

AW805114CRV [loose-leaf version]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

FEDERAL MEAT INDUSTRY (RETAIL AND WHOLESALE) AWARD 2000

This award as varied to 19 August 2005 (variation PR960898 and correction PR961587) comprises pages:

1 2 3 4 5-1 6 7 8 9 10

11 12 13 14 15 16 17 **18-1** 19 **20-1**

21 **22-1** 23 24 25 26 27-1 27A 28 29

30 31 32 33 34 35 36 37 38 39 40

41 42 43 44 45

Appendix and Common rule declaration:

46 47 48 49 50 51 52 53 54 55 56 57

<Total number of pages = 59>

DISCLAIMER

Please note that this consolidated award is prepared by the Australian Industrial Registry, and is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.

Official copies of Australian Industrial Relations Commission decisions, awards and orders can be purchased from the Australian Industrial Registry in each capital city.

Printed by authority of the Commonwealth Government Printer

AW805114CRV [loose-leaf version]

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. 00792 of 1998)

FEDERAL MEAT INDUSTRY (RETAIL AND WHOLESALE) AWARD 1996
(ODN C No. 21814 of 1993)
[Print N7480 [F0513]]

Various employees	Meat industry
DEPUTY PRESIDENT LEARY	HOBART, 15 FEBRUARY 2001

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 (Retail and Wholesale) Award 2000.

2. ARRANGEMENT

2.1 This award is arranged as follows:

Part 1 - Application and operation of award

1. Award title
2. Arrangement
3. Definitions

4. Commencement date of award
5. Where and who the award covers
6. Parties bound

Part 2 - Award flexibility

7. Enterprise flexibility
8. Facilitative provisions

Part 3 - Employment relationship

9. General provisions
10. Termination of employment, introduction of change
11. Redundancy
12. Procedure to avoid industrial disputation
13. Posting of award
14. Anti-discrimination

Part 4 - Wages and related matters

15. Classification levels and wage rates
16. Mixed functions
17. Payment by results
18. Payment of wages
19. Stand-down of employees
20. Allowances
21. Superannuation

Part 5 - Hours of work and breaks

22. Hours of work

23. Rosters

24. Breaks

25. Overtime

26. Shift work

Part 6 - Leave of absence and public holidays

27. Annual leave

28. Sick leave

29. Bereavement leave

30. Special family leave

31. Parental leave

32. Public holidays

33. Long service leave

Appendix A - Minimum rates adjustment

Appendix B - Accident pay, Victoria

3. DEFINITIONS

3.1 Abattoir associated with a butcher shop, or like words, means an abattoir and may include a rendering operation. Wherever the word abattoir is used in this award it shall also be read as meaning a slaughterhouse which is associated with a butcher shop where:

3.1.1 not more than three adult slaughterers (excluding any employee not engaged in knocking down, pithing, sticking, bleeding, dressing, skinning, necking off or cutting down) are employed and which is owned or operated by a person or persons bound by this award any one or more of whom also owns or operates a butcher shop and the abattoir is partly used for slaughtering meat for the butcher shop; or

3.1.2 not more than seven adult slaughterers (excluding any employee not engaged in knocking down, pithing, sticking, bleeding, dressing, skinning, necking off or

cutting down) are employed and which is owned or operated by a person or persons bound by this award any one or more of whom also owns or operates a butcher shop and the killing is exclusively for the butcher shop.

3.2 Act shall mean the *Workplace Relations Act 1996* (Cth) including the Regulations.

3.3 Boner is an employee who is required to use a knife to remove meat from the bones, sides, quarters or other piece of carcase in accordance with the employers specifications.

3.4 Butcher shop means any shop, self-service establishment, vehicle or place (other than an abattoir) where uncooked meats are prepared and/or offered for sale. Provided that any other establishment may sell poultry, rabbit, hams, uncooked or salted pig's cheeks and pigs' trotters, bacon, ham or pork bones or sausages and by doing so shall not be deemed to be a butcher shop.

3.5 Carcase grader is an employee who determines the category of grades into which bodies are allotted in accordance with approved specifications and who is appropriately accredited by the relevant authority.

3.6 Commission shall mean the Australian Industrial Relations Commission.

3.7 General butcher shall mean an employee who holds an accredited and relevant retail butchering trade qualification.

3.8 The term pre-packed meats shall, without limiting its ordinary or trade meaning, include cuts and/or pieces of uncooked meat packed or wrapped prior to sale in cellulose or plastic film, crinkle-craft or waterproof paper, cardboard or foil or other similar material to any of the foregoing but not including hessian or stockinette) and whether such meat is fresh, chilled or frozen.

3.9 Salesperson means an employee (not being a general butcher) who is employed in a self-service establishment in the replenishing of display or storage cabinets or work associated therewith or in a butcher shop, selling uncooked meat and whose principal responsibility will be dealing directly with customers in respect to sales of meat and other butcher shop products, and who may also perform the following duties:

- cutting uncooked meat for weight;
- wrap meat or smallgoods, either in paper or in cartons;
- divide sausages, frankfurts, or other smallgoods and for this purpose use a knife for cutting;
- sell goods already prepared; and

- prepare counter ready products.

3.10 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 an employer's required specifications.

3.11 Skin classer is an employee accredited to assess the categories of grades into which skins are sorted in accordance with predetermined specifications.

3.12 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.

3.13 Smallgoods maker means an employee who has served a relevant apprenticeship or has at least four years' general experience in smallgoods-making and who is responsible for the making of smallgoods and who may be required to perform all tasks relating to smallgoods manufacturing in a butcher shop, including that of mixing-machine operator, boner, butcher, salter and/or pickle pumper, cooker, filler, linker and tablehand.

3.14 Smallgoods seller means an employee in charge of a van engaged in soliciting wholesale business and fulfilling sales from stocks of meat products carried in the van in exchange for cash or cheque received in payment for such sales or goods sold on credit.

3.15 Storage etc. means the storing, handling (including handling into, and out of store), chilling, freezing or, in any way otherwise treating any of the following meat: offal, meat-meal, tallow, hides, any other by-products of an abattoir, or goods or equipment for use in or in connection with an abattoir.

3.16 Tradesperson 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.

3.17 Slaughterer is an employee so classified under the award who is not a tradesperson slaughterer but is competent to perform slaughtering tasks in accordance with the employer's specifications.

3.18 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.

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

3.20 Wholesale or wholesaler are to be given their ordinary meaning and includes establishments that supply meat products for hospitality and catering outlets.

3.21 Continuous service

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

3.21.1 any annual leave or long service leave taken;

3.21.2 any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

[3.21.3 corrected by PR951737 01Dec00]

3.21.3 any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;

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

3.21.5 any absence on any other account not involving termination of employment;

3.21.6 any parental leave taken; and

in calculating a year of service any absence of a kind mentioned in 3.21.1, 3.21.2 or 3.21.3 (less than fourteen days) of this subclause will be counted as part of the year of service but, in respect of absences of a kind mentioned in 3.21.3 (more than fourteen days) 3.21.4, 3.21.5 and 3.21.6, while they do not break continuity of service of an employee, they are not taken into account in calculating the period of service of any relevant award entitlement.

3.22 Ordinary hourly rate and overtime

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

3.22.1 Ordinary hourly rate shall mean the award rate of pay prescribed in clause 15 - Classification levels and wage rates of this award, for the classification of the employee, divided by 38;

3.22.2 Time and one quarter shall mean the ordinary hourly rate increased by 25%;

3.22.3 Time and one half shall mean the ordinary hourly rate increased by 50%;

3.22.4 Double time shall mean the ordinary hourly rate increased by 100%;

4. COMMENCEMENT DATE OF AWARD

This award shall operate from 1 December 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;
- Northern Territory.

5.2 Who does the award apply to?

This award will apply in respect of all employees employed in retail meat establishments, wholesalers, domestic and/or wholesale meat markets and abattoirs associated with a butcher shop and classifications contained in the award which are incidental to the principal business.

6. PARTIES BOUND

6.1 This award will be binding on:

6.1.1 the Australasian Meat Industry Employees Union, its branches 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 those employees are members of the Union or not.

6.2 Succession or replacing of awards

This award replaces the Federal Meat Industry (Retail and Wholesale) Award 1996 [Print N7480 [F0513]].

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)

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** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 7.2** For the purpose of the consultative process the employees may nominate the union or another representative to represent them.
- 7.3** Where agreement is reached an application shall be made to the Commission.

8. FACILITATIVE PROVISIONS

8.1 Agreement to vary award provisions

8.1.1 This award contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or a section or sections of it. The facilitative provisions are identified in 8.2.

8.1.2 The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practise. 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.

8.2 Facilitation by individual agreement

The following facilitative provisions can be utilised upon agreement between employer and an employee provided that the agreement complies with 8.2.1.

Transfer from one employment category to another	9.1
Variation to hours part-time employment	9.2.2

Payment by result of work	Payment of wages	Ordinary hours	17.3	18.1
	Make-up time		22.1.2	22.5
Working in excess of five hours without a break			24.1.1	
Time off in lieu of payments for overtime			25.3.1	

Transfer of an employee from day work to shift work	26.3	26.8
Starting and finishing times of shift between shifts	26.9	27
Annual leave		
Substitution of public holidays	32.2.4	

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

8.2.1(a) If an 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.

PART 3 - EMPLOYMENT RELATIONSHIP

9. GENERAL PROVISIONS

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

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

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

9.1.3 Notwithstanding anything contained in the award, an employee who has been given, and has accepted, managerial responsibility shall not be subject to the provisions of this award nor shall the employee be subject to the provisions of any State award or Determination.

9.1.4 An employee not attending work or not performing duties shall, except where otherwise expressly provided in the award, lose his/her pay for the actual time of non-attendance or non-performance.

9.2 Employment categories

9.2.1 Full-time employment

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

9.2.2 Part-time employment

9.2.2(a) An employer may employ regular part-time employees in any classification in this award.

9.2.2(b) A regular part-time employee is an employee who:

9.2.2(b)(i) works less than the full-time hours of 38 per week; and

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

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

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

9.2.2(d) A copy of the agreement and any variation to it shall be provided to the employee by the employer.

9.2.2(e) Part-time employees shall be paid an additional 50% of the hourly rate for the first three hours and double time thereafter for all time worked outside the employee's rostered weekly hours.

9.2.2(f) The rostered hours of part-time employees are to be within the daily spread of ordinary hours prescribed in 22.3.1.

9.2.3 Casual employment

9.2.3(a) A casual employee is one who is engaged and paid as such and shall perform such work as the employer shall from time to time require during the period of engagement.

9.2.3(b) Subject to 9.2.3(a), the minimum period of engagement will be four hours each day or shift which may be comprised of hours within or outside the ordinary hours of work prescribed in 22.3.1 of this award.

9.2.3(c) Employment of a casual will terminate at the end of each period of engagement.

- 9.2.3(d)** A casual employee who terminates their employment prior to the end of the engagement will not be entitled to payment in respect of any time actually worked.
- 9.2.3(e)** Subject to clause 9.2.3(f), a casual employee will be paid the hourly rate of the appropriate classification rate in clause 15 - Classifications levels and weekly rates, plus a loading of 20% 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).
- 9.2.3(f)** The ordinary hours of a casual shall not exceed 38 per week. The span of daily ordinary hours shall be as prescribed in clause 22.3. Casuals working ordinary hours on Saturday or Sunday shall only be paid in accordance with clause 22.4. For time worked in excess of the prescribed ordinary hours in any one day or shift, casuals shall only be paid the ordinary hourly overtime rate as defined.
- 9.2.3(g)** A casual employee may be employed on shift work provided that the casual receives the appropriate shift allowance in clause 26 - Shift work excepting that the 20% casual loading in 9.2.3(e) shall not be inclusive of the shift work allowance
- 9.2.3(h)** 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.
- 9.2.3(i)** Where a casual employee is required to perform more than one class of work during a period of engagement during a day or shift, the employee shall be paid for the whole of the period of engagement that day, at the highest wage classification in which he has been employed.
- 9.2.3(j)** A casual cleaner employed to clean premises may be employed for not less than two hours on any day. A casual clerk engaged as a bookkeeper may be employed for not less than three hours on any day.

9.2.4 Apprentices

[9.2.4 varied by PR907715 ppc 03Aug01]

Subject to 9.2.4(a) and the wage percentages set out in clause 15.6 apprentices indentured will be employed in accordance with arrangements approved by State or Territory accredited training authorities.

9.2.4(a) The State of Queensland - Apprentices

9.2.4(a)(i) 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.

9.2.4(a)(ii) 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.

9.2.5 Trainees

9.2.5(a) Trainees other than in 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]].

9.2.5(b) Trainees in Queensland

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.

10. NOTICE OF TERMINATION

[10 substituted by PR949003 from 02Jul04]

10.1 Notice of termination by employer

10.1.1 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

10.1.2 In addition to the notice in 10.1.1, 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.

10.1.3 Payment in lieu of the prescribed notice in 10.1.1 and 10.1.2 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.

10.1.4 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:

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

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

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

10.1.5 The provisions of this clause do not apply:

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

10.1.5(b) to apprentices;

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

10.1.5(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; or

10.1.5(e) to casual employees.

10.1.6 Continuous service is defined in clause 3.21.

10.2 Notice of termination by an employee

10.2.1 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.

10.2.2 If an employee fails to give the notice specified in 10.1.1 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 10.1.4.

10.3 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.

10.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 11 - Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter 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.

11. REDUNDANCY

[11 substituted by PR949003 from 02Jul04]

11.1 Definitions

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

11.1.2 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.

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

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

11.1.5 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.

11.2 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.

11.3 Severance pay

11.3.1 Severance pay - other than employees of a small employer

An employee, other than an employee of a small employer as defined in 11.1, 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 11.1.

11.3.2 Severance pay - employees of a small employer

An employee of a small employer as defined in 11.1 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 11.1.

11.3.3 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.

11.3.4 Continuity of service shall be calculated in the manner prescribed by clause 3.21. 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 11.3.2.

11.3.5 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].

11.4 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 10 - 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.

11.5 Alternative employment

11.5.1 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.

11.5.2 This provision does not apply in circumstances involving transmission of business as set in 11.7.

11.6 Job search entitlement

11.6.1 During the period of notice of termination given by the employer in accordance with 10.1, 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.

11.6.2 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.

11.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 10.3.

11.7 Transmission of business

11.7.1 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:

11.7.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

11.7.1(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 transmittor; and

(ii) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor

to be continuous service of the employee with the transmittee.

11.7.2 The Commission may vary 11.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

11.8 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.

11.9 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.

12. PROCEDURE TO AVOID INDUSTRIAL DISPUTATION

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

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

12.3 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 more senior levels of management.

12.4 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.

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

12.6 While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

13. POSTING OF AWARD

This award shall be exhibited by each employer on its premises in a place accessible to all employees. The employer shall permit the place to facilitate communication between employer, employees and/or their union representative.

14. ANTI-DISCRIMINATION

14.1 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 work force 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.

14.2 Accordingly, in fulfilling their obligations under the dispute 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.

14.3 Nothing in this clause is taken to affect:

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

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

14.3.3 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;

14.3.4 the exemptions in s.170CK(3) and (4) of the Act.

14.5 Safety Net Review - May 2001

[14.5 inserted by PR907714 ppc 03Aug01; deleted by PR935554 ppc 03Aug03]

PART 4 - WAGES AND RELATED MATTERS

15. CLASSIFICATION LEVELS AND WEEKLY RATES

15.1 Weekly wage rates

[15.1 substituted by PR907714 PR923090 PR935554 PR949003; PR960898 ppc 05Aug05]

Employee classification level	Award rate per week
	\$
Level 7	602.80
Level 6	578.20
Level 5	538.30
Level 4	527.00
Level 3	512.20
Level 2	504.85
Level 1	484.40

15.2 The seven wage levels have been agreed and set as a result of the minimum rates adjustment on the following basis:

15.2.1 Level 7 105%

This is the general butcher in charge of a retail butcher shop.

15.2.2 Level 6 100%

This is the tradesman rate that will apply to a general butcher, a smallgoods maker and a tradesman slaughterer as defined.

15.2.3 Level 5 92.3%

This rate will apply to an employee who performs tasks such as slaughtering (not a tradesman slaughterer), boning.

15.2.4 Level 4 90%

This rate will apply to an employee who performs the tasks of salesperson, slicer, smallgoods maker in a butcher shop, cutter operator, mixing operator, packing/scaling, ham and bacon curing, cooking, heavy vehicle driving, washing/drying/smoking.

15.2.5 Level 3 87%

This rate will apply to an employee who performs the tasks of salting/pickle pumping, packing room hand, clerk.

15.2.6 Level 2 85.5%

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

15.2.7 Level 1 81%

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

15.3 Note: The rates in 15.1 represent the levels following the minimum rates adjustment process. Employers should refer to Appendix A - Minimum rates adjustment, to ascertain the appropriate classification for each employee. Columns 2, 3 and 4 in 15.1 represent the rates for each level as at 1/12/2000, 1/3/2001 and 1/6/2001.

15.4 Note: No present employee of an employer bound by this award at the time of its making shall be disadvantaged by the implementation of the minimum rates adjustment process. At the commencement of this award and until the rates listed in column 4 of 15.1 apply, the minimum rate of pay of an employee, pro rata for part-time and casual, shall not be less than the current rate for the current grade applying the day before this award is made. The rates for those grades are set out in Appendix A.

15.5 Junior rates

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

Under 17 years = 50%

17 to 18 years = 60%

18 to 19 years = 75%

19 to 20 years = 85%

Note: For juniors employed as clerks or cashiers it is Level 3. For juniors employed as sales assistants it is Level 4. For juniors involved in slaughtering it is Level 2. For juniors as labourers or cleaners it is Level 2.

15.6 Wage Rates for Indentured Apprentices.

[15.6 inserted by PR907715 ppc 03Aug01]

For each year of an apprenticeship the following percentages of the tradeperson's rate apply (Level 6 in clause 15.1):

Four year term Per cent

First year 50

Second year 65

Third year 85

Fourth year 95

15.7 Safety Net Review - May 2002

[15.7 inserted by PR923090; substituted by PR935554 PR949003; PR960898 ppc 05Aug05]

15.7 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.

16. MIXED FUNCTIONS

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.

17. PAYMENT BY RESULTS

17.1 As an alternative to the time work system provided under this award, an employer may elect to operate under a payment by results or incentive system (including piece work).

17.2 In any such system employees will receive a weekly wage not less than that appropriate rate prescribed in 15.1.

17.3 The employer and each employee or a majority of employees may agree to modify or terminate the system in operation.

18. PAYMENT OF WAGES

18.1 Wages will be paid on a regular weekly basis 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 Monday to Thursday.

18.2 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.

18.3 On each pay day each employee will receive a pay slip in accordance with the requirements of the Act.

19. STAND-DOWN OF EMPLOYEES

An employer may deduct payment for any day on which any 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.

20. ALLOWANCES

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

20.1 Leading hand allowance

A Leading hand who is required to supervise other employees, will be paid the following additional rates:

[20.1.1 varied by PR927725 PR949003; PR960898 ppc 05Aug05]

20.1.1 \$9.10 per week where the number of employees (including juniors and apprentices) is three or more but does not exceed ten; and

[20.1.2 varied by PR927725 PR949003; PR960898 ppc 05Aug05]

20.1.2 \$13.56 per week where the number of such employees exceeds ten.

20.2 Cold temperatures allowance

[20.2 varied by PR927725 PR949003; PR960898 ppc 05Aug05]

Where a person employed under this award is required to work in a temperature artificially reduced below -2 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 the aggregate the employee is so required to work:

Temperature range (Celsius scale)	Rate per hour
Below -2 but not below -16	38 cents
Below -16 but not below -18	66 cents
Below -18 but not below -21	94 cents
Below -21	\$1.27

Note: The above rates are not cumulative. If the temperature of the room falls below 26 degrees Celsius the employee may, after one hour, refuse to continue to work in such a room until the temperature rises to 26 degrees.

20.3 First aid allowance

[20.3 varied by PR927725 PR949003; PR960898 ppc 05Aug05; corrected by PR961587 from 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.

20.4 Meal allowance

[20.4 varied by PR927725 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.

20.5 Travelling and transfer

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

21. SUPERANNUATION

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

21.1 The fund

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

21.1.1 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.

21.1.2 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 in succession thereto.

21.1.3 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.

21.1.4 Choice of funds

21.1.4(a) Providing each fund set out in 21.1.1 and 21.1.2 of this award remains 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.

21.1.4(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.

21.1.4(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.

21.1.4(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.

21.1.4(e) All contributions and employee advice detail's shall be forwarded monthly to the appropriate fund.

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

21.2 Contributions to superannuation

21.2.1 Contributions shall be no less than 8% of ordinary time earnings on behalf of each employee, provided that a casual employee who has earned less than \$450 in a calendar month shall have payments made in accordance with 21.2.2.

21.2.2 Where a casual employee has earned less than \$450 in a calendar month a contribution as provided in 21.2.1 shall be made one calendar month after the casual employee has been engaged where the casual employee 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. Contributions shall be made from the date of the 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.

21.3 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.

21.4 Contributions to fund

For the purposes of this clause, contributions on behalf of employees shall be made to a single fund defined in 21.1 hereof on the following basis:

21.4.1 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.

21.4.2 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.

21.4.3 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.

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

PART 5 - HOURS OR WORK AND BREAKS

22. HOURS OF WORK

22.1 Summary

22.1.1 This clause describes the ordinary hours of work but is subject to other clauses in the award.

22.1.2 The ordinary hours of work shall not exceed 38 per week to be averaged over the period of the work cycle that applies in the particular enterprise. There is provision in this award for the employer, by agreement with employees, to arrange working hours to achieve maximum flexibility in order to suit the needs of both the enterprise and the employees.

22.2 Ordinary hours of work

22.2.1 The ordinary working hours shall not exceed an average of 38 per week Monday to Sunday inclusive.

22.2.2 Except for the meal times prescribed, all time between the actual commencing time and actual ceasing time on any one day shall count and shall be paid for as time worked.

22.2.3 For the purpose of establishing an average 38 hour week such average may be taken over a period not exceeding 152 hours within a work cycle not exceeding 28 consecutive days.

22.2.4 Employees may be rostered on the following basis:

22.2.4(a) The maximum number of ordinary hours which may be worked on any one day shall not exceed ten hours.

22.2.4(b) Once every four weeks, an employee who works ordinary hours on each Sunday over a 152 hour work cycle shall be given three consecutive days off which shall include Saturday and Sunday. By mutual agreement, in writing and signed, alternative arrangements may apply.

22.3 Ordinary hours - commencing times and ceasing times

22.3.1 Retail and wholesale establishments

4.00 a.m. and 9.00 p.m. - Monday to Friday.

4.00 a.m. and 6.00 p.m. - Saturday.

8.00 a.m. and 6.00 p.m. - Sunday.

22.3.2 Load out etc.

Notwithstanding anything else contained in the award, the ordinary hours that may be worked in a workplace being a domestic meat market, a pre-packing area, or the receipt, storage, inspection, load out and delivery of meat, may be between 10.00 p.m. and 4.00 p.m. the following day Sunday to Saturday. Provided that all ordinary time worked between 10.00 p.m. and 6.00 a.m. shall be paid for at time and a quarter for all purposes of the award

22.3.3 Cleaners

Cleaners may be employed on ordinary hours between 6.30 a.m. and midnight provided that a maximum of ten ordinary hours per day may be worked Monday to Sunday inclusive.

22.4 Saturday and Sunday ordinary hours rates

Notwithstanding any other clause in this award or subclause of this clause, the following rates apply for ordinary hours worked on Saturday and Sunday:

22.4.1 All ordinary hours worked on Saturday between 4.00 a.m. and 6.00 p.m. shall be paid at the rate of time and one quarter;

22.4.2 All ordinary hours worked on Sunday 8.00 a.m. and 6.00 p.m. shall be paid at the rate of time and one half.

(Note: 22.4 is subject to 22.3.2 and 22.3.3)

22.5 Make-up time

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

23. ROSTERS

23.1 The employer will post a roster in the premises, showing the starting and finishing times for ordinary hours for all employees and will be for a period not less than one week in length.

23.2 This roster may be amended by the employer provided, for day workers, 36 hours notice is given or for afternoon or night shift workers seven days notice is given, unless otherwise agreed by the employee.

23.3 Employees required to alter their starting time to enable management to make provision for replacement employees will be given 24 hours notice of change, unless otherwise agreed by the employee.

24. BREAKS

24.1 Meal breaks

24.1.1 No employee will work for longer than five hours without a 30 minute unpaid meal break, unless otherwise agreed by the employee.

24.1.2 Any employee called upon to work during a meal interval will be paid at overtime rates for that period.

24.2 Interruption of work

If an interruption of work for any cause occurs within twenty minutes of the commencement of a 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.

25. OVERTIME

25.1 All time worked outside the ordinary working hours 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.

[25.2 substituted by PR957053 ppc 01Apr05]

25.2 Subject to clause 25.2.1 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.

25.2.1 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:

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

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

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

25.2.1(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

25.2.1(e) any other relevant matter.

25.3 Time off in lieu of payment for overtime

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

25.3.2 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.

26. SHIFT WORK

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

26.2 The ordinary hours of work for a shift worker shall be 38 hours per week to be worked in five shifts of 7.6 hours each. Such shifts will be worked on five days, except where a night shift is in operation in which case the night shift may finish no later than 9.00 a.m. on Saturday morning.

26.3 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.

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

26.5 For the purposes of this clause:

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

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

26.5.3 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.

26.5.4 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.

26.6 Shift allowances

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

26.6.2 An employee on night shift will be paid the appropriate rate for the classification in which the employee is employed under this award, plus 25% hereof.

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

26.6.4 A shiftworker who works on an afternoon shift which does not continue for at least five successive afternoon or night shifts shall be paid for each such shift 50% for the first three hours thereof and 100% for the remaining hours thereof in addition to this ordinary rate.

26.6.5 A casual employee employed in shift work will receive the appropriate percentage loading (shift allowance) prescribed in this subclause and an additional 20% casual loading (as prescribed by 9.4.3 of this award) of the appropriate award rate (i.e. not inclusive of the shift percentage in 26.6).

26.7 Meal intervals

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

26.7.1 a meal interval of no less than 30 minutes; or

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

26.8 The starting and finishing times of the ordinary hours of work of shift workers shall be fixed by the employer and once fixed may only be altered by agreement between the employer and employees concerned in accordance with clause 8 - Facilitative provisions or, in the absence of such agreement, by the giving of not less than seven day's notice by the employer to each employee of such proposed change of times. This subclause does not apply to an employee who is required to alter their starting

time to enable the management to make provision for replacement but the employee will be given at least 24 hours notice of the change unless the employee otherwise agrees.

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

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

27. ANNUAL LEAVE

[27.1 corrected by PR907717 ppc 01Dec00]

27.1 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.

27.2 Shift workers

[27.2 corrected by PR907717 ppc 01Dec00]

In addition to the leave prescribed in 27.1, 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).

27.3 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 time equivalent to the ordinary time which the employee would have worked if the day had not been a public holiday.

27.4 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 the public holidays which fall within the period of annual leave.

27.5 Taking and periods of leave

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.

27.6 The annual leave provided for by this clause shall be allowed and taken and payment shall not be made or accepted in lieu of annual leave.

27.7 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.

27.8 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.

27.9 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 a 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.

27.10 Payment of annual leave and leave loading

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

27.10.1(a) their ordinary time earnings that would have been earned during the period of leave;

27.10.1(b) their annual leave loading as provided by 27.11.

27.10.2 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.

27.11 Annual leave loading

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

27.11.1 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.

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

27.11.3 An employee whose employment is terminated for malingering, inefficiency, neglect of duty or misconduct or who leaves the employment of the employer shall not be entitled to the loading prescribed in this clause.

27.12 Payment of annual leave on termination of employment

27.12.1 When 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 complete 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.

[27.12.2 corrected by PR907717 ppc 01Dec00]

27.12.2 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.

27.12.3 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 27.12.1. If the moneys already paid to the employee are still in excess of whatever monies would be payable under 27.12.1 or, the excess will be deducted from any remuneration payable to the employee upon termination.

27.13 Annual close-down

27.13.1 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 intention to stand down for the duration of the close-down all employees in the plant or sections concerned.

27.13.2 For those employees who have not qualified for annual leave in accordance with 27.1 and 27.2, paid leave on a proportionate basis at the appropriate rate of wage and loading prescribed by 27.10 will be granted.

27.13.3 An employee who has then qualified for annual leave in accordance with 27.1 and 27.2 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.

27.13.4 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 subclause will be deemed to be time of service in the next twelve monthly qualifying period.

27.13.5 If in the first year of service with an employer an employee is allowed proportionate annual leave under 27.13.2 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 27.12.1 subject to the adjustment for any proportionate leave which may have been allowed.

27.14 Annual leave will not be cashed out.

28. SICK LEAVE

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

28.2 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.

28.3 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.

28.4 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.

28.5 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.

28.6 An employer may by agreement with any 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 pay in lieu thereof.

28.7 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.

28.8 Any 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.

28.9 Any employee, other than a casual, 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.

28.10 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.

29. BEREAVEMENT LEAVE

[29.1 substituted by PR927725 ppc 19Feb03]

29.1 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:

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

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

29.1.2 The term immediate family includes:

29.1.2(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

29.1.2(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.

29.2 Notice will be given by the employee to the employer prior to the commencement of bereavement leave and proof of such death will be furnished by the employee to the satisfaction of the employer. Provided that leave will not be granted under this clause, where the leave coincides with any other period of approved leave.

30. SPECIAL FAMILY LEAVE

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

30.2 Use of sick leave for family leave purposes

[30.2 varied by PR927725 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.

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

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

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

30.4.2 the person concerned being either:

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

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

30.5 The term **immediate family** includes:

30.5.1 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

30.5.2 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.

30.6 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.

30.7 Unpaid leave for family purpose

An 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.

31. PARENTAL LEAVE

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

31.2 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

31.3 Basic entitlement

31.3.1 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.

31.3.2 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.

31.4 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:

31.4.1 for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child; and

31.4.2 for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

31.5 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.

31.6 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.

31.7 Returning to work after a period of parental leave

31.7.1 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.

31.7.2 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 31.15, the employee will be entitled to return to the position they held immediately before such transfer.

31.7.3 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.

31.8 Replacement employees

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

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

31.9 Maternity leave

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

31.9.1 a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

31.9.2 written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and

31.9.3 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.

31.10 Subject to 31.4 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.

31.11 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.

31.12 Where the pregnancy of an employee terminates after 28 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 birth an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

31.13 Where leave is granted then, 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.

31.14 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, collectively, shall not exceed the entitlement in 31.3.

31.15 Transfer to a safe job

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.

31.16 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.

31.17 Paternity leave

An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

31.17.1 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;

31.17.2 written notification of the dates on which he proposes to start and finish the period of paternity leave; and

31.17.3 a statutory declaration stating:

31.17.3(a) he will take that period of paternity leave to become the primary caregiver of the child;

31.17.3(b) particulars of any period of maternity leave sought or taken by her spouse; and

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

31.18 Adoption leave

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.

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

31.19.1 the employee is seeking adoption leave to become the primary care-giver of the child;

31.19.2 particulars of any period of adoption leave sought or taken by the employee's spouse; and

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

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

31.21 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.

32. PUBLIC HOLIDAYS

32.1 Full-time and part-time employees will be entitled to the following 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	✓	-	-	-	-

32.2 Substitution of public holidays

[32.1.1 inserted by PR907717 ppc 01Dec00]

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

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

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

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

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

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

32.1.1(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 each year.

32.1.1(e)(ii) employees employed elsewhere than those areas in (i) - the first Monday in August of each year.

32.2.1 When Christmas Day or Boxing Day is a Saturday or Sunday, a holiday in lieu will be observed on 27 December and/or 28 December respectively, if it has been gazetted.

32.2.2 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu will be observed on the next Monday, if it has been gazetted.

32.2.3 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set above, those days will constitute additional holidays for the purpose of this award.

32.2.4 An employer, with the agreement of their employees may substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.

32.3 Payment for work on public holidays

31.3.1 Employees including casuals who work on:

31.3.1(a) Christmas Day or Anzac Day will be paid at double the ordinary hourly rate for all time worked;

31.3.1(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

31.3.1(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.

32.3.2 For full-time and part-time employees, the above payments will be in addition to the ordinary weekly or hourly rate of pay.

32.3.3 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 ordinary daily rate and given a paid day off in lieu within 28 days of the holiday occurring unless other arrangements are agreed to.

32.3.4 Where an employee is absent from employment on the working day (or part thereof) before or after (or part thereof), 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.

32.3.5 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.

32.3.6 Employees who would not attend work on the public holiday because of their hours of work arrangement will not be required to take a day off on a day which is to be observed as a public holiday.

33. LONG SERVICE LEAVE:

[33 inserted by PR928382 from 04/03/03]

33.1. 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.

33.2 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:

33.2.1 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

33.2.2 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

33.2.3 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

33.2.4 has been made redundant by the employer for any reason other than those referred to in sub-clauses 33.2.1, 33.2.2 and 33.2.3 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 33.2.1 hereof, be taken into account in calculating the period of service.

33.3 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 with the employer the period of the 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.

33.4 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.

33.5 Transmission of Business

33.5.1 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:-

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

33.5.3 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.

33.5.4 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.

33.6 Amount of Leave

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

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

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

33.6.1.2 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

33.6.1.3 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;

33.6.2 in the case of an employee who has completed at least ten years but less than fifteen years service with an employer and whose employment is terminated;

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

33.6.2.2 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

33.6.2.3 by death of the employee;

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

33.6.3 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 33.6.2.2 and 33.6.2.3, a proportionate amount on the basis of thirteen weeks for fifteen years' service.

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

33.7 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:-

33.7.1 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

33.7.2 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

33.7.3 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.

33.8 Taking Leave - Time of Taking Leave

33.8.1 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 33.8.4 hereof at such time or times as may be agreed between the employer and the employee.

33.8.2 Subject to the provisions of paragraph 33.6.2 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.

33.8.3 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;

33.8.4 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.

33.8.5 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.

33.8.6 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.

33.9 Payment on Termination for Leave not taken

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

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

33.9.1.2 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;

33.9.2 where an employee dies and any long service leave -

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

33.9.2.2 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 33.7 of this clause less any amount already paid to the employee in respect of that leave.

33.10 Granting leave in advance

33.10.1 An employer may by 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.

33.10.2 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.

APPENDIX A - MINIMUM RATES ADJUSTMENT

The proposed new levels of rates in clause 15 - Classification levels and wage rates of this award have been set 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 [Retail and Wholesale] Award 1996 dealt with wage rates.
2. Previously, there were 10 Grades under the time-work provisions.

3. Having regard to the MRA process, the weekly wage rates attached to each of the classifications have been amended.
4. After the MRA process was completed, the number of levels of wage rates has been reduced from 10 to 7. These levels are found in 15.1 of the award along with a description of the skill based tasks for each particular level. The implementation of the wage rates attaching to some Levels is to be staggered. This staggering is listed in the table in 15.1 and is subject to 15.2.2.
5. During the transitional period, employers will need to identify the previous classification and the new levels attached to each classification per the table in 15.1.

6. Classifications and weekly wage rates

Classifications	Current grade	Current rate	Proposed level
Divisions A - Abattoirs associated with a butcher shop classification			
1. Tradesman Slaughterer as defined	NA	NA	6
1A. Slaughterer as defined	10	460.00	5
2. Carcase Grader	8	450.00	5
3. Employees directly connected with a slaughter floor:			
(a) Knocking etc.	4	430.00	4
(b) Making tallow, etc.	3	426.00	4
(c) Moving cattle, sheep etc up the race	2	421.00	2
4. Employees indirectly connected with slaughter floor:			
(a) Cleaning tripes by hand, etc.	4	430.00	2
(b) Making tallow, etc.	3	426.00	4
(c) Cleaning tripes by machine, etc.	2	421.00	2
5. Skin Classer	7	445.00	5
6. Employee separating and/or handling offal at the eviscerating table	2	421.00	2
7. Employee removing head meat	2	421.00	2
8. Employee bagging lambs	2	421.00	2
10 All others	2	421.00	2

Divisions B - Retail shops classification			
1. General butcher in charge of shop	10	460.00	7
2. General butcher	9	455.00	6
3. General butcher serving - DELETED			
4. Salesperson	3	426.00	4
5. Smallgoods - maker in butcher shop	6	440.00	4
6. Boner	7	445.00	5
7. Salter and/or pickle pumper (arterial or stab)	4	430.00	3
8. Cooker and/or scalding	5	434.00	4
9. Orderman who delivers but does not cut meat	2	421.00	2
10 Employee wrapping, weighing, pricing, packaging or packing uncooked meats	1	415.00	2
11. All others	1	415.00	2
Division C - Carters and drivers classification			
1. Driver of motor vehicles:			
(a) Not exceeding 1.25 tonnes capacity	2	421.00	4
(b) Exceeding 1.25 tonnes but not exceeding 3 tonnes capacity	3	426.00	4
(c) Exceeding 3 tonnes but under 6 tonnes capacity	4	430.00	4
(d) For each tonne over 5 tonnes - \$1.38 per week	5	434.00	4
(e) Motor (not being a tractor) drawing trailer - 99 cents per day	5	434.00	4
(f) Refrigerated van	5	407.00	4
2. Forklift driver	4	430.00	4
3. Tractor driver	4	430.00	4
4. Auto-truck or tow motor driver	4	430.00	4
Division D - Boning and /or prepacking area, room or factory classification			
1. General butcher	8	450.00	6
2. Boner	7	445.00	5
3. Slicer	6	440.00	4
4. Labourer associated with boning and slicing	2	421.00	2

activities			
5. Sawyer	4	430.00	4
6. Trimmer	3	426.00	3
7. Employee using knives for cleaning or preparing meat immediately prior to packing	3	426.00	3
8. Chiller-room hand	2	421.00	2
9. Strapping or wiring-machine operator or vacuum-machine operator	2	421.00	2
10. Employee wrapping, weighing, pricing, packaging or packing uncooked meat	1	415.00	2
11. Employees operating Whizzard Knives	1	415.00	2
12. All others	1	415.00	2

-

Division E - Clerks and cashier classification			
1. Clerk and/or cashier	3	426.00	3
Division F - Storage, etc section classification			
All employees other than those covered by any other division Division G - Domestic and/or Wholesale meat markets 1. Loaders and labourers	3 5	426.00 434.00	2 4

NOTE: An employee (adult or junior) hired to perform cashier or clerical work, may be asked to perform duties such as wrapping meat ; divide sausages, frankfurts or other smallgoods using a knife; sell goods already prepared but not uncooked meat; sell uncooked meat but only at times when all employees are absent from the shop because of a lunch break.

APPENDIX B - ACCIDENT PAY, VICTORIA

1. TOTAL INCAPACITY

Subject to clause 4 - Injury hereof, 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 any Act in Victoria; for the week in question and the total 38 hour weekly award rates for a time-worker, 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 any 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 any 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 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 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 any Act; 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 wilful misconduct of the employee.

To qualify for continued payments on termination the employee may be required to provide evidence to the employer of continued compensation payments.

7.4 No accident pay shall be payable in respect of any period 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 the award and 7.6 hereof will only apply to incapacity occurring after the first month.

7.5 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 under any Act, 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.

7.6 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.

7.7 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 hereof.

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.

DECLARATION

[Common Rule declared by PR953227 from 01Jan05]

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 (Retail and Wholesale) 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 retail and wholesale industry, consisting of retail meat establishments, wholesalers, domestic and/or wholesale meat markets and abattoirs associated with a butcher shop and classifications in the award which are incidental to the principal business, but does not include a supermarket.

1.4.1 For the purposes of this definition:

1.4.1(a) butcher shop means any shop, self-service establishment, vehicle or place (other than an abattoir) where uncooked meats are prepared and/or offered for sale. Provided that any other establishment may sell poultry, rabbit, hams, uncooked or salted pig's cheeks and pig's trotters, bacon, ham or pork bones or sausages and by doing so shall not be deemed to be a butcher shop;

1.4.1(b) abattoir associated with a butcher shop means an abattoir and may include a rendering operation. It shall also be read as meaning a slaughterhouse which is associated with a butcher shop where:

1.4.1(c) not more than three adult slaughterers (excluding any employee not engaged in knocking down, pithing, sticking, bleeding, dressing, skinning, necking off or cutting down) are employed and which is owned or operated by a person or persons bound by this award any one or more of whom also owns or operates a butcher shop and the abattoir is partly used for slaughtering meat for the butcher shop; or

1.4.1(d) not more than seven adult slaughterers (excluding any employee not engaged in knocking down, pithing, sticking, bleeding, dressing, skinning, necking off or cutting down) are employed and which is owned or operated by a person or persons bound by this award any one or more of whom also owns or operates a butcher shop and the killing is exclusively for the butcher shop.

1.4.1(e) wholesale or wholesaler are to be given their ordinary meaning and includes establishments that supply meat products for hospitality and catering outlets.

1.4.1(f) pre-packed meats shall, without limiting its ordinary or trade meaning, include cuts and/or pieces of uncooked meat packed or wrapped prior to sale in cellulose or plastic film, crinkle-craft or waterproof paper, cardboard or foil or other similar material to any of the foregoing but not including hessian or stockinette) and whether such meat is fresh, chilled or frozen.

1.4.1(g) supermarket means a retail establishment whose principal business is the general retailing of groceries, notwithstanding the fact that part of that business includes the retailing of uncooked meat.

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 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 (Retail and Wholesale) 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 (Retail and Wholesale) 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

3.4 clauses 9.2.4(a) and 9.2.5(b).

4. Subject to 4.1 to 4.5 below, all provisions in the Federal Meat Industry (Retail and Wholesale) 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.
- 5.** The Federal Meat Industry (Retail and Wholesale) Victorian 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 (Retail and Wholesale) Victorian Common Rule Declaration 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 (Retail and Wholesale) Victorian Common Rule Declaration 2005.
- 8.3** Any registered organisation bound by the terms of the Federal Meat Industry (Retail and Wholesale) 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*).