30.5.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement:, or states the date on which the birth took place;

30.5.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

30.5.1(c) a statutory declaration stating:

30.5.1(c)(i) he will take that period of paternity leave to become the primary care-giver of the child;

30.5.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

30.5.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

30.6 Adoption leave

30.6.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing their employer such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

30.6.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

30.6.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

30.6.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

30.6.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

30.6.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

30.6.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employees return to work.

30.7 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any

such change to be notified at least four weeks prior to the commencement of the changed arrangements.

30.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

30.9 Transfer to a safe job

30.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

30.9.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave.

30.10 Returning to work after a period of parental leave

30.10.1 An employee will notify the employer of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

30.10.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 30.9, the employee will be entitled to return to the position they held immediately before such transfer.

30.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

30.11 Replacement Employees

30.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

30.11.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

31. PUBLIC HOLIDAYS

31.1 Employees, other than casuals, will be entitled to the following public holidays without loss of pay for ordinary rostered hours.

HOLIDAY	Qld	NSW	Vic	SA	NT
New Year's Day	✓	✓	✓	✓	✓
Australia Day	✓	✓	✓	✓	✓
Good Friday	✓	✓	✓	✓	✓
Easter Monday	✓	✓	✓	✓	✓
Anzac Day	✓	✓	✓	✓	✓
Commemoration Day	-	-	-	✓	-
Sovereign's Birthday	✓	✓	✓	✓	✓
Labor Day	✓	✓	✓	✓	✓
Christmas Day	✓	✓	✓	✓	✓
Boxing Day	✓	✓	✓	-	✓
Melbourne Cup Day (or other agreed day)	-	-	✓	-	-
Union Picnic Day	✓	✓	✓	✓	✓
Exhibition or Show Day	✓	-	-	-	-

31.1.1 Picnic day in each State shall be observed as follows:

31.1.1(a) New South Wales branch of the union (including ACT) - the first Monday in November in each year.

31.1.1(b) Newcastle and Northern branch of the union - the first Monday in November each year.

31.1.1(c) Victorian branch of the union - the third Wednesday in January of each year.

31.1.1(d) South Australian Branch of the union - the first Monday in March of each year.

31.1.1(e) Queensland Branch of the union (including the Northern Territory):

31.1.1(e)(i) employees employed in the cities of Brisbane and Redcliffe and the shires of Pine Rivers, Caboolture, Landsborough, Kilcoy,

Esk, Laidley, Moreton (including the city of Ipswich), Boonah, City of Logan, Beaudesert, Albert (including the city of Gold Coast), Redlands, Maroochy and Noosa - the last Monday in October of each year.

31.1.1(e)(ii) Employees employed elsewhere than those areas in (a) - the first Monday in August of each year.

31.2 Part-time employees

Where a part-time employee's normal ordinary hours fall on a public holiday prescribed herein and the employer does not require the employee to perform work on that day, the employee shall not lose ordinary pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with 31.5.1, 31.5.2 or 16.12, as is appropriate.

31.3 Daily hire and part-time daily hire employees

A daily hire and a part-time daily hire employee shall be paid for a public holiday provided the employee has been required to attend and offer for employment and does not fail to accept work, if offered, without reasonable excuse on their working day before or their working day after the award holiday or, in the case of consecutive public holidays, on the nearest of such working day. Where the employee works on the holiday, such employee shall be paid in accordance with 31.5.1, 31.5.2 or 16.12, as is appropriate.

31.4 Substitution of Public Holidays

An employer, with the agreement of the employee or employees, may substitute another day for any prescribed in this clause in accordance with 7.4.

31.5 Payment for work on public holidays

31.5.1 Employees including casuals who work on:

31.5.1(a) Christmas Day, Anzac Day and Union Picnic Day will be paid at double the ordinary hourly rate for all time worked;

31.5.1(b) Good Friday will be paid for all time worked at the rate of time and a half for the first four hours and double time thereafter based on the ordinary hourly rate; and,

31.5.1(c) any other public holiday will be paid at time and a half for the first two hours and double time thereafter based on the ordinary hourly rate.

31.5.2 The above payments will be in addition to the ordinary weekly, daily or hourly rate of pay as appropriate.

31.5.3 Notwithstanding any other provision of this clause, when an employee agrees to work on a public holiday which is part of their ordinary working week, they will be paid at the rate prescribed by this clause for the particular holiday, or by agreement between the employee and employer they may be paid the appropriate ordinary rate and given equivalent ordinary time off in lieu within 28 days of the holiday occurring unless other arrangements are agreed to.

31.5.4 Where an employee is absent from employment on their working day (or part thereof) before or after a public holiday without reasonable excuse, or without the consent of the employer, the employee will not be entitled to payment for such holiday, provided that an employee will not lose payment for more than one holiday where consecutive public holidays occur.

31.5.5 If any employee other than a casual employee is dismissed within fourteen days before any of the holidays and is re-engaged within fourteen days after any of the holidays, the employee will be deemed to have been dismissed for the purpose of evading payment for such holiday and any payment so evaded will be due and payable to the employee.

31.5.6 Employees who ordinarily receive rostered days off shall not be required to take such rostered days off on a day which is to be observed as a public holiday.

32. LONG SERVICE LEAVE:

[32 inserted by PR928376 ppc 04Mar02]

32.1 An employee to whom this award applies shall be entitled to long service leave with pay in respect of service with an employer as provided in this clause.

32.2 Service entitling to leave:

For the purposes of this clause the service of an employee with an employer means the period during which the employee has been employed by their employer under an unbroken contract of employment; provided that a contract of employment shall be deemed not to have been broken by reason only of an interruption or determination thereof if the interruption or determination:

32.2.1 has been made by the employer with the intention of avoiding any obligation imposed on him by this award or by State law dealing with long service leave;
or

32.2.2 has arisen directly or indirectly from a dispute concerning industrial matters, if the employee returns to duty with the same employer in accordance with the terms of settlement of the said dispute; or

32.2.3 has been made redundant by the employer by reason of slackness of trade (including unavailability of stock for slaughter) if the employee is re-employed by the same employer within six months of such interruption or determination; or

32.2.4 has been made redundant by the employer for any reason other than those referred to in sub-clauses 32.1.2.1, 32.1.2.2 and 32.1.2.3 hereof, if the employee is re-employed by the same employer within two months of such interruption or determination.

Provided further that the period during which the employment has been so interrupted or determined shall not, except when due to the reasons referred to in paragraph 32.1.2.1 hereof, be taken into account in calculating the period of service.

32.3 Where an employee has entered or enters into a contract of employment with an employer within a period of twelve months after the completion of an apprenticeship or traineeship shall be taken into account for the purpose of calculating the period of service with that employer under that contract of employment.

32.4 Any period of service as a member of the naval, military or air forces (other than as a member of the permanent forces) of the Commonwealth of Australia shall be deemed to be service with the employer by whom the employee concerned was last employed before he commenced to serve as such member.

32.5 Transmission of Business

32.5.1 Where a business is, whether before or after the date of operation of this award, transmitted from an employer (in this sub-clause called “the transmittor”) to another employer (in this sub-clause called the “transmittee”) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:-

32.5.2 The continuity of the service of the employee shall be deemed not to have been broken by reason of such transmission.

32.5.3 The period of service which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

32.5.4 In the sub-clause “business” includes trade process business or occupation and includes part of such business, and “transmission” includes transfer

conveyance assignment or succession whether by agreement or by operation of law, and “transmitted” has a corresponding meaning.

32.6 Amount of Leave

The Long service leave to which an employee is entitled shall be as follows:-

32.6.1 in the case of an employee who has completed at least fifteen years of service with an employer;

32.6.1.1 in respect of fifteen years service so completed; thirteen weeks;

32.6.1.2 in respect of each ten years service with the employer completed since he last became entitled to long service leave, eight and two thirds weeks;
and

32.6.1.3 on the termination of the employees’ employment or his death, in respect of the number of years service with the last employer completed since he last became entitled to an amount of long service leave, a proportionate amount on the basis of thirteen weeks for fifteen years service;

32.6.2 in the case of an employee who has completed less than fifteen years service with an employer and whose employment is terminated;

32.6.2.1 by the employer for any cause other than serious and wilful misconduct; or

32.6.2.2 by the employee on account of illness incapacity or domestic or any other pressing necessity where such illness incapacity or necessity is of such nature as to justify such termination; or

32.6.2.3 by death of the employee;

a proportionate amount on the basis of thirteen weeks for fifteen years service.

32.6.3 in the case of an employee who has completed at least ten but less than fifteen years’ service with an employer and whose employment is terminated by the employer, other than as provided in sub-paragraphs 32.6.2.2 and 32.6.2.3, a proportionate amount on the basis of thirteen weeks for fifteen years’ service.

32.6.4 Such leave shall be granted and taken and, except as permitted by this award, payment in lieu thereof shall not be made or accepted.

32.7 Payment for Leave

The rate of payment to which an employee on leave shall be entitled shall be the actual rate of pay to which the employee would be entitled if the employee was performing their ordinary hours of work during the period of such leave, provided however that:-

32.7.1 if the employee was, immediately prior to the taking of such leave, employed wholly or partly under a tally, piecework or incentive scheme under which the amount of the employee's pay was regulated wholly or substantially by the quantum or work performed, then the actual rate of pay shall be the average (calculated on weekly rests) pay actually received by such employee during the 12 months preceding the taking of leave, for all work done, or time spent at the employer's establishment during the ordinary hours of work prescribed for such employee; and

32.7.2 the rate of pay calculated under this clause shall not include overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, protective clothing allowance or any other extraneous payments of a like nature; and

32.7.3 in no case shall the actual rate of pay be less than the minimum timework rate prescribed in this Award for the classification in which the employee is engaged.

32.8 Taking Leave - Time of Taking Leave

32.8.1 When an employee becomes entitled pursuant to this clause to long service leave such leave shall be granted by the employer as soon as practicable having regard to the needs of his establishment, or subject to paragraph 32.8.4 hereof at such time or times as may be agreed between the employer and the employee.

32.8.2 Subject to the provisions of paragraph 32.6.2 an employer shall not be required to grant an employee leave to which he has become entitled pursuant to this clause until the amount of leave to which he has become entitled equals thirteen weeks in respect of his first period of entitlement and eight and two thirds weeks in respect of any subsequent period or entitlement.

32.8.3 Notice to Take Leave

Except where an employee agrees otherwise the employer shall give an employee at least twenty-eight days' notice of the date from which his leave is to be taken;

32.8.4 Broken Leave

Leave shall be granted and taken in one continuous period; or if the employer and the employee so agree, in not more than three separate periods in respect of the first thirteen weeks entitlement, and not more than two separate periods in respect of any subsequent period of entitlement.

32.8.5 Holidays and Annual Leave

Long service leave is exclusive of annual leave but is inclusive of all other holidays occurring during the taking of any period of long service leave.

32.8.6 Restriction Upon Employment While on Leave

No employee shall during any period when he is on leave pursuant to this award engage in any employment for hire or reward with an employer known to him to be bound by this clause. No employer bound by this clause shall employ any such employee for hire or reward during any period when such employee is known by him to be on leave pursuant to this clause.

32.9 Payment on Termination for Leave not taken

32.9.1 Where the employment of an employee is terminated otherwise than by his death and any long service leave -

32.9.1.1 to which the employee was entitled has not been taken or;

32.9.1.2 accrues to the employee upon such termination; then

the employer shall forthwith pay to the employee in full the amount in respect of such leave calculated as at the date of termination in the manner set out in sub-clause 7, less any amount already paid to the employee in respect of that leave;

32.9.2 where an employee dies and any long service leave -

32.9.2.1 to which the employee was entitled has not been taken; or

32.9.2.2 accrues upon termination of the employment by reason of his death;

the employer shall upon request by the employee's personal representative pay to the employee's personal representative in full the amount in respect of such leave calculated as at the date of the death of the employee in the manner set out in sub-clause 32.7 of this clause less any amount already paid to the employee in respect of that leave.

32.10 Granting leave in advance

32.10.1 An employer may be agreement with an employee allow long service leave to such employee before the right thereto has accrued, but where leave is so taken the employee shall not become entitled to any further leave under this award or to payment in lieu thereof for the period in respect of which such leave was taken before it accrued.

32.10.2 Where Leave Has Been Granted To An Employee Pursuant To The Preceding Sub-Clause Before The Right Thereto Has Accrued And The Employment Is Subsequently Terminated The Employer May Deduct From Whatever Remuneration Is Payable Upon The Termination Of The Employment Such Amount As Represents Payment For Any Period From Which The Employee Has Been Granted Leave To Which He Was Not Entitled At The Date Of Termination Of His Employment

ROPING-IN AWARD NO. 1 OF 2002

[Roping-in award No.1 of 2002 inserted by **PR917884** from 20May02; varied by PR921157; PR939857 ppc 09Oct03; PR949017 ppc 09Oct04; PR960888 ppc 09Oct05]

1. TITLE

This award will be known as the Federal Meat Industry (Processing) (G & K O'Connor Pty Ltd - Roping-in No. 1) Award 2002.

2. PARTIES BOUND

This award is binding on -

2.1 G. & K. O'Connor Pty Ltd in respect of all its employees in classifications herein, whether members of the Australasian Meat Industry Employees Union or not; and

2.2 the Australasian Meat Industry Employees Union, its officers and members.

3. APPLICATION

This award shall apply to the employment of all persons who are members or eligible to be members of the Australasian Meat Industry Employees Union at the abattoir operated by G. & K. O'Connor Pty Ltd at Pakenham in Victoria.

4. COMMENCEMENT AND PERIOD OF OPERATION

This award shall come into force from 20 May 2002 and shall continue in force for a period of 2 years from that date.

5. SUCCESSION OR REPLACEMENT OF AWARDS AND AGREEMENTS

This award totally replaces the *Federal Meat Industry (Processing) Award 1996*, the *Federal Meat Industry Award 1981*, the *Victorian Meatworks and By-Products Agreement/Award* and any variations thereto, and the *G. & K. O'Connor Pty. Ltd. and Australasian Meat Industry Employees Union Victorian Meat Processing Agreement 1992*.

6. APPLICATION OF INDUSTRY AWARD

The terms of the *Federal Meat Industry (Processing) Award 2000* as varied from time to time apply to the parties bound by this award as though G. & K. O'Connor Pty Ltd were a named respondent to that award.

7. SAVINGS AND TRANSITIONAL

The terms and conditions set out in Schedule A to this award shall apply to those employees, who were employees at the date of the making of this award, and to whom this award applies by virtue of clause 3 herein.

SCHEDULE A

1. The conditions set out in this schedule shall be provided to the employees to whom this schedule applies. The wage rates set out in clause 2 hereof shall apply in lieu of the rates set out in clause 14.1 of the *Federal Meat Industry (Processing) Award 2000*.

2. Weekly wage rates

2.1 The weekly wage rates shall be:

Employee classification level	Award rate per week	Residual
	\$	\$
Boners (level 5)	551.60	176.40
Slicers (level 4)	538.30	179.80
Slaughterer - class 1 (level 5)	551.60	50.40
Slaughterer - class 2 (level 4)	538.30	63.70
Slaughterer - class 3 Trimmer Employee using knife for cleaning or preparing meat immediately prior to packing (level 3)	527.00	0.00
Labourers - beef slaughtering room (level 2)	512.20	0.00
Labourers - boning room (level 2)	512.20	0.00

2.2 The Residual amounts in clause 2.1 shall be absorbed as against any Safety-Net review increases or other general increases arising from decisions of the Commission.

2.3 Safety Net Review - June 2005

The rates of pay in this award include the arbitrated safety net adjustment payable under the Safety Net Review - Wages June 2005 decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

3. Long service leave

3.1 All employees, other than casual, shall be entitled to Long Service Leave on ordinary pay in respect to continuous employment.

3.2 The amount of such entitlement shall be:

- (a)** On the completion by the employee of fifteen (15) years continuous employment with his or her employer, thirteen (13) weeks Long Service Leave and thereafter an additional four and a third weeks Long Service leave on completion of each addition five (5) years of continuous employment with such employer.
- (b)** In addition, in the case of an employee who has completed more than fifteen (15) years continuous employment with his or her employer and whose employment is terminated otherwise than by the death of the worker, an amount of Long Service Leave equal to one sixtieth of the period of his or her continuous employment since the last accrual of entitlement to Long Service Leave under paragraph (a) of this subclause.
- (c)** In the case of an employee who has completed at least five (5) but less than seven and one half (7.5) years of continuous employment with the employer, and whose employment is terminated by the employer for any cause, other than violence against a staff member or on account of permanent incapacity

arising out of an injury which has occurred in the employ of the employer and which has qualified for compensation under the relevant legislation or by the permanent retirement of the employee on account of age or on account of general illness for which a medical certificate shall be provided to the employer, such amount of Long Service Leave as equals one-sixtieth of the period of his or her continuous employment.

(d) In the case of an employee who has completed at least seven and one half (7.5) years of continuous employment with his or her employer and whose employment is terminated for any cause, such amount of Long Service Leave as equals one-sixtieth of the period of his or her continuous employment.

3.3 If an employee who is entitled to any amount of Long Service Leave dies before or while taking Long Service Leave the employer shall pay to his or her personal representative as sum equal to the amount of ordinary pay that would have been payable to the employee in respect of the period of Long Service Leave not taken by the employee less any amount already paid to the employee in respect of any such leave not taken.

3.4 When an employee who has completed more than fifteen (15) years continuous employment with an employer dies while still in the continuous employment of such employer, his or her employer in addition to any sum payable under clause 3.3, shall thereupon pay to this personal representative in respect of any period (hereinafter called the fractional period) of that continuous employment which is after the last accrual of entitlement to Long Service Leave under clause 3.2 paragraph (a) of this clause, a sum equal to the amount of his or her ordinary pay for the period equalling one-sixtieth of such fractional period.

3.5 Where an employee who has completed at least five (5) years but less than fifteen (15) years of continuous service with an employer dies while still in the employment of such employer, his or her employer shall thereupon pay to his or her personal representative a sum equal to the amount of his or her ordinary pay for a period equalling one-sixtieth of the period of his or her continuous employment.

3.6 Except as provided in this clause, payment shall not be made by an employer to an employee or his or her personal representative in lieu of any Long Service Leave or part thereof to which the employee is entitled under this clause nor shall such payment be accepted by any employee or his or her personal representative.

3.7 Notwithstanding anything in clauses 3.1 and 3.2 for the purpose of determining:

(a) the amount of Long Service Leave or pay in lieu thereof to which an employee or an employee's personal representative is entitled in respect of a period of employment beginning before the commencement of the *Victorian Labour*

and Industry (Long Service Leave) Act 1964 and ending after the said commencement; or

- (b) whether or not an employee is entitled pursuant to paragraph (a) of sub-section (2) of Section (67) of the *Industrial Relations Act 1979* to Long Service Leave in respect of a period of employment so beginning and ending.

So much of that period of employment as was completed before the said commencement shall be reduced by one quarter.

3.8 When an employee becomes entitled to Long Service Leave under this clause such leave shall be granted by the employer as soon as practicable having regard to the needs of his or her establishment, provided that:

- (a) the taking of such leave may be postponed to such date as is mutually agreed or in default of agreement the matter shall be dealt with in accordance with clause 11 - Procedure to avoid industrial disputation, of the *Federal Meat Industry (Processing) Award 2000*.
- (b) In no case shall entitlements to Long Service Leave be lost or in anyway affected by the foregoing provisions of this subclause or by failure or refusal of the employer to grant this leave.

3.9 Notwithstanding anything in the last preceding subclause where the employment of an employee is for any reason terminated before he or she takes any Long Service Leave to which he or she takes any Long Service Leave to which he or she is entitled or where any Long Service Leave accrues to an employee because of the termination of his or her employment the employee shall be deemed to have commenced to take this leave on the date of such termination of employment and he or she shall be entitled to be paid by his or her employer ordinary pay in respect of such leave accordingly.

3.10 If an employer and an employee so agree:

- (a) the first thirteen (13) weeks Long Service Leave to which the employee becomes entitled may be taken in two (2) or three (3) separate periods; and
- (b) any subsequent pay of Long Service Leave to which the employee becomes entitled may be taken in two (2) separate periods - but save as aforesaid, Long Service Leave shall be taken in one (1) period.

3.11 The ordinary pay of an employee on Long Service Leave shall be paid to him or her by the employer when the leave is taken and shall be paid in one of the following ways:

- (a) in full when the employee commences his or her leave; or

(b) at the same time as it would have been paid if any employee was still on duty, in which case, payment shall, if the employee in writing so required, be made by cheque posted to a specified address; or

(c) in any other way agreed between the employer and the employee - and the right to receive ordinary pay in respect of such leave shall accrue accordingly.

3.12 Where any holiday as provided under clause 31 - Public holidays, of the *Federal Meat Industry (Processing) Award 2000* for which the employee is entitled to payment occurred during any period of Long Service Leave taken by the employee under this clause, the period of the leave shall be increased by one day in respect of that holiday.

3.13 Any dispute as to:

(a) whether or when an employee or an employee's personal representative is or her become entitled to Long Service Leave or payment in lieu thereof; or

(b) the rate or ordinary pay of an employee for the purposes of his clause;

shall be determined in accordance with clause 11 - Procedure to avoid industrial disputation, of the *Federal Meat Industry (Processing) Award 2000*.

3.14 For the purposes of Long Service Leave, ordinary pay in relation to any employee means remuneration for the employees' normal weekly hours of work calculated at the ordinary time rate of pay as prescribed at clause 2 of Schedule A and clauses 21 and 25 of the *Federal Meat Industry (Processing) Award 2000*.

3.15 For the purposes of Long Service Leave prescribed by this clause, when a business is, whether before or after the commencement of this Schedule, transmitted from an employer (in the paragraph called the transmittor) to another employer (in this paragraph called the transmittee) and an employee who at the time of such transaction was an employee of the transmittor in that business becomes an employee of the transmittee:

(a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;

(b) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be employed of the employee with the transmittee.

3.16 Where the employment of an employee apprenticed to an employer has whether before or after or after the commencement of the *Victorian (Long Service Leave) Act 1964* been continued by that employer of the apprentice, the period of the

apprenticeship shall be counted as part of the period of continuous employment of that employee with that employer.

3.17 The continuous employment by an employer of an employee who was employed by him or her at the commencement of the *Victorian Labour and Industry (Long Service Leave) Act 1964* shall for the purpose of this clause commence at the actual date (before the commencement of the *Victorian Labour and Industry (Long Service Leave) Act 1964* of such employment, provided that in computing entitlement to Long Service Leave:

- (a) any continuous employment before the commencement of the *Victorian Factories and Shops (Long Service Leave) Act 1953* to the extent to which it is in excess of twenty (20) years shall be disregarded;
- (b) any Long Service Leave (or payment in lieu thereof) granted to the employee in respect of any period of employment which is under this subclause taken into account in computing the employee's entitlement to Long Service Leave under the clause shall be taken into account and be deemed to have been leave taken under this clause.

3.18 No employee shall during any period when he or she is on Long Service Leave engage in any employment for hire or reward.

3.19 No person shall knowingly employ any employee for hire or reward during any period when such worker is on Long Service Leave.

3.20 Any amount due and owing by an employer to an employee or his or her personal representative under this clause shall remain due and owing until paid.

3.21 For the purpose of this clause employment (whether commencing) shall be deemed to be continuous notwithstanding:

- (a) the taking of any Annual Leave or Long Service Leave;
- (b) any absence from work of not more than forty-eight (48) weeks in any year on account of illness or injury;
- (c) any interruption or ending of the employment by the employer of such interruption or ending is made with the intention of avoiding obligation on respect of Long Service Leave;
- (d) any interruption arising directly or indirectly from an industrial dispute;
- (e) the dismissal of an employee if he or she is re-employed within a period not exceeding two (2) months from the date of such dismissal;

- (f) the standing down or dismissal of an employee on account of slackness of trade (and for no other reason) provided the employee is re-employed within twelve (12) months of such dismissal;
- (g) the absence, not exceeding twelve (12) months, associated with the taking of parental leave pursuant to clause 30 - Parental leave, of the *Federal Meat Industry (Processing) Award 2000*;
- (h) any other absence of the employee by leave of the employer.

3.22 In calculating the period of continuous employment of any employee any interruption or absence of a kind mentioned in subparagraphs (a) to (c) of clause 3.21 above shall be counted as part of the period of his or her employment but any interruption or absence of a kind mentioned in subparagraphs (d) to (h) above shall not be counted as part of the period of employment.

4. Sick leave

- 4.1** An employee eligible for sick leave shall accrue sick leave at the rate of 6 2/3 hours for each completed month of service.
- 4.2** Should an employee eligible for sick leave his or her employment for any reason, or be dismissed for reasons other than misconduct, he or she shall be paid for all sick leave that has been accumulated on his or her behalf up to a maximum of 160 hours.
- 4.3** In all other respects the provisions of clause 27 of the *Federal Meat Industry (Processing) Award 2000* shall apply.

5. Superannuation

- 5.1** The employer's minimum contribution for employees engaged as full-time employees is \$45.00 per week.
- 5.2** in all other respects the provisions of clause 20 of the *federal meat industry (processing) award 2000* shall apply.

APPENDIX A - MINIMUM RATES ADJUSTMENT PROCESS (MRA'S)

The wage rates contained in this award have been adjusted in accordance with the Minimum Rates Adjustment Principles of the Commission. This Appendix sets out the process and a guide for employers.

1. Clause 24 of the Federal Meat Industry (Processing) Award 1996 dealt with timework. Appendix 3 of the same award dealt with rates other than timework rates. Appendix 3 no longer applies in the award by decision of the Commission.
2. The Award now prescribes minimum timework wage rates only.
3. Previously, there were ten grades under the time-work provisions of the award. After the MRA process was completed, the number of levels of wage rates has been reduced from ten to six. These levels are found in 14.1, and a description of the skill based tasks for each particular level is set out in 14.2.
4. Having regard to the Minimum Rates Adjustment process, the weekly wage rates attached to each of the classifications has been amended.
5. Table A shows the timework amended levels. Table B shows a reduced number of classifications under the old Appendix 3 (now clause 14 - classifications) and the new levels attached to each classification.
6. Anomalies have been removed and a skill based award structure has been achieved.
7. These new minimum rates of pay apply are outlined in 14.3. During this transitional period employers will need to identify the previous classification from Tables A and B and the new levels attached to the classification.

TABLE A - PREVIOUS TIMEWORK CLASSIFICATIONS

	Divisions	Current Grade	Proposed Level
A	Abattoir		
	Classification		
1	Trade qualified Slaughterman as defined	10	6
2	Carcase Grader	8	5
3	Employees directly connected with slaughterfloor (a) Knocking etc (b) Making tallow, etc (c) Moving cattle, sheep etc up the race	4 3 2	4 4 2
4	Employees indirectly connected with slaughterfloor (a) Cleaning tripes by hand, etc (b) Making tallow, etc (c) Cleaning tripes by machine, etc	4 3 2	2 4 2
5	Skin Classer	7	5
6	Employee separating and/or handling offal at the eviscerating table	2	2

	Divisions	Current Grade	Proposed Level
7	Employee removing head meat	2	2
8	Employee bagging lambs	2	2
9	All other	1	2
B	Carters and Drivers		
	Classification		
1	Driver of motor vehicles - (a) Not exceeding 1.25 tonnes capacity (b) Exceeding 1.25 tonnes but not exceeding 3 tonnes capacity (c) Exceeding 3 tonnes but under 6 tonnes capacity (d) Refrigerated van	2 3 4 5	4 4 4 4
2	Forklift driver	4	4
3	Tractor driver	4	4
4	Auto-truck or tow motor driver Note: (i) For each tonne over 5 tonnes - extra \$1.38 per week (ii) Motor (not being a tractor) drawing trailer - extra 99 cents per day	4	4
C	Boning and/or Pre-packing area, Room or Factory		
	Classification		
1	General butcher (not serving)	8	6
2	Boner	7	5
3	Slicer	6	4
4	Labourer associated with boning and slicing activities	2	2
5	Sawyer	4	4
6	Trimmer	3	3
7	Employee using knives for cleaning or preparing meat immediately prior to packing	3	3
8	Chiller-room hand	2	2
9	Strapping or wiring-machine operator or vacuum-machine operator	2	2
10	Employee wrapping, weighing, pricing, packaging, or packing uncooked meat	1	2
11	Employees operating Whizzard Knives	1	2

12	All others	1	2
D	Clerks and Cashiers		
	Classification		
1	Clerk and/or cashier	3	3
F	Storage, etc Section		
	Classification		
1	All employees other than those covered by any other tasks.	3	2

8. HOURLY AND OVERTIME RATES

For the hourly rate and the hourly overtime rates applicable to the classifications refer to the appropriate rates in clause 24 - Overtime.

9. ALL OTHER CLASSIFICATIONS

The “**all other**” classifications does not include QA employees, company employed meat inspectors or employees permanently employed in medical centres but does include cleaners.

TABLE B - PREVIOUS APPENDIX 3 CLASSIFICATIONS

Indicative task	Classification (now)	New level
Abattoirs, boning and/or prepacking area, room or factory (3.1 to 3.12 inclusive) Tradesman slaughterer general butcher	3.0	6
Grader - Beef, Sheep, Pigs	3.1	5
Skin Classer		
Slaughterer (calves and beef) - Class 1 Sticking (including removing sweetbreads); skin first leg; skin second leg; pocketing silverside; rosetting; flanking; clearing brisket and venting; siding; necking; rumping; backing off; skinning briskets and foreshanks; operating air or conventional knives on hide strippers; operating downward hide-puller; fronting out; sawing down.	3.2	5
Slaughtering (sheep) - Class 1 Stick, first leg (including papering), second leg (including papering and hanging up second leg, cheek, open neck and spear cut, clear neck and forelegs clear briskets, free and tie weasand, splitting down and, Removing trotters, flanking, paunching and		

/or additional task where no restrainer is used, catch, stick and shackle. Slaughter (pigs) - Class 1 Sticking, fronting out		
Slaughterer (beef slaughtering - bed or cradle)		
General slaughterer (general slaughtering)		
Boner		
Calf slaughterman - Solo calf slaughtering	3.3	5
Slicer	3.4	4
Employee lining down, backing down and chopping or sawing down - pigs	3.5	4
Operator of rendering machinery	3.6	4
Indicative task	Classification (now)	New level
Slaughterer (calves and beef) - Class 2 knocking; shackling (chaining and hoisting); pithing; tying weasands (in shackling area); cheeking; skinning heads; removing forefeet including skinning foot and saving sinew; cleaning and dropping rectum gut and bungs; mark or strip tail; remove muzzle piece; remove foreshanks; cut aitch-bone; mark and saw briskets.	3.7	4
Slaughterer (sheep) - Class 2 - No task in this class at present Slaughterer (pigs) - Class 2 - Stunning, gambrelling		
Bench power saw operator (breaking up)	3.8	4
Sawyer		
Slaughterer (calves and beef) - Class 3 Feeding cattle from race into box; tying weasands (not in shackling area); washing anus and pit; rodding weasands; removing horns; removal of forehooves; removing heads by severing spinal cord and placing on table or chain; remove first hind foot; change first leg; remove second hind food; change second leg; pulling tail. Split paddywhack and drop; placing and removing chains on hide stripper and removing tail skin from hide; hide puller; saving sinews from forelegs; push to saw; pull from saw; trimming sides; trimming forces; trimming hinds.	3.9	3
Slaughterer (sheep) - Class 3 Operate restrainer and stun, shackle to fixed hook, gambrel and slide, insert spreader, rod weasands, remove spreader, opening up, clear rectum gut and bladder, strip rectum gut, tie rectum gut,		

trimming		
Slaughterer (pigs) - Class 3 Moving pigs from race to pen, shackling, pushing to scalding, dehairing, tow capping, dropping rectum, shaving, singeing, washing, trimming		
Boning Room Trimmer Employee using knife for cleaning or preparing meat immediately prior to packing		
Any other employee other than a level 1 employee including storage	3.10	2
Employee with less than 3 months experience	3.11	1

APPENDIX B - ACCIDENT PAY, VICTORIA

1. TOTAL INCAPACITY

1.1 Subject to clause 4 - Injury in the case of an employee other than a casual employee who is deemed to be totally incapacitated within the meaning of the Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total weekly amount of compensation paid under Section 9.1(B) of the Act of Victoria; for the week in question and the total 38 hour weekly award rates for a time-worker, or the minimum award tally rates for a pieceworker (inclusive of Leading hand allowance) being paid to such employee at the date of injury giving rise to the said payments of compensation together with or less as the case may be any variation in award rates which would have been applicable to the classification of such employee for the week in question if the employee had been performing normal duties provided further that in making such calculation any payment for overtime earnings, shift allowance, site disability allowances, fares and travelling allowances, penalty-stock payments, bonus, laundry allowance, cold temperature rates, or other like payments payable by the employer will not be taken into account.

2. PARTIAL INCAPACITY

2.1 In the case of an employee other than a casual employee who is or is deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid to the employee pursuant to section 9.1(b)(ii) of the Act of Victoria; for the week in question together with the total amounts the employee is earning or is able to earn in some suitable employment or business as determined expressly or by implication by the Workers' Compensation Commission or body set up under the appropriate State Act for the determination of such questions) or as agreed between the parties and the total 38

hour weekly award rate for a time-worker or the minimum tally rate for a pieceworker (inclusive of Leading Hand Allowance) being paid to such employee at the date of the injury giving rise to the said payments of compensation together with or less as the case may be any variation in award rates which would have been applicable to the classification of such employee for the week in question if the employee had been performing normal duties providing that in making such calculation any payment for overtime earnings, bonus, shift allowance, site disability allowances, fares, travelling allowances, penalty-stock payments, laundry allowance, cold-temperature payments, special rates, or other like payments payable by the employer will not be taken into account.

2.2 The total 38 hour weekly award rate and the minimum tally rate referred to above, will be the same as that applying for the total incapacity provided that where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to Section 9.6(1) of the Act of Victoria; such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

3. PAYMENT FOR PART OF A WEEK

Where an employee receives accident pay and such pay is payable for incapacity for part of a week, the amount will be direct pro-rata.

4. INJURY

Means an injury within the meaning of the Act for which compensation is being paid pursuant to the Act.

5. INCAPACITY

Incapacity will have the same meaning as in the Act.

6. THE ACT

Means the relevant Workers' Compensation Act as amended from time to time of the State of Victoria.

7. QUALIFICATION FOR PAYMENT

7.1 Always subject to the terms of this clause, an employee other than a casual employee covered by this clause will upon receiving payment of compensation and continuing to receive such payment in respect of weekly incapacity within the meaning of the Act be paid accident pay by the employer, who is liable to pay compensation under the Act, which said liability by the employer for accident pay may be discharged by another person on the employers behalf provided that:

- 7.2** Accident pay will only be payable to an employee whilst such employee remains in the employment of the employer by whom the employee was employed at the time of the incapacity, and then only for such period as the employee receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from their employer but such alternative employment is available with another employer, then the relevant amount of accident pay will still payable by the first employer.
- 7.3** Provided further that in the case of termination of an employee, who is incapacitated and receiving accident pay, by the employer, accident pay will continue to apply subject to the provisions of this clause except where the termination is due to serious and/or willful misconduct of the employee.
- 7.4** To qualify for continued payments on termination the employee may be required to provide evidence to the employer of continued compensation payments.
- 7.5** In cases of incapacity commencing during the first month of employment of an employee by an employer, unless such incapacity continues beyond the first month of employment and then, subject to clause 8 - Maximum period of payment and 7.7, will only apply to incapacity occurring after the first month.
- 7.6** In the cases of diseases contracted by gradual process or injuries subject to recurrence, aggravation, or acceleration for which the employer is liable to pay compensation (as 67 provided in Section 3 of the Act of Victoria;) such injuries or diseases will not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of three months and is still employed by the employer under a then subsisting contract of service or apprenticeship.
- 7.7** Accident pay will not apply in respect of any injury for which Workers' Compensation is payable for the first five normal working days of incapacity.
- 7.8** An employee on engagement may be required to declare all Workers' Compensation claims made in the previous five years, and in the event of false or inaccurate information being deliberately and knowingly declared, the employer may require the employee to forfeit entitlement to accident pay under this clause.

8. MAXIMUM PERIOD OF PAYMENT

The maximum period or aggregate of periods of accident pay to be made by an employer will be a total of 26 weeks for any one injury as defined in clause 4 - Injury.

9. ABSENCES ON OTHER PAID LEAVE

An employee will not be entitled to the payment of accident pay in respect of any period

of paid annual leave, or long service leave or for any paid public holiday or any other paid leave in accordance with the appropriate provisions of this award.

10. NOTICE OF INJURY

An employee upon receiving an injury for which the employee claims to be entitled to receive accident pay will give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.

11. MEDICAL EXAMINATIONS

In order to receive entitlement to accident pay, an employee will conform to the requirements of the Act as to medical examination. Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and fitness for work, or specifies work for which the employee is fit, and such work is made available by the employer and refused by the employee, or the employee fails to commence to work, accident pay will cease from the date of such refusal or failure to commence work.

12. REDEMPTION OF WEEKLY PAYMENTS

Where there is redemption of weekly compensation payments under the Act, the employer's liability to pay accident pay will cease as from the date of such redemption.

13. CIVIL DAMAGES CLAIM

13.1 An employee receiving or who has received accident pay will advise the employer of any action the employee may institute or any claim the employee may make for damages. Further, the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict or settlement on that injury.

13.2 Where an employee obtains a verdict for damages or is paid an amount in settlement of any claim for damages in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay will cease from the date of such verdict and/or the date of such settlement; provided that if verdict for damages or settlement is not reduced either in whole or part by the amount of accident pay made by the employer, the employee will pay to the employer any amount of accident pay already received in respect of that injury by which the verdict or settlement has not been so reduced.

13.3 Where an employee obtains a verdict for damages or is paid an amount in settlement of any claim for damages against a person other than the employer in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay will cease from the date of such verdict or the date of such settlement, provided that if the verdict for damages or settlement is not reduced

either in whole or in part by the amount of accident pay made by the employer the employee will pay to the employer any amount of accident pay already received in respect of that injury by which the verdict or settlement has not been so reduced.

14. VARIATIONS IN COMPENSATION RATES

Any changes in compensation rates under the Act will not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

15. DEATH OF AN EMPLOYEE

Entitlements to accident pay will cease on the death of an employee.

APPENDIX C - SAVINGS PROVISIONS FOR NAMED QUEENSLAND MEAT PROCESSING PLANTS

[Appx C inserted by PR910734 from 29Oct01; varied by PR930602 PR948993; PR960889 ppc 05Aug05]

Clause 1

In addition to the matters set out in the body of the Award, the provisions of this Appendix as indicated in the following schedule apply in respect of the particular processing operations of the respondents listed in the schedule to all employees including casuals (where applicable), except where otherwise provided. To the extent of any inconsistency, the provisions in this Appendix shall prevail over any other terms of the Award.

Provision		Processing Plant							
Clause Title	No.	AMH - Beef City & Dinmore	CMG - Lakes Creek & Innisfail	Teys Bros - Beenleigh & Biloela	Kilcoy Pastoral Company - Kilcoy	Oakey Abattoir - Oakey	AMH - Stuart	AMH - Rockhampton	Thomas Borthwick - Mackay
Mixed Functions	1	✓	✓	✓	✓	✓	✓	✓	✓
Special Rates - Skinning Slinks	2.1	✓	✓	✓	✓	✓	✓	✓	✓
Special Rates - Rendering	2.2	✓	✓	✓	✓	✓			

Special Rates - Meal Allowance	2.3	✓	✓	✓	✓	✓			
Special Rates - Dog Allowance	2.4	✓	✓	✓	✓	✓			
Special Rates - Leading Hand Allowances	2.5						✓	✓	✓
Hours of Work - Cleaners	3	✓	✓	✓	✓	✓			
Overtime	4	✓	✓	✓	✓	✓	✓	✓	✓
Public Holidays - Substituted & Additional Days	5.1 & 5.2	✓	✓	✓	✓	✓	✓	✓	✓
Public Holidays - Rate when worked	5.3	✓	✓	✓	✓	✓			
Public Holidays - Entitlement to Payment	5.4 & 5.5						✓	✓	✓
Annual Close Down	6.1	✓	✓	✓	✓	✓			
Annual Close Down - AMH, Stuart & Rockhampton	6.2						✓	✓	
Granting of Annual Leave	6.3						✓	✓	✓
Christmas Period Close	7	✓	✓	✓	✓	✓		✓	

Down									
Rest Breaks	8	✓	✓	✓	✓	✓	✓	✓	✓
Sick Leave - Entitlements	9.1 & 9.2	✓	✓	✓	✓	✓	✓	✓	✓
Sick Leave - Qualifying Service	9.3						✓	✓	✓
Jury Service	10	✓	✓	✓	✓	✓	✓	✓	✓
Long Service Leave - Pro rata entitlement	11.1	✓	✓	✓	✓	✓			
Long Service Leave - Pro rata entitlement	11.2						✓	✓	✓
Suspension	12						✓	✓	✓
Stand Down	13						✓	✓	✓
Juniors - Percentage of adult rates	14.1						✓	✓	✓
Juniors - Certain restrictions	14.2	✓	✓	✓	✓	✓	✓	✓	✓
Juniors - Lifting Limitations	14.3	✓	✓	✓	✓	✓			
Hard Meat Disputes	15						✓	✓	✓
Performance of Work	16						✓	✓	✓
Seasonal Allowance - AMH, Stuart & Rockhampton	17						✓	✓	

Intermittency Allowance - Thomas Borthwick, Mackay	18								✓
Minimum Payment - 4 Day Guarantee - Thomas Borthwick, Mackay	19								✓
Shift Work - Night Shift Allowance	20.1						✓	✓	
Shift Work - Morning Shift	20.2						✓	✓	✓
Knives and Tools of Trade	21.1 - 21.3	✓	✓	✓	✓	✓	✓	✓	✓
Knives and Tools of Trade	21.4	✓	✓	✓	✓	✓			
Learners	22	✓	✓	✓	✓	✓	✓	✓	✓
Clothing and Laundry	23	✓	✓	✓	✓	✓	✓	✓	✓
Horse and Equipment	24	✓	✓	✓	✓	✓	✓	✓	✓

1 Mixed Functions

The provisions of clause 15 of the award will apply with the exception that the time to be worked to determine the period of payment will be one hour in lieu of two.

2. Special Rates

[Appx C:2 varied by PR948993; PR960889 ppc 05Aug05]

2.1 Skinning Slinks - An employee who is required to perform the task of saving foetal calf serum and/or skinning slinks shall be paid an allowance of 82 cents for each hour or part thereof he is engaged on either or both of such tasks.

2.2 Rendering Section Allowance - Employees who are working in the rendering section of a meatworks and who are directly associated with and involved with certain objectionable procedures in that section shall be paid an allowance of 5% on their particular classification rate.

2.3 Meal Allowance - Where an employee is notified he will be called upon to work overtime for one and a half hours or more on a day subsequent to the day on which the notice is given and such notice is cancelled on the day on which such overtime was to be worked, he shall be paid meal money as prescribed by subclause 19.5 of the award.

2.4 Dog Allowance - An employee who is required by the employer to use dogs for the purpose of penning up, or droving and yarding sheep, or who is directed by the employer to use dogs for penning up or yarding cattle shall receive an allowance at the rate of \$17.74 per week (irrespective of the number of dogs used) and in addition shall be supplied with a muzzle (which shall remain the property of the employer) and with 1 kg. of meat per day for each dog housed on the employer's premises with the employer's approval

2.5 Leading Hand Allowances

Employees in charge of -

not more than ten employees	\$10.69 per week
more than ten and not more than 20 employees	\$18.54 per week
more than 20 employees	\$26.61 per week

3. Hours of Work - Cleaners

3.1 Employees employed as cleaners in a pre-packing area, room or factory may be worked between 6.00 a.m. and midnight.

Such employees shall be paid at the following rates:

3.1.1 Where the work commences not later than 8.30 a.m. and finishes not later than 5.30 p.m at the daily rate of classification Level 1.

3.1.2 Where the work commences after 8.30 a.m. and before 12.00 noon at the daily rate of classification Level 1 with the addition of 5 per cent.

3.1.3 Where the work commences at 12.00 noon or later and finishes at or before midnight at the daily rate of classification Level 1 plus 12-1/2 per cent.

3.1.4 In the case of junior employees the appropriate junior rate shall be substituted for the Level 1 classification rate in addition to the relevant per cent loading.

4. Overtime

4.1 In clause 24.1 of the award two hours will apply in lieu of three for the purpose of determining the overtime rate.

4.2 An employee who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he or she has not had at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of his or her employer an employee resumes or continues work without having such consecutive hours off duty, he or she shall be paid double time until he or she is released from duty for such period, and he or she shall then be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if six hours were substituted for eight hours when overtime is worked:

4.2.1 for the purposes of changing shift rosters; or

4.2.2 where a shift worker does not report for duty; or

4.2.3 where a shift is worked by arrangement between the employees themselves.

Provided that where an employee is required to work a double shift, such employee shall be entitled to an eight hour break after the second or subsequent double shift is worked.

5. Public Holidays

5.1 Where in the State or locality within the State an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or a locality thereof, other than by those covered by federal awards, or when such a proclaimed or gazetted day is, by any

required judicial or administrative order, to be observed then such day shall be deemed to be a holiday for the purposes of this agreement-award, for employees covered by this agreement-award, who are employed in the State or locality in respect of which the holiday has been proclaimed or ordered as required.

5.2 Where in the State or locality within the State another day is provided by legislation or is proclaimed or gazetted by authority of the Commonwealth Government or State Government in substitution for a holiday mentioned in this clause, and such other day is to be observed generally as a holiday by persons throughout the State or locality thereof, other than by those covered by federal awards, then such day shall be deemed to be a holiday for the purposes of this agreement-award and employees covered by this agreement-award who are employed in the State or locality in respect of which the holiday has been provided, proclaimed or gazetted shall be entitled to such holiday. Provided that in the event of a substitute day being provided by legislation or proclaimed or gazetted as aforesaid, the day on which the holiday would have in fact fallen shall not be deemed to be a holiday for any purpose of this agreement-award.

5.3 For any work performed on a holiday double time shall be paid.

5.4 Payment for an award holiday shall not be made in the circumstances set out in the following subparagraphs:

5.4.1 where an employee who has been called on to work on the award holiday fails to work on such award holiday, except under circumstances which would have entitled him to receive paid sick leave if the day had not been an award holiday

5.4.2 where an employee is entitled to receive workers compensation in respect of the award holiday;

5.4.3 where an employee fails without leave or reasonable excuse to attend and offer for employment (unless notified by the employer that the employee is not required so to do) or fails without reasonable excuse to accept employment (if offered such employment) on the working day before or the working day after the award holiday (or in the case of a consecutive award holiday on the nearest of such working days);

5.4.4 where an employee fails without leave or reasonable excuse to attend and offer for employment (unless notified by the employer that the employee is not required so to do) or fails without reasonable excuse to accept employment (if offered such employment) on any of the five working days immediately before the award holiday (or in the case of a consecutive award holiday the nearest of such five working days);

5.4.5 in the case of an employee who was not employed on the working day before and the working day after such award holiday, where other employees in the employees' department lost their right to payment for the holiday by reason of a collective absence during the whole or any part of such day or days;

5.5 An employee who works as required in accordance with this award on any award holiday shall be paid as follows:

5.5.1 He shall receive an amount calculated in accordance with the award;

5.5.2 For all work performed on the award holiday (other than work performed in the circumstances provided in paragraph 5.5.3 of this subclause) the employee shall also receive payment for the time actually worked at the ordinary rate, plus 50 per cent of that rate, which would have been applicable if the day had not been an award holiday.

5.5.3 For all work performed on an award holiday, outside or in excess of the ordinary hours of work prescribed by this award for the day of the week on which the holiday falls he shall receive 2-1/2 times the ordinary rate.

Provided that the total of the amounts paid under paragraph 5.5.1 and on the basis of ordinary rate under paragraph 5.5.2 shall be not less than two-and-a-half times the amount paid on the basis of ordinary rate under paragraph 5.5.2.

6. Annual Leave

6.1 Annual Close Down

In clause 26.9.1 of the award, the minimum period of notice will be eight weeks in lieu of three months.

6.2 Annual Close Down - AMH, Stuart & Rockhampton

6.2.1 In clause 26.9.1 of the award, the minimum period of notice will be one month in lieu of three months.

6.2.2 Any period during which an employee is stood off under this clause in excess of the period of annual leave to which he is entitled shall be deemed to be leave without pay granted by the employer.

6.3 Granting of Annual Leave

In clause 26.5.3 of the award six calendar months will apply in lieu of three for the purpose of granting annual leave.

7. Christmas Period Close Down

7.1 Where the engagement of an employee is terminated by the employer during the Christmas period close down in any year, the period of time which is represented by the amount of annual leave or pro rata annual leave, paid at the time of termination, shall be deemed to be service for all purposes of the Award.

For the purpose of this subclause the period of time shall be calculated at .0833 days accrual for each completed day of service including days of authorised paid leave (including any absence from work of not more than 20 days for which an employee is paid workers compensation), paid during the qualifying period.

7.2 The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant is re-opened for work. Provided that the service as calculated in accordance with 7.1 hereof shall be deemed to be service for the next twelve monthly qualifying period.

7.3 An employee terminated at the time of closure who renews or resumes his engagement and/or employment immediately the plant or section or sections concerned re-opens (or at such later date as may be agreed upon between the employer and any individual employee) shall, if the employee qualifies for payment, be paid for such Award holiday/s that fall during the period of deemed service as calculated in 7.1 hereof, provided that the public holiday was observed on a day on which the employees would have otherwise been required to work in accordance with his or her roster.

For the purpose of this subclause the working day before shall mean the last working day the employer required the employee to attend, offer and accept work prior to the close down and the working day after shall mean the first day in which the employee has been notified that he is required to attend, offer and accept work in accordance with the employers requirements when the plant re-opens.

7.4 The employer shall where it is practical and reasonable to do so give to all employees concerned not less than 8 weeks notice of the intention to close any particular plant.

7.5 A plant or section or sections thereof shall be deemed to be temporarily closed where a re-opening occurs within eight months of the closure date of such plant or section.

8. Rest Breaks

8.1 Unless otherwise agreed between the employer and the employee or the majority of the employees concerned two fifteen minute rest breaks shall be allowed to each employee during his ordinary hours of work on any day at a time decided by the employer.

8.2 An employee working overtime shall be allowed a rest break of fifteen minutes after each 2 hours of overtime actually worked, provided that:

8.2.1 he shall not be entitled to such rest break unless he will be required to work for not less than one additional hour more, and,

8.2.2 he shall not be entitled to a rest break within 2 hours of a meal break.

8.3 A shift worker who is allowed paid crib time in lieu of meal-breaks shall not be entitled to rest breaks as provided herein.

9. Sick Leave

9.1 An employee with less than four years' continuous service with the employer shall become entitled to receive credit of 5.06 hour's sick leave for each completed month of service; and an employee with more than four years' continuous service with the employer shall become entitled to receive credit of 6.33 hour's sick leave for each completed month of service.

For the purpose of this paragraph "continuous service" shall be defined as the period during which the employee has served his or her employer under an unbroken contract of employment; provided that a contract of employment shall be deemed not to have been broken by reason of any interruption of work if the interruption has been directly or indirectly the result of an industrial dispute over an industrial matter between the parties. Provided further that such time lost shall not be counted as service for the purpose of accrual.

9.2 An employer may by agreement with any employee, in lieu of payment for absence through sickness pay an employee going on annual leave his annual entitlement to sick leave. The employer shall pay to the employee upon termination, the remaining portion of any unused sick leave credits.

9.3 Qualifying Service

9.3.1 For the purpose of this clause a "month of service" or a month's service shall mean a month during which the engagement of an employee continues, with the addition thereto of one day for each ordinary working day on which the employee is absent (subject to paragraph 9.3.3 of this subclause) during such month or during any period added thereto under this subclause.

Working days on which an Employee is not required to offer and attend for employment for reasons other than through misconduct of employees shall be included in the calculation of "month of service".

9.3.2 For the purpose of this subclause an employee shall be deemed to have been absent (subject to paragraph 9.3.3 of this subclause) if he has been required by or in accordance with this award to attend and offer himself for work and has failed to do so.

9.3.3 No day or days shall be added under paragraph 9.3.1 of this subclause in the circumstances where an employee is entitled to be absent by reason of:

- (A) an award holiday; or his annual holidays; or his long service leave;
- (B) jury service;
- (C) compassionate leave for which payment is made under clause 21
Compassionate Leave of this award;
- (D) sick leave for which the employee is entitled to payment under this clause;

or is absent by reason of personal illness or injury by accident for which the employee is not entitled to payment under this clause, provided the employee otherwise qualifies for payment of sick leave, and to the extent that such absence does not exceed ten days in each twelve months of completed service.

9.3.4 No period of employment as a casual employee shall count as service.

10. Jury Service

10.1 If an employee, other than a casual employee, is required on any day or days to attend at Court in compliance with a summons to appear as a juror he shall for each ordinary working day on which he so attends be granted leave by his employer for that day and be paid an amount equal to the difference between the fee to which he is entitled for attending on such day and the amount of ordinary pay to which he would have been entitled under this agreement had he worked on that day provided:

10.1.1 that he notified his employer that he has received such summons and produces it to his employer on the first working day after receiving same;

10.1.2 that he qualifies for a jury fee on that day, and;

10.1.3 that he attends for work and works as required on the working day before and the working day after the day or days on which he is required to attend and attends for jury service as aforesaid.

10.2 In the case of a shift worker, “day” for the purpose of this clause shall include any shift commencing on that day for which the employee is rostered to work.

10.3 For the purpose of this clause the qualifications for entitlement to payment for an award holiday as provided by the award and this appendix as applicable shall apply.

10.4 In the event that a juror's fee is calculated by reference to an award entitlement the employer's obligation under this clause shall be deemed to have terminated.

11. Long Service Leave

11.1 An employee who has completed at least eight years but less than ten years' service with an employer and whose employment is terminated:

11.1.1 by the employer for any cause other than serious or wilful misconduct; or

11.1.2 by the employee on account of illness, incapacity or domestic or any other pressing necessity where such illness, incapacity or necessity is of such nature as to justify such termination; or

11.1.3 by the death of the employee,

a proportionate amount on the basis of thirteen weeks for fifteen years' service is payable.

11.2 AMH Stuart and Rockhampton, and Thomas Borthwick

11.2.1 The long service leave provisions of the Industrial Relations Act 1999 (Qld) will apply with the exception that the minimum period of continuous service required to qualify for pro rata leave will be five years where an employee's employment is terminated:

(A) by the employer for any cause other than serious and wilful misconduct (or in the case of AMH Rockhampton, serious or wilful misconduct); or

(B) or by the employee on account of permanent incapacity arising out of an injury which has occurred in the employ of the employer and which has qualified for workers' compensation, or by the permanent retirement of the employee on account of illness; or

(C) by the death of the employee

In such cases a proportionate amount on the basis of thirteen weeks for fifteen years' service is payable.

11.2.2 Termination by the employer refers to a permanent termination and does not refer to a seasonal termination.

11.2.3 Where an entitlement to long service leave accrues the employer shall give an employee at least one month's notice of a requirement to take such leave. The employer shall give and the employee shall take such leave as soon as is practicable having regard to the needs of the employer's establishment, or where an employer and the employee agree that the taking of the leave be postponed until an agreed date then as from that date.

12. Suspension of employees

12.1 In lieu of dismissing an employee the employer may suspend an employee for a period not exceeding 10 working days. In such cases the wages shall be paid up to the time of suspension.

12.2 In the case of the suspension of an employee under subclause 12.1, if the employee or a Representative of the employee informs the employer that it is proposed to bring the dispute before the Commission the suspension shall not take effect for two working days. If during such two working days the employee or the Representative applies to the Commission for determination of the dispute concerning the suspension, then the suspension shall not take effect until the Commission determines the matter. This shall not apply in a case where the employee is suspended on the ground that the employee is not in a reasonably fit state to perform the employee's work, or for a refusal to obey an instruction of a foreman/supervisor or other person in authority and the continuance of such refusal would lead to a hold-up of work in the employee's department or another department or hinder or prevent the satisfactory performance of work and the employee will not undertake to obey the instruction pending the hearing by the Commission. In such cases the suspension may take effect forthwith.

12.3 The Commission may, on the application of the employee or a Representative made within 14 (fourteen) days of the notification of a suspension to an employee, confirm or set aside a suspension or vary the period of suspension. In any case where the suspension has taken effect before the hearing the Commission it may, if it sets aside or reduces the period of the suspension, order payment of a sum not exceeding the wages which the employee would have earned if the employee had not been suspended during the period of suspension, or during the period by which the suspension is reduced, as the case may be.

12.4 No period during which a stoppage takes place over a suspension shall count as part of the period of suspension.

12.5 For the purposes of this Clause an instruction may be given to employees who are not at their normal places of work and have congregated at a meeting or at a place, by conveying it to the Works Representative if that person is present at the works or, if not present at the Works, to the delegate of the employees concerned and in such case the instruction shall be deemed to have been given to each employee who is at

the meeting or place after the expiration of such time as is reasonably necessary for the Representative or delegate to convey it to the employee.

12.6 Nothing in this Clause shall be construed as expressly or impliedly affecting or limiting the employer's right to dismiss any employee.

13. Stand Down

An employer shall have the right to deduct payment for any part of a day during which an employee (including a casual employee) cannot be usefully employed (proof of which fact shall lie on the employer) because of a strike in the meat industry or by reason or circumstances brought about by the misconduct of employees of the employer (not being employees on his salaried staff).

14. Juniors

14.1 A junior employed in any classification in the award shall be paid the following percentage of the rate prescribed by this award for the classification in which they are employed.

	<u>Per cent</u>
Under 17 years of age	60
16 - 17 years of age	75
17 - 18 years of age	85
18 - 19 years of age	95
20 years of age and over	100

This clause shall not apply in the case of apprentices or trainees engaged pursuant to clause 8.11 of the Award.

14.2 A junior, 18 years of age or over, may be employed under any classification in the Award and provided the junior is able and willing to perform the full range of work covered by the classification, shall be paid the adult rate for such classification. Provided that no junior under the age of 16 years may be employed on a slaughter floor.

14.3 No junior shall be allowed or required to lift or carry by hand a greater weight than as specified hereunder:

Males -	Under 16 years of age	13.5 kg
	16 but under 18 years of age	18 kg

Females -	Under 16 years of age	9 kg
	16 but under 18 years of age	11.25 kg

15. Hard Meat Disputes

15.1 Any dispute about "hard meat", i.e. the suitability of meat for boning, shall be dealt with in accordance with procedures agreed on at each Works, based on the following principles:

15.1.1 Meat shall be inspected prior to entering the boning room.

15.1.2 Any meat the condition of which is open to question shall be referred for a decision of a representative of the Union and a representative of the Union and a representative of the employer appointed for the purpose.

15.1.3 If the two representatives are unable to agree, they shall refer the matter to a referee who shall be agreed on at each Works between the employees and the employer.

15.1.4 The decision of the referee shall be final; and no employee shall be required to bone meat which is found by the referee to be in a condition which is unsuitable for boning, and no employee shall refuse to bone meat which is found by the referee to be in a condition suitable for boning.

16. Performance of Work

16.1 All work shall be performed to a standard of workmanship satisfactory to the employer.

16.2 No employee shall cease work without the permission of the employer before the finishing time fixed for him in accordance with the provisions of this award, or before the completion of any overtime lawfully required to be worked pursuant to this award.

16.3 In the event of employees ceasing work without the permission of the employer, whether during the ordinary hours of work or during overtime, they shall first complete the processing of products which may deteriorate, the safe storing of all perishable goods and products, and the normal cleaning up of the department or section. In the event of failure to do so, each employee concerned shall be guilty of a breach of is award, and in addition to any other liability which he may incur, shall forfeit all moneys earned in the last hour actually worked. Nothing in this subclause shall be deemed to make lawful any such cessation of work, or to limit in any way any other right which an employer may have against any employee or the Union.

17. Seasonal Allowance - Stuart & Rockhampton

17.1 This clause shall apply to employees, whether adult or junior, provided that this clause shall not apply to an employee during his or her first year of employment.

17.2 Where the employer, through no fault of the employees, terminates the engagement of employees who had been seasonally retrenched from the plant at the close of the season in the previous year, and the employees have been employed by the employer for less than 180 days and/or shifts in the calendar year from 1 January to 31 December inclusive, the employer shall pay to the employees, in addition to all other monies to which they are entitled, a Seasonal Allowance in accordance with this clause.

17.3 In calculating the number of days or shifts on which an employee has been employed, there shall be included:

17.3.1 all days or shifts on which the employee actually worked;

17.3.2 all award holidays which fell on any day, Monday to Friday, during the period of the employee’s engagement and on which the employee did not work;

17.3.3 all days or shifts on which the employee was absent on Workers’ Compensation, annual leave, sick leave, long service leave, or any other leave granted by the employer;

17.3.4 all days or shifts on which the employee was required by or under this award to attend and offer him/herself for and/or accept employment but failed to do so;

17.3.5 in the case of an employee who has been suspended, or has been re-engaged after his employment has been terminated, otherwise than by the employer through no fault of the employee, all ordinary working days and award holidays on any day, Monday to Friday, which fell while the employee was suspended or between the termination of his/her employment and his/her re-engagement.

17.4 The Seasonal Allowance payable under this clause shall, if the employee concerned has accepted employment, when required, at the commencement of the current season, will be at the employee’s ordinary rate of pay, paid or payable the employee by the employer in respect of the period terminated as a result of the seasonal closure of the plant in the calendar year as follows:

AMH, Stuart		AMH, Rockhampton	
Up to and including 160 days	7%	Up to and including 149 days	7%
161 days and up to	5%	150 days up to and	5%

180 days		including 164 days	
		165 days up to and including 179 days	3%
		180 days and over	nil

18. Intermittency Allowance - Thomas Borthwick, Mackay

18.1.1 All employees at Mackay are eligible for payment under this provision with the exception of those in their first "calendar year" of employment.

18.1.2 To be eligible an employee must have been employed, retrenched during his first "calendar year" and returned for work when required, thus having fulfilled the seniority provisions under this award/agreement.

18.1.3 Calculation for eligibility will be carried out on 31st December each year. Payment will be made on that date.

18.2.1 Those eligible will be employees whose earnings have not exceeded 52 times the classification rate in the 12 months preceding the date of calculation. (1st January to 31st December).

18.2.2 By "preceding 12 month period" is meant twelve calendar months prior to the actual date of payment.

18.2.3 By "classification rate" is meant the award classification rate at time of payment.

18.3 In calculating the number of day/shifts on which an employee has been employed and for which the ordinary earnings will be counted to assess eligibility for payment will be included:-

18.3.1 All days or shifts on which the employee actually worked;

18.3.2 All award holidays which fell on any day Monday to Friday during the period of his engagement and on which he did not work;

18.3.3 All days or shifts on which the employee was absent on worker's compensation, annual leave, sick leave, long service leave, or any other leave granted by the employer;

18.3.4 All days or shifts on which the employee was required by or under this award to attend, offer himself for and/or accept employment but failed so to do;

18.3.5 In the case of an employee who has been suspended, or has been re-engaged after his employment has been terminated otherwise than by the employer through

no fault of the employee, all ordinary working days, and award holidays on any day Monday to Friday, which fell while the employee was suspended or between the termination of his employment and his re-engagement.

18.3.6 Also included are ordinary earnings for days of "off seasonal" work and days of payments made for workers' compensation during the "off season" period.

18.4 The formula used for payment is 20% of the earnings within the relevant 12 month period (consisting of ordinary earnings both seasonal and off seasonal, workers compensation payments both seasonal and off seasonal) multiplied by the remaining weeks in the 12 month period divided by 52.

18.5 There is no minimum period for eligibility.

19. Minimum Payment - 4 Day Guarantee - Thomas Borthwick, Mackay

19.1 An employee who attends, offers and accepts work in accordance with the provisions of this award during the whole of any pay week and has not had payment deducted during that week for any day or part of any day in accordance with the provisions of Clause 18 or the award or Clauses 12 or 13 of this Appendix, shall be paid four times the employee's award classification rate or the total amount of ordinary pay received during the week, whichever is the greater.

19.2 Where an employee is absent on approved leave or workers' compensation, the guaranteed payment shall be reduced by an amount equalled to his award classification rate for each day of such absence.

19.3 Where the engagement of an employee is terminated, in accordance with clause 9 of the award or clause 12 of the Appendix, the guaranteed payment shall be reduced proportionately to the number of days on which the employee has attended, offered and accepted work.

19.4 Notwithstanding provisions of this Clause, the guaranteed payment shall be reduced proportionately during any week when the employer has to reduce operations due to employee absenteeism and shall not be applicable during the week of seasonal plants commencing and ceasing seasonal operations.

19.5 Providing that any dispute concerning the payment in accordance with this Clause may, within 14 days of the date of such dispute, be referred by Application of the Federal Secretary, Assistant Federal Secretary, Federal President, Branch Secretary or Branch President of the Union to the Commission for determination.

20. Shift Work Provisions

20.1 An employee on night shift shall be paid the ordinary rate plus 28.75 per cent thereof.

20.2 An employee on morning shift shall be paid at rate and a half for all time worked before 6:00am and ordinary rate for all time worked thereafter. "Morning shift" means a shift finishing at or after 12 noon and before 2 p.m.

21. Knives and Tools of Trade

21.1 The classification rate for members of a killing and dressing team, and for a beef, sheep-chain, calf, pig or general slaughterman, and for a boner and slicer, includes an allowance for the provision by those employees of their own knives and tools of trade, and they shall provide them accordingly.

21.2 Any other employee required to use a knife or other tools of trade shall be reimbursed the reasonable cost of providing such equipment, unless the employer provides such equipment free of cost to the employee.

21.3 Any equipment provided free of cost to an employee shall remain the property of the employer and shall be returned to the employer upon leaving employment, in default of which the employer may deduct the reasonable cost thereof from any monies payable to the employee on termination.

21.4 In lieu of the supply of knives and tools of trade to the employees referred to in sub-clause 21.2 hereof, the employer may pay an allowance of 41 cents per day.

22. Learners

Any employee who is selected by the employer for training and skills improvement shall be paid during such training at the classification rate applicable to the position held by the employee immediately prior to the commencement of the training. A learner employee shall not be entitled to be paid the classification rate applicable to the work for which they are being trained until the employee is certified by the employer as being competent and is required to perform the tasks required of that position.

An employer may decide that a training employee is not likely to attain the required competency, and discontinue any training that has commenced, whereupon the employee shall be returned to the position or classification in which they were engaged immediately prior to commencing training.

This clause shall not apply in the case of apprentices or trainees engaged pursuant to clause 8.11 of the Award.

23. Clothing and Laundry

If an employer requires an employee to wear special or protective clothing, the employer shall reimburse the employee the reasonable cost of providing and laundering such clothing, unless the employer provides and / or launders that clothing free of cost to the employee. Reimbursement shall not be required where an employee replaces such clothing more frequently than is required by fair wear and usage.

Any clothing provided to an employee free of cost shall remain the property of the employer and shall be returned to the employer upon leaving employment, in default of which the employer may deduct the reasonable cost of such clothing from any monies payable to the employee on termination.

24. Horse and Equipment

24.1 If an employer requires an employee to use a horse and / or equipment, the employer shall reimburse the employee the reasonable costs of maintaining the horse and equipment, and providing shoes, feed and veterinary services, unless the employer provides same free of cost to the employee.

24.2 If an employer provides a horse and / or equipment to an employee free of cost to the employee, the horse and equipment shall remain the property of the employer and the employee shall return same to the employer upon leaving employment, in default of which the employer shall be entitled to deduct the reasonable cost of any such horse and / or equipment from any monies payable to the employee on termination.

24.3 The reasonable costs of any matter referred to in this clause may be agreed in advance or at any other time by the employer and employee. If the parties are not able to agree, the matter shall be dealt with in accordance with the dispute resolution procedures in this Award.

Clause 2: Board of Reference

1. A Board of Reference may be appointed upon application as set out below.
2. The function of the Board shall be to examine the earnings of any employee who:-
 - (a) was employed at any of the establishments referred to above in this Appendix C immediately prior to the addition of this Appendix to this Award; and
 - (b) was remunerated under an award-based incentive scheme at that time (“the old scheme”) and
 - (c) has subsequently been transferred to an Award-based incentive scheme made and implemented under this Award (“the new scheme”)

in order to determine whether the earnings of such employees for a specified period under the new scheme are manifestly less than the employee would have received for an equivalent amount of production under the old scheme.

3. If, upon application by the union or the employer, the Board of Reference determines that the earnings of an employee referred to in paragraph 2 are manifestly less than the employee would have received for an equivalent amount of production under the old scheme, the Board may fix a fair and reasonable rate of pay for such employee, so as to ensure that the overall entitlements to pay provided by the new scheme are not less than the overall entitlements to pay of the employee under the old scheme.
4. The rate of pay determined by the Board of Reference under (3) above shall be deemed to be the rate to which the employee concerned is entitled under the new scheme, effective from the date of such determination.
5. The Board shall consist of two representative of the union and two representatives of the relevant employer with the addition of the Federal Industrial Registrar or such person as they may nominate as Chairman.
6. Any person appointed a member of the Board, if unable to attend any meeting of such Board, may appoint a substitute to act in his/her stead at any time.
7. Three members, one of whom must be the Chairperson, shall constitute a quorum.
8. The decision of a Board of Reference may be reviewed, altered or set aside by the Commission on the application of the union or the employer provided that the application is lodged within 21 days of the decision.
9. A copy of the transcript of proceedings and all the exhibits before the Board of Reference and a copy of the decision shall be supplied to the Commission by filing them with the Industrial Registrar within 7 days of the application being lodged.

Clause 3:

1. This clause shall apply only to employees who are engaged as regular daily hire employees in accordance with the terms and conditions of an Award, as at the date that this Appendix C was added to this Award (“an existing employee”), and shall not apply to any employee whose employment status is regulated by an Australian Workplace Agreement or Certified Agreement at that date.
2. Where an existing employee is employed as a daily hire employee, the employer may transfer the employee from daily hire employment to some other category of employment specified by the award only with the consent of the employee, or in

accordance with the terms of a Certified Agreement or Australian Workplace Agreement.

3. Once an existing employee:

(i) agrees to be transferred from daily hire employment to some other employment category, or

(ii) becomes covered by a Certified Agreement or an Australian Workplace Agreement;

this clause ceases to have any further force and effect in respect of that employee.

DECLARATION - VICTORIA

[Common Rule declared by PR953228 from 1 January 2005]

Further to the Decision issued by the Commission on 18 November 2004 [PR953309] and pursuant to ss.141 and 493A of the *Workplace Relations Act 1996* (the Act), the Commission makes the following declaration for a common rule award:

1. In this Declaration:

1.1 the award means the Federal Meat Industry (Processing) Award 2000 as varied from time to time;

1.2 employees means employees in the industry who perform work of a kind that is covered by the award;

1.3 employers means employers who employ employees; and

1.4 the industry means the meat processing industry consisting of abattoirs, boning rooms or pre-packing operations but does not include a supermarket, retail or country butcher shop, smallgoods factory or ham and bacon factory.

2. That save for and subject to the matters referred to in clauses 4 to 7 below, the whole of the terms of the award, as varied from time to time, except those specified in clause 3 below, shall be:

2.1 a common rule for the industry in Victoria and known as the Federal Meat Industry (Processing) Victorian Common Rule Declaration 2005;

2.2 binding on all employers in respect of the employment by them of employees;

2.3 binding on all employees; and

- 2.4 binding on The Australasian Meat Industry Employees Union and registered organisations respondent to the Award.
3. The following clauses of the award are not included in the Federal Meat Industry (Processing) Victorian Common Rule Declaration 2005:
 - 3.1 clause 4 - Commencement date of award;
 - 3.2 clause 5 - Where and who the award covers;
 - 3.3 clause 6 - Parties bound and respondents; and
 - 3.4 Appendix C - Savings provisions for named Queensland meat processing plants.
4. Subject to 4.1 to 4.6 below, all provisions in the Federal Meat Industry (Processing) Victorian Common Rule Declaration 2005 are to operate from 1 January 2005:
 - 4.1 With respect to annual leave, only periods of annual leave commencing on or after 31 January 2005 attract leave loading;
 - 4.2 With respect to redundancy payments for employees of employers who have less than 15 employees, only service on or after 1 January 2005 is to be taken into account for the purpose of calculating **service**;
 - 4.3 With respect to redundancy payments for employees of employers who have 15 employees or more, only service on or after 1 January 2004 is to be taken into account for the purpose of calculating **service**. [Note: the agreement in respect of this issue is without prejudice to the position a party may put in roping-in proceedings.];
 - 4.4 Any accident make-up pay clause is to apply in relation to any injury on or after 3 August 2004;
 - 4.5 The wages clauses (including all allowances and penalty payments) are to commence operation from the first pay period on or after Monday 3 January 2005 provided that in all cases the wages clauses commence operation no later than 5 January 2005; and
 - 4.6 Clause 16.15 of the award shall not take effect until 1 February 2005.
5. The Federal Meat Industry (Processing) Common Rule Declaration 2005 shall not apply to employers respondent by any means to any other award of the Commission in respect of the employment by them of employees covered by that award.
6. This declaration shall not apply to a person with a disability who is eligible for a Disability Support Pension and who is employed by a supported employment

service that receives funding under the *Disability Services Act 1986* (Cth) to provide support for that person. [See Note 1 below.]

7. An employer who is making superannuation contributions into a complying superannuation fund, within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth), on behalf of an employee covered by this declaration prior to the date of effect of this declaration is exempt from any provision in the award which specifies the fund or funds into which superannuation contributions are to be paid. [See Note 2 below.]
8. In the event of a dispute about the entitlement of an employer to set-off entitlements and benefits required to be provided under a contract of employment made prior to the date of this declaration against entitlements and benefits required to be provided under the Federal Meat Industry (Processing) Victorian Common Rule Award 2005, the matter may be referred to a Board of Reference consisting of a Member of the Commission which shall determine whether or not such a set-off should be permitted having regard to what is fair and equitable in all the circumstances of the case, without regard to technicalities and legal forms.
 - 8.1 An appeal lies from a decision of a Board of Reference to a Full Bench of the Commission.
 - 8.2 This clause shall apply for a period of twelve months from the commencement date of the Federal Meat Industry (Processing) Victorian Common Rule Declaration 2005.
 - 8.3 Any registered organisation bound by the terms of the Federal Meat Industry (Processing) Victorian Common Rule Declaration 2005 shall be notified of the time and date of hearing in relation to any application made pursuant to this provision.
9. Nothing in this declaration reduces or in any way detracts from any accrued rights to any forms of leave including sick leave, annual leave, long service leave or parental leave to which employees or any of them have become entitled by accrual or otherwise prior to the commencement date in clause 10 below.
10. This declaration shall be an award of the Commission, shall come into force on 1 January 2005 and shall remain in force for a period of three months and thereafter in accordance with the Act. [See Note 3 below.]

Note 1

1. Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

2. The intention of this provision is limited to preventing the award from applying to sheltered workshops (i.e. supported employment services) - it does not prevent the award from applying to employees with disabilities in open employment.
3. Leave is reserved for any party to have this issue reconsidered in the light of any developments in the national process which is currently considering workplace relations issues for sheltered workshops. This national process includes the Disability Sector National Industry Consultative Council and any related applications that seek award coverage for sheltered workshops.

Note 2

1. The purpose of the exception above is to maintain the status quo in respect of employers who, as at the date of effect of the common rule declaration, are making superannuation contributions into a complying superannuation fund. These employers will not be required to change their existing arrangements. Nor will there be any requirement for the existing arrangements to be the subject of an agreement between the employer and employees. For the avoidance of doubt, the exception continues to apply to employers who are making superannuation contributions to complying superannuation funds which are successor funds (as defined in Regulation 1.03 of the *Superannuation Industry (Supervision) Regulations 1994* (Cth), or as amended or replaced by other legislation) into which benefits are transferred, after the date of effect of the common rule declaration, in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth) and the Regulations thereunder. Further, “existing arrangements” includes the making of contributions to such funds.
2. The exception is in respect of current and future employees of the employers who are entitled to the benefit of the exemption.
3. The exception does not apply to new businesses which are established after the date on which the award is declared to have effect as a common rule.
4. The exception only applies to employers who are required to apply the terms of the award by virtue of the Common Rule declaration. It does not apply to employers who are named respondents to the award or who are parties bound by virtue of the membership of an employer organisation.
5. The exception applies subject to any Commonwealth legislation to the contrary.

Note 3

1. Subject to s.113 of the *Workplace Relations Act 1996* and any order of the Commission, an award dealing with particular matters continues in force until a

new award is made dealing with the same matters (see s.148 of the *Workplace Relations Act 1996*).