

Meat Industry Award 2010

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Part 1—Application and Operation

1. Title

This award is the *Meat Industry Award 2010*.

2. Commencement date

This award commences on 1 January 2010.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

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

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

cashier means an employee engaged to collect and/or process money or other payment tendered for retail sales of meat and/or meat products, and who is not a salesperson

continuous service has the meaning in s.22(1), (2) and (3) in the Act

employee means a national system employee as defined in sections [13](#) and [30C](#) of the Act

employer means a national system employer as defined in sections [14](#) and [30D](#) of the Act

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

fresh meat means meat that has not been cooked, pickled, cured or otherwise processed from the natural state, other than by chilling or freezing

meat means cattle, calves, buffalo, horses, mules, donkeys, sheep, lambs, goats, pigs, camels, deer, kangaroos, emus, ostriches or marine reptiles, and any flesh or other organic products derived from any of them (excluding milk)

meat manufacturing establishment means an establishment wholly or predominately concerned with the manufacturing or processing of fresh meat into any form of edible manufactured or processed meat, meat products, smallgoods, ham, bacon, or similar products in which meat is a substantial ingredient, including any related activities such as retail and/or wholesale sales, and killing, dressing, boning, slicing, preparation and/or packing of fresh meat, where such activities are conducted at any place as an ancillary part of the manufacturing or processing business

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meat processing establishment means an establishment wholly or predominately concerned with any one or more of the activities of killing, dressing, boning, slicing, preparation, and/or packing of fresh meat and will include any related activities conducted at any place as an ancillary part of such business, such as manufacturing or processing of meat, the treatment and processing of skins or hides, rendering, processing of by-products and/or retail and/or wholesale sales

meat retail establishment means an establishment wholly or predominately concerned with the retail and or wholesale sale of fresh meat and/or meat products, including establishments where meat and/or meat products including ham and smallgoods and similar products are processed and/or manufactured as an ancillary part of the retail and/or wholesale business

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

related company means a related company within the meaning of the *Corporations Act 2001* (Cth)

relevant apprenticeship legislation means any awards and/or regulations made by any state apprenticeship authority

rostered day off (RDO) means any continuous 24 hour period between the completion of the last ordinary shift and the commencement of the next ordinary shift on which an employee is rostered for duty

salesperson means an employee (not a general butcher) engaged to effect retail sales of meat and/or meat products, and who may also perform cutting of meat for weight, wrapping and preparation of meat or meat products offered for sale.

standard rate means the minimum weekly wage for MI 7 in clause 19—Minimum wages. Where an allowance is provided for on an hourly basis, a reference to standard rate means 1/38th of the weekly wage referred in this definition.

3.2 Ordinary hourly rate for overtime and other purposes

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

- (a) **ordinary hourly rate** means the award rate of pay per week prescribed in clause 19.1 for the classification of the employee, divided by 38;
- (b) **time and a quarter** means the ordinary hourly rate increased by 25%;
- (c) **time and a half** means the ordinary hourly rate increased by 50%; and
- (d) **double time** means the ordinary hourly rate increased by 100%.

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

4. Coverage

4.1 This award covers employers throughout Australia in the meat industry and their employees in the classifications listed in Schedule A—Classification Structure to the exclusion of any other modern award.

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4.2 The meat industry includes:

- (a) meat manufacturing establishments;
- (b) meat processing establishments;
- (c) meat retail establishments; and
- (d) the following:
 - (i) handling and further processing of all by-products of the establishments referred to in clause 4.2(a), (b) or (c), including skins, hides and rendering; and
 - (ii) distribution, transport and storage (including freezing and cold storage) operations for the purpose of transport or storage of the meat or meat products of an establishment referred to in clause 4.2(a), (b) or (c),

where such activities are carried out by an employer engaged in any of clause 4.2(a), (b) or (c) as an ancillary part of the business of that establishment, or by an employer that is a related company of such employer.

4.3 The award does not cover:

- (a) meat inspectors (being employees of an employer covered by this award who are engaged to perform duties equivalent to duties usually performed by AQIS Meat Inspectors);
- (b) employees covered by:
 - (i) *Nurses Award 2010*;
 - (ii) *General Retail Industry Award 2010*; or
 - (iii) *Food, Beverage and Tobacco Manufacturing Award 2010*,
- (c) employees engaged to undertake managerial duties and responsibilities (at the level of foreman and above);
- (d) employers and employees engaged in the slaughter and/or processing of any species of poultry, game or game birds not specifically listed in clause 3—Definitions and interpretation;
- (e) storage, transport or distribution of meat or meat products or by-products by employers who are not engaged in, or who do not conduct or operate a meat processing establishment, a meat manufacturing establishment or a meat retail establishment, and are not a related company of an employer that is so engaged;
- (f) employees excluded from award coverage by the Act;
- (g) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to these employees; or

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- (h) employees engaged in mechanical and electrical maintenance classifications covered by the *Manufacturing and Associated Industries and Occupations Award 2010*.

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

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

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

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

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- 7.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Facilitative provisions

8.1 Agreement to vary award provisions

- (a) This award also contains facilitative provisions which allow agreement between the employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in clauses 8.2, 8.3 and 8.4.

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- (b) 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 practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

8.2 Facilitation by individual agreement

- (a) The following facilitative provisions can be utilised by agreement between an employer and an individual employee:

Clause number	Provision
11.3	Transfer from one employment category to another
13.3	Variation to hours for part-time employment
29.1	Payment of wages
31.2(i)(iv)	Saturday and Sunday off during work cycle
32.1(a)	Meal breaks
33.6	Transfer from day work to shiftwork and vice versa
34.4	Change of roster at short notice
35	Make-up time
36.2	Time off instead of payment for overtime
37.4(c)	Deferment of annual leave loading
40.3	Time off instead of working public holiday

- (b) Any agreement reached must be kept by the employer as a time and wages record.

8.3 Facilitation by majority or individual agreement

- (a) The following facilitative provisions can be utilised by agreement between an employer and a majority of employees in the workplace or a section or sections of it, or the employer and an individual employee.

Clause number	Provision
31.2(f)(ii)	Ordinary hours for day workers on weekends (meat processing establishments)
31.2(f)(iv)	Alteration to spread of hours for day workers
31.3	Methods of arranging ordinary working hours
33.12	Rotation of three-shift system
40.1	Substitution of public holidays

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- (b) Where agreement is reached between the employer and the majority of employees in the workplace or a section or sections of it, the employer must not implement that agreement unless:
- (i) the agreement reached is kept by the employer as a time and wages record; and
 - (ii) unions which have members employed at an enterprise covered by this award must be informed by the employer of the intention to use the facilitative provision and be given a reasonable opportunity to participate in negotiations regarding its use. Union involvement in this process does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements at the enterprise.
- (c) Where no agreement has been sought by the employer with the majority of employees in accordance with clause 8.3(a), the employer may reach agreement with individual employees in the workplace or a section or sections of it and such agreement binds the individual employee provided the agreement reached is kept by the employer as a time and wages record and provided the agreement is only with an individual employee or a number of individual employees less than the majority in the workplace or a section or sections of it.

8.4 Facilitation by majority agreement

- (a) The following facilitative provisions may only be utilized by agreement between the employer and the majority of employees in the workplace or a section or sections of it:

Clause number	Provision
24	Payment by results
32.2	Rest breaks—meat processing establishments only
33.3	Operation of shift roster system
33.10(b)	Shiftworker crib time
33.13	Twelve hour days or shifts

(b) **Additional safeguard**

- (i) An additional safeguard applies to payment by results.
- (ii) The additional safeguards are those that the parties must observe being the requirements and procedures set out in clause 24—Payment by results.

8.5 Majority vote at the initiation of the employer

A vote of employees in the workplace or a section or sections of it which is taken in accordance with clauses 8.3 and 8.4 to determine if there is majority support for the implementation of a facilitative provision, is of no effect unless taken with the agreement of the employer.

9. Consultation regarding major workplace change

9.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

9.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

10. Dispute resolution

10.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

10.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

- 10.3** The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 10.4** Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

11. Types of employment

11.1 Types of employment

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

- (a) full-time;
- (b) part-time; or
- (c) casual; and
- (d) in respect of meat processing establishments only, the category of daily hire employment (including part-time daily hire).

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

11.3 The employer and an employee may agree to the transfer of the employee from one category to another.

11.4 In respect to meat processing establishments where daily hire is permitted, if the employer and an employee are unable to agree upon a transfer from one category of employment to another, the employer may require the employee to transfer from:

- (a) full-time to daily hire;
- (b) daily hire to full-time;
- (c) part-time to part-time daily hire; or
- (d) part-time daily hire to part-time,

upon giving to the employee seven days' notice of such transfer.

12. Full-time employment

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

13. Part-time employment

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

13.2 A part-time employee is an employee who:

- (a) works less than full-time hours of 38 per week;
- (b) has reasonably predictable hours of work of not less than four consecutive hours on any day; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of a full-time employee who perform the same kind of work.

13.3 At the time of employment the employer and the part-time employee will agree, in writing, on a regular pattern of work specifying at least:

- (a) the hours worked each day;
- (b) which days of the week the employee will work;
- (c) the actual starting and finishing times of each day; and
- (d) that the minimum daily engagement is four hours.

13.4 Clause 13.3 does not apply to a meat processing establishment, except for employees of the establishment engaged in retail and/or wholesale sales of fresh meat and ordinary products

13.5 The terms of any agreement concerning part-time employment or any agreed variation to the terms will be in writing with a copy retained by the employer and a copy provided to the employee.

13.6 All time worked in excess of the hours as mutually agreed will be overtime.

13.7 A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the appropriate weekly rate prescribed in clause 19—Minimum wages.

14. Daily hire

14.1 An employer in a meat processing establishment may employ daily hire or part-time daily hire employees.

14.2 The daily hire employee will be employed by the day or shift or part thereof as the case may be, without breaking service for the purposes of the award and the NES as to payment for public holidays, personal/carer's leave and annual leave. Employment will terminate at the end of each day or shift on which the employee is employed.

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- 14.3** A daily hire employee may be required by the employer to work no less than 7.6 ordinary hours for each day they are employed.
- 14.4** A part-time daily hire employee may be required by the employer to work no less than four consecutive hours for each day they are employed.
- 14.5** Notwithstanding the termination of employment at the end of each day or shift, the engagement of a daily hire employee or part-time daily hire employee will continue until the engagement is terminated.
- 14.6** Engagement may be terminated by notice on either side as from the end of the ordinary working hours on the day or shift on which notice is given or at any later time specified by the notice.
- 14.7** An employee who terminates their engagement as from a time prior to the end of the ordinary working hours on any day or shift without having given the notice in accordance with clause 14.6 will not be entitled to payment in respect of any time actually worked on that day or shift.
- 14.8** A daily hire employee will be paid at the daily rate of 1/5th of the appropriate weekly rate prescribed by clause 19—Minimum wages for the classification in which they are employed plus a daily hire loading of 10% of that daily rate.
- 14.9** A part-time daily hire employee will receive for the hours worked, on a pro rata basis, equivalent pay and conditions to those of daily hire employees who perform the same work.
- 14.10** In consideration of the rights conferred, a daily hire employee or a part-time daily hire employee will attend and offer for employment at the normal or other place specified by the employer at the usual starting time on each ordinary day unless notified on a particular day they are not required to attend.

15. Casual employment

- 15.1** A casual employee is one who is engaged and paid as such.
- 15.2** A casual employee will perform such work as the employer requires during the period of engagement.
- 15.3** Subject to clause 15.6, the minimum period of engagement of a casual will be four hours each day or shift which may be comprised of hours within or outside the span of ordinary hours provided for in this award.
- 15.4** Employment of a casual will terminate at the end of each day.
- 15.5** The ordinary hours of a casual employee must not exceed 38 in any week.
- 15.6** The minimum period of engagement for a casual cleaner employed to clean premises in any establishment may be two hours on any day or shift. The minimum period of engagement for a casual clerk employed as a book keeper may be three hours on any day or shift. The hours for casual cleaners or casual clerks may also be within or outside the span of ordinary hours.
- 15.7** Casual employees will be paid at the termination of each engagement or in accordance with other agreed pay arrangements set out in clause 29.2.

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- 15.8** A casual employee who terminates their employment prior to the end of their ordinary working hours on any day or shift will not be entitled to payment in respect of any time actually worked on that day or shift.
- 15.9** A casual employee, for each ordinary hour worked or part thereof, will be paid at the rate of:
- (a)** 1/38th of the appropriate weekly rate prescribed in clause 19—Minimum wages; plus
 - (b)** a casual loading of 25% based on that hourly rate.
- 15.10** Notwithstanding clause 15.9, the loading received by a casual who works ordinary hours on a Saturday or Sunday, where ordinary hours are permitted by this award, the appropriate weekend loadings as set out in clause 31—Hours of work will apply.
- 15.11** A casual employee who works overtime does not receive the loading set out in clause 15.9(b) but receives, instead, the overtime penalty rates set out in clause 31.2 for the period worked.
- 15.12** A casual employee employed on shiftwork will, in addition to the casual loading set out in clause 15.9, be paid the appropriate shift penalty based on the ordinary hourly rate excluding the casual loading.
- 15.13** 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.

16. Termination of employment

16.1 Notice of termination is provided for in the NES.

16.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

16.3 Job search entitlement

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

17. Redundancy

17.1 Redundancy pay is provided for in the NES.

17.2 Transfer to lower paid duties

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

17.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

17.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 16.3.

17.5 Transitional provisions

- (a) Subject to clause 17.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 17.5 ceases to operate on 31 December 2014.

Part 4—Classifications, Minimum Wages and Related Matters

18. Classifications

18.1 Employees covered by this award are to be classified according to the structure set out in Schedule A—Classification Structure. The minimum weekly rates for those classifications appear in clause 19—Minimum wages.

19. Minimum wages

19.1 Meat industry levels

Classifications	Minimum weekly wage
	\$
MI 1	543.90
MI 2	564.15
MI 3	571.50
MI 4	586.30
MI 5	597.60
MI 6	610.90
MI 7	637.60
MI 8	662.10

20. Junior rates

Junior employees will be paid the following percentage rates of the adult rate of pay set out in clause 19—Minimum wages for the appropriate classification in which they are employed.

Age of employee	% of weekly rate of pay
Under 17 years	50
17 years	60
18 years	75
19 years	85

21. Apprentices

The minimum award rates for apprentices completing a four year apprenticeship are the following percentages of the minimum weekly wage MI 7:

Year of apprenticeship	% of MI 7
1st year	50
2nd year	60
3rd year	85
4th year	95

22. National training wage

See Schedule B

23. School-based apprentices

See Schedule C

24. Payment by results

- 24.1** This clause applies only to meat processing establishments.
- 24.2** Subject to the provisions of this clause an employer may elect to pay employees under an incentive payment system (as an alternative to the timework payment system provided in this award).
- 24.3** An incentive payment system may apply to the whole of a workplace or enterprise covered by this award or a section or sections of such workplace or the specified categories of employees within the workplace and, to the extent of any inconsistency, will prevail over the timework payment system provided in this award whilst the incentive payment system remains in force.
- 24.4** The terms and conditions of any incentive payment system and any agreed modification to such system will be:
- (a)** fully explained by the employer to all employees working under such system prior to implementation;
 - (b)** committed to writing by the employer in a form that enables the operation of the system to be readily understood, and allows employees to monitor accrual of entitlements under the system; and
 - (c)** made available by the employer in written form to all employees covered by the system, upon request, or to an employee.
- 24.5** The information upon which payments under an incentive system are calculated, and all payments made and other benefits provided to employees under a system must be recorded in writing in the time and wages records of the employer kept in accordance with the requirements of the Act.
- 24.6** Subject to this clause, all wages and other entitlements payable to an employee in accordance with an incentive payment system under this clause, will be payable to

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the employee as if the terms of the incentive payment system were terms of this award.

- 24.7** Once implemented, any incentive payment system may only be modified by agreement either between the employer and the majority of employees covered by the system. Unless expressly agreed by the employer and a majority of employees no modification to the system will operate so as to detract from or reduce accrued or accruing rights in respect of work performed by employees prior to the implementation of the modification.
- 24.8** Nothing in clause 24.11 will affect the right of an employer or a majority of employees to terminate any incentive payment system under clause 24.11 in cases where no modification of the system is sought.
- 24.9** Subject to this award, NES and the Act, the minimum ordinary time earnings for a day or week for employees working in accordance with an incentive payment scheme will be based on the rate of pay prescribed by clause 19—Minimum wages for the classification of the employee plus:
- (a) for daily hire employees, an incentive loading of 20% of the employees classification rate, and a daily hire loading of 10% of the employees classification rate;
 - (b) for casual employees, an incentive loading of 20% of the employees classification rate, and a further casual loading of 25% of the employees classification rate; or
 - (c) for all other employees, an incentive loading of 20% of the employees classification rate.
- 24.10** Employees working in accordance with an incentive payment system who perform work in overtime hours defined in clause 36—Overtime or on Saturdays, Sundays or public holidays, will be entitled to minimum payments for all work performed during such times which are no less than the payments to which such employees would be entitled for such time periods worked pursuant to clauses 31—Hours of work, 36—Overtime and 40—Public holidays.
- 24.11** Subject to clause 24.7, the employer or the majority of the employees covered by any incentive payment system may elect at any time to terminate any such system in force, either in relation to the whole of an establishment or enterprise or any part thereof, upon giving not less than two months' notice of their intention to do so.
- 24.12** All payments made to employees working under an incentive payment system for work performed during ordinary hours must be treated as the ordinary time rate for the purpose of calculating payment for annual leave, sick leave, public holidays and other paid leave under the award. The weekly rate of pay for such purposes will be calculated by dividing all payment for work performed in ordinary hours over the 12 months' preceding the taking of leave, by the number of weeks during which any such work was performed. The daily rate of pay will be the appropriate pro rata percentage of the weekly rate.
- 24.13** If an employee is a member of a union, the employee may be represented by a union in meeting and conferring with the employer about the implementation of this clause, and in such case, the union must be given a reasonable opportunity to participate in

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negotiations regarding the proposed implementation of this clause. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed arrangements.

24.14 For the purpose of this clause, the following will apply:

- (a) **incentive payment system** means a system of payment whereby the rate or quantum of wages is calculated for each day, shift or week by direct reference to the amount of work performed by the employee, either individually or as a member of a team; and
- (b) **timework payment system** means a system of payment whereby the rate or quantum of wages is calculated for each day, shift or week (or part thereof) worked by reference to the time worked by employees, irrespective of the amount of work actually performed during that time, whether or not expected or predicted levels of production are agreed or specified during such work time.

24.15 Transitional

- (a) If, upon the date that this modern award comes into effect, an employer elects to maintain in force an incentive payment system that was in force and effect immediately prior to that date, then the employer will be taken to have elected to implement that system in accordance with clause 24.2.
- (b) If an employer elects to maintain an existing scheme under this clause, that scheme will apply from that date in the same manner as if the scheme was implemented for the first time under this clause.

25. Supported wage system

See Schedule D

26. Allowances

26.1 Leading hands

- (a) An employee supervising at least three but fewer than 10 employees (including juniors and apprentices) must be paid an allowance of 1.6% of the standard rate per week.
- (b) An employee supervising 10 or more employees must be paid an allowance of 2.3% of the standard rate per week.

26.2 Meal allowance

An employee required to work overtime for one and a half hours or more after their rostered finishing time will be paid a meal allowance of \$11.07.

26.3 Cold temperature allowance

Where a person employed under this award is required to work in a temperature artificially reduced below zero degrees Celsius the employee will be paid at the rate

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set out in the table below for every hour or part of an hour for which, in the aggregate, the employee is so required to work:

Temperature range (Celsius scale)	% of the standard rate per hour or part thereof
Below zero but not below -16 degrees	2.6
Below -16 degrees but not below -18 degrees	4.5
Below -18 degrees but not below -21 degrees	6.4
Below -21 degrees	8.7

26.4 First aid allowance

An appropriately qualified employee, who acts instead of and performs the duties of a full-time first aid officer or nurse, must be paid a daily allowance calculated at the rate of 14.2% of the hourly standard rate.

26.5 Travelling and transfers

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

26.6 Clothing (meat processing establishments only)

- (a) An employee will be paid an allowance of \$3.60 per week, or \$0.72 per day, to compensate employees required to launder their own outer working clothes.
- (b) Clause 26.6(a) does not apply where the employer launders the employee's outer working clothes free of charge.

26.7 Adjustment of expense related allowances

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Clothing	Clothing and footwear group

26.8 District allowances

(a) Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

(b) Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

26.9 Clause 26.8 ceases to operate on 31 December 2014.

27. Accident pay

27.1 Subject to clause 27.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

27.2 The employee's entitlement to accident pay under the notional agreement preserving a State award or the award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

27.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

27.4 This clause ceases to operate on 31 December 2014.

28. Higher duties

An employee engaged for two hours or more on any day or shift on duties carrying a higher rate than their 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.

29. Payment of wages

29.1 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 must be made on the usual pay day each week Monday to Thursday.

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

30. Superannuation

30.1 Superannuation legislation

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

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

30.2 Employer contributions

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

30.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 30.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

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- (c) The employer must pay the amount authorised under clauses 30.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 30.3(a) or (b) was made.

30.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 30.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 30.2 and pay the amount authorised under clauses 30.3(a) or (b) to one of the following superannuation funds:

- (a) Australian Meat Industry Superannuation Trust (AMIST);
- (b) Meat Industry Employees' Superannuation Fund (MIESF);
- (c) Statewide Superannuation Trust;
- (d) Westscheme Pty Ltd;
- (e) Tasplan Ltd;
- (f) AustSafe Super;
- (g) Sunsuper; or
- (h) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

Part 5—Hours of Work and Related Matters

31. Hours of work

31.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

31.2 Ordinary hours of work

- (a) The ordinary hours of work are not to exceed 38 per week or an average of 38 per week not exceeding 152 hours in 28 days.
- (b) The ordinary hours of work are to be worked continuously at the discretion of the employer, except for meal breaks or other breaks prescribed in the award.
- (c) The maximum number of ordinary hours which may be worked on any day or shift must not exceed 10 hours.
- (d) Any hours worked outside the spread of hours listed must be paid at overtime rates.
- (e) Notwithstanding the spread of hours set out in the tables in this clause, cleaners may be employed on ordinary hours between 6.30 am and midnight in any establishment under this award.

(f) Meat processing establishments (except for employees of the establishment engaged in retail and/or wholesale sales of fresh meat and/or meat products)

- (i) The following table shows the spread of ordinary hours for these establishments:

Days	Spread of hours
Monday to Friday	6.00 am–8.00 pm

- (ii) The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and a majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- (iii) If agreement is reached in accordance with clause 31.2(f)(ii) above, the following are the minimum rates to be paid:
- between midnight Friday and midnight Saturday—rate of time and a half; and
 - between midnight Saturday and midnight Sunday—rate of double time.
- (iv) The spread of hours listed in clause 31.2(f)(i) may be altered by up to one hour at either side of the spread or by agreement between the employer and the majority of employees concerned or, in appropriate circumstances, between the employer and an individual employee.
- (v) Any work performed by an employee prior to the commencement of the spread of hours and which is continuous with the normal ordinary hours for the purpose, for example, of getting the plant in a state of readiness for processing work, may be regarded as part of the 38 ordinary hours of work.

(g) Meat manufacturing establishments (except for employees of the establishment engaged in retail and/or wholesale sales of fresh meat and/or meat products)

- (i) The following table shows the spread of ordinary hours for these establishments.

Days	Spread of hours
Monday to Saturday	6.00 am–6.00 pm

- (ii) **Saturday ordinary hourly rate in meat manufacturing establishments:**
- Up to four ordinary hours may be worked by an employee on Saturday between the hours of 6.00 am and 6.00 pm and the employee will be paid at the rate of time and a quarter.
 - Casuals working ordinary hours on Saturday receive the penalty outlined in the dot point above instead of the casual loading penalty referred to in clause 15.9.

(h) Cleaners

- (i) Where ordinary hours for an employee are commencing after 8.30 am and prior to 12.00 noon, employees must receive their ordinary hourly rate plus 5%.
- (ii) Where ordinary hours for an employee are commencing at 12.00 noon or later and finish at or before midnight, employees must receive their ordinary hourly rate plus 12.5%.

(i) Meat retail establishments (including employees of meat processing establishments and meat manufacturing establishments engaged in retail and/or wholesale sales of fresh meat and/or meat products)

- (i) The following table shows the spread of ordinary hours for these establishments.

Days	Spread of hours
Monday to Friday	4.00 am–9.00 pm
Saturday	4.00 am–6.00 pm
Sunday	8.00 am–6.00 pm

(ii) Saturday/Sunday ordinary hourly rate

- All ordinary hours worked on Saturday between 4.00 am and 6.00 pm must be paid at the rate of time and a quarter.
- All ordinary hours worked on Sunday between 8.00 am and 6.00 pm must be paid at the rate of time and a half.
- Casuals working ordinary hours on Saturday or Sunday, as specified in this clause, receive the penalties outlined in the two dot points above, instead of the casual loading referred to in clause 15—Casual employment.

(iii) Load out areas

Notwithstanding clauses 31.2(i)(i) and (ii) above, in load out areas involving the receipt, storage, inspection, load out and delivery of meat or meat products, the ordinary hours may be worked between 10.00 am and 4.00 pm (the following day) on the days Sunday to Saturday. Ordinary time worked between 10.00 pm and 6.00 am must be paid for at time and a quarter for all purposes of the award.

(iv) Weekends off

Once every four weeks, an employee who works ordinary hours on each Sunday over a 152 hour work cycle must be given three consecutive days off which will include Saturday and Sunday. Any alternative arrangements between the employer and the employee must be by mutual agreement and in writing and signed by each of the parties.

(j) Spread of hours for particular employees performing meat retail establishment duties

Subject to clause 31—Hours of work and notwithstanding other parts of this clause, where an employee of an establishment covered by this award is called upon to perform meat retail establishment duties, the hours of work provisions for the employee will be all the provisions associated with a meat retail establishment as contained in clause 31.2(i) herein.

31.3 Methods of arranging ordinary working hours

- (a)** This clause applies to all establishments.
- (b)** Matters upon which agreement may be reached include:
 - (i)** how the hours are to be averaged within a work cycle established;
 - (ii)** the duration of the work cycle for day workers provided that such duration does not exceed three months;
 - (iii)** rosters which specify the starting and finishing times of working hours;
 - (iv)** a period of notice of a rostered day off which is less than four weeks;
 - (v)** substitution of rostered day off;
 - (vi)** accumulation of rostered days off;
 - (vii)** arrangements which allow for flexibility in relation to the taking of rostered days off; and
 - (viii)** arrangements of ordinary hours overall.

32. Breaks

32.1 Meal breaks

- (a)** No employee will work for longer than five hours without a minimum 30 minute unpaid meal break. Any alternative arrangements between the employer and the employee must be by mutual agreement between the parties.
- (b)** Any employee called upon to work during a meal break will be paid at overtime rates for that period.

32.2 Rest breaks—meat processing establishments only

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

Employees whose duties are integral to the operation means employees of the following classifications who are engaged to work on or in close connection with the relevant system of production or conveyance, namely:

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- (i) Slaughtering operations—slaughterers, knife-hands, gut-room labourers, tripe room labourers; and
 - (ii) Boning operations—boners, slicers, packers (including cryovac operators and scalers, where employed as part of a packing team), pre-trimmers and employees engaged to push carcasses or sides to or from slaughterers or boners on rail systems.
- (b) A rest break taken in accordance with clause 32.2(a) will count as ordinary time worked.
- (c) This clause will not apply to a meat processing establishment unless it employs a total of more than 15 employees referred to in clause 32.2(a).
- (d) The employer and the majority of employees in any establishment or section of an establishment may, in relation to the rest break provided in clause 32.2(a) agree to:
- (i) extend or reduce the length of the rest break;
 - (ii) split the break into different periods, or add further rest breaks;
 - (iii) forego the taking of a rest break;
 - (iv) forego payment for all or part of any rest break provided in this clause; or
 - (v) otherwise agree.
- (e) An employee is not entitled to a rest break under this clause unless the employee is rostered to work at least a total of four hours on that day or shift.

32.3 Interruption of work

If an interruption of work for any cause occurs within 20 minutes of the commencement of a break or within 20 minutes of a normal meal break, the employer may direct that the break or meal break be taken. 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.

33. Shiftwork

- 33.1 Shifts may be worked on any work covered by this award.
- 33.2 The ordinary hours of work for shiftworkers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.
- 33.3 By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months. In the absence of such agreement, by the employer giving not less than seven days' notice to each employee of such proposed change of times.
- 33.4 The ordinary hours of work are to be worked continuously, except for meal and any rest breaks, at the discretion of the employer.

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33.5 Except at changeover of shift an employee will not be required to work more than one shift in each 24 hours.

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

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

33.8 For the purpose of this clause:

(a) **Afternoon shift** means any shift commencing at or after 2.00 pm and finishing at or before midnight.

(b) **Night shift** means any shift finishing subsequent to midnight and at or before 9.00 am.

(c) **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.

(d) **Day shift in a three-shift system** means any shift finishing at or after 2.00 pm and at or before 4.00 pm.

33.9 Shift allowances

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

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

(c) 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 %.

(d) A casual employee employed in shiftwork will receive the appropriate percentage loading (shift allowance) prescribed in this clause and an additional 25% casual loading (as prescribed by clause 15—Casual employment of this award) of the appropriate award rate (i.e. not inclusive of the shift allowance as prescribed by clause 33.9).

(e) In establishments other than meat processing establishments a shiftworker who works on an afternoon or night shift which does not continue for a least five successive afternoon or night shifts must be paid for each shift 50% for the first three hours and 100% for the remaining hours in addition to their ordinary rate.

33.10 Meal break

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

(a) meal break of not less than 30 minutes per shift; or

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

33.11 Altering starting times

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

33.12 Three-shift systems

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

33.13 Twelve hour days or shifts

By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:

- (a) proper health monitoring procedures being introduced;
- (b) suitable roster arrangements being made;
- (c) proper supervision being provided;
- (d) adequate breaks being provided; and
- (e) an adequate trial or review process being undertaken.

34. Rostering

34.1 This clause is subject to other provisions contained in the award.

34.2 The employer must post a roster in the premises, showing the starting and finishing times for ordinary hours for employees.

34.3 This roster may be amended by the employer provided 36 hours' notice is given.

34.4 Starting and finishing times appearing on the roster will be for a period which is not less than one week in length.

35. 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.

36. Overtime

36.1 Entitlement to overtime and payment

- (a) All time worked outside ordinary working hours as prescribed in clause 31—Hours of work (or in the case of a shiftworker, outside the hours rostered as ordinary shiftwork hours in accordance with clause 34—Rostering) will be deemed to be overtime and be paid for at time and a half for the first three hours and double time thereafter.

- (b) All overtime worked on a Sunday in meat processing establishments must be paid at double time with a minimum payment of four hours.

36.2 Time off instead of payment for overtime

- (a) Where an employee with the consent of the employer has accrued an entitlement to time off instead of payment for overtime, they will be able to use that entitlement for any leave purpose.
- (b) Time off instead of payment for overtime must equate to the overtime rate. If the employee works one hour overtime and elects to take time off instead 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.

Part 6—Leave and Public Holidays

37. Annual leave

37.1 Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.

37.2 Definition of shiftworker

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

37.3 Payment for annual leave

- (a) An employee under this award, before going on annual leave, will be paid:
 - (i) their ordinary time earnings that they would have earned had they not been on leave; and
 - (ii) any annual leave loading as provided in clause 37.4.
- (b) For the purpose of ascertaining ordinary time earnings in clause 37.3(a)(i), the following are not included:
 - (i) incentive-based payments (other than those coming within clause 24—Payment by results);
 - (ii) bonuses;
 - (iii) loadings (other than the loading for a daily hire and part-time daily hire employee as set out in clause 14—Daily hire);
 - (iv) monetary allowances;
 - (v) overtime;
 - (vi) penalty payments (other than ordinary hour penalty rates for employees provided for in this award and only if the employee is regularly rostered to work on weekends); and

(vii) any other separately identifiable amounts.

- (c) 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.

37.4 Annual leave loading

- (a) An employee will receive a loading of 17.5% calculated on the appropriate rate of pay in clause 19—Minimum wages.
- (b) Employees who would have worked on shiftwork had they not been on leave will be paid the greater of the shift allowance or the 17.5% loading but not both.
- (c) 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.
- (d) No annual leave loading is due for a period of leave paid out which is less than one year.

37.5 Payment of annual leave on termination of employment

- (a) Where an employee leaves or is terminated by the employer during the course of any qualifying 12 month period the employer must pay that employee pro rata wages calculated at the rate of 2.93 hours for each completed week of work. In the case of seven day shiftworkers, the proportionate payment will be calculated on the basis of 3.66 hours for each completed week of work.
- (b) 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 clause 37.5(a). If the monies already paid to the employee are still in excess of whatever monies would be payable under clause 37.5(a), the excess will be deducted from any remuneration payable to the employee upon termination.

37.6 Annual close-down

- (a) Where an employer closes down a plant or a sections of a plant 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 the employer's intention to stand down for the duration of the close-down all employees in the plant or sections concerned.
- (b) For those employees who have not qualified for annual leave in accordance with clause 37—Annual leave, paid leave on a proportionate basis at the appropriate rate of wage and loading prescribed by clauses 37.3 and 37.4 will be granted.
- (c) An employee who has then qualified for annual leave in accordance with clauses 37.1 or 37.2 and has also completed a further month or more of

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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 12 monthly qualifying period.

- (d) The next 12 month qualifying period for each employee affected by the close-down will commence from the day on which the plant or section concerned is reopened for work. Provided that all time during which an employee is stood off without pay for the purposes of this clause will be deemed to be time of service in the next 12 monthly qualifying period.
- (e) If in the first year of service with an employer an employee is allowed proportionate annual leave under clause 37.6(b), 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 clause 37.5(a) subject to the adjustment for any proportionate leave which may have been allowed.

38. Personal/carer's leave and compassionate leave

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

39. Community service leave

Community service leave is provided for in the NES.

40. Public holidays

Public holidays are provided for in the NES.

40.1 Substitution of public holidays

An employer, with the agreement of the employee or employees, may substitute another day for any public holiday.

40.2 Payment for work on public holidays

Employees including casuals who work on:

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

For full-time employees, the above payments will be in addition to the ordinary weekly, daily or hourly rate of pay as appropriate.

40.3 Time off instead of public holiday rates

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

41. Long service leave

Long service leave is provided for in the NES.

Schedule A—Classification Structure

A.1 The schedule sets out the classification structure that will apply to all employees covered by this award.

A.2 Definitions

A.2.1 Boner is an employee who is required to use a knife to remove meat from the bones, sides, quarters or other piece of a carcass in accordance with the employer's specifications and, where required by the employer, to dispatch such meat, bones and trimmings to other employees and/or work areas for further processing as required by the employer.

A.2.2 Carcass grader is an employee who determines the category or grades into which animal carcasses are allotted in accordance with approved specifications and who is appropriately accredited by the relevant authority.

A.2.3 General butcher means an employee who holds an accredited and relevant retail butchering trade qualification.

A.2.4 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 or employed in a meat retail establishment shop, selling meat products 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:

- (a) cut uncooked meat for weight;
- (b) wrap meat or smallgoods;
- (c) divide sausages, frankfurts or other smallgoods and for this purpose use a knife for cutting;
- (d) sell goods already prepared; and
- (e) prepare counter ready products.

A.2.5 Sawyer is an employee who breaks down a carcass, side, quarter or other piece using a saw, either for the pre-work-up for boning or in accordance with required specifications.

A.2.6 Skin classer is an employee accredited to assess the categories or grades into which sheep skins are sorted in accordance with predetermined specifications.

A.2.7 Slaughterer in a meat manufacturing establishment or a meat retail establishment (other than a tradesperson slaughterer) is competent to perform slaughtering tasks in accordance with the employer's specifications.

A.2.8 Slaughterer Class 1 is an employee who performs the indicative tasks set out in the classification stream.

A.2.9 Slaughterer Class 2 is an employee who performs the indicative tasks set out in the classification stream.

- A.2.10 Slaughterer Class 3** is an employee who performs the indicative tasks set out in the classification stream.
- A.2.11 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.
- A.2.12 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 including that of mixing-machine operator, butcher, boner, salter and/or pickle pumper, cooker, filler, linker and table hand, but smallgoods maker does not include a person making smallgoods in a meat retail establishment.
- A.2.13 Trade qualified slaughterer** is an employee who is competent to slaughter to completion all species of animal to approved standards and who has an accredited and relevant trade qualification.
- A.2.14 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.

A.3 Classifications

A.3.1 Meat Industry Level 1

An employee at this level will be a person with no experience in the industry undergoing on-the-job training for an initial period of at least three months.

A.3.2 Meat Industry Level 2

An employee at this level will be performing the following indicative tasks:

Meat retail establishment stream	Order person delivering meat/meat products.
Meat manufacturing establishment stream	Linker, table hand; Slaughterer's assistant; Curing section assistant required to do salting; Washing, drying, smoking section assistant; Retort; Employee in lard section.

A.3.3 Meat Industry Level 3

An employee at this level will be performing the following indicative tasks:

Meat manufacturing establishment stream	Filerman; Packing-room hand;
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All meat industry streams

Slicing and/or operating scales, packing ham or bacon and/or operating closing machine.

Employee directly connected to the slaughter floor—tasks such as moving cattle/sheep up the race;

Employee indirectly connected with the slaughter floor—tasks such as cleaning tripe by machine/hand;

Separating and/or handling offal at the eviscerating table;

Removing head meat;

Bagging lambs;

Labourers associated with boning and slicing activities;

Labourer associated with by-product activities;

Strapping or wiring-machine operator or vacuum machine operator;

Operating Whizzard Knives;

Wrapping, weighing, pricing, packing and packaging uncooked meat;

Salter and/or pickle pumper (arterial or stab);

Chiller room/Freezer room hand;

Loading and unloading labourer;

Storing and packing labourer in or about storage works;

Drover/yardperson/stockperson;
Cleaners;

Labourers involved in tanning or other treatment or processing of skins or hides;
Assistants in buffing, fluffing, curtain coat, splitting, pasting, setting out and sammying;

Machine operators/machinists in tanning or other treatment/processing of skins or hides not elsewhere classified;

Yard person in tanning and/or treatment/processing of skins or hides;

An employee performing clerical and/or office tasks such as maintenance of basic records, basic word processing, typing and

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filing, collating, photocopying, handling and distributing mail, delivering messages, operation of keyboard and other allied and similar equipment.

A.3.4 Meat Industry Level 4

An employee at this level will be performing the following indicative tasks:

Meat retail establishment stream	Smallgoods maker in a meat retail establishment (non trade qualifications); Cooker and/or scalding; Cashier; Loaders and labourers in areas such as wholesale meat markets.
Meat manufacturing establishment stream	Silent-cutter operator; Mixing machine operator; Smallgoods seller from a vehicle; Cutter up, guillotine operator, derinding machine operator; Packer and/or scaler (smallgoods); Ham & bacon curer.
Meat processing establishment stream	Slaughterer (calves and beef) Class 3 (feeding cattle from race into box; tying weasands (not in shackling area); washing anus and pit; rodding weasands; removing horns; removal of fore hooves; removing heads by severing spinal cord and placing on table or chain; remove first hind foot; change first leg; remove second hind foot; change second leg; pulling tail; split paddy whack and drop; placing and removing chains on hide stripper and removing tail skin from hide; hide puller; saving sinews from forelegs; push to saw; pull from saw; trimming sides; trimming forces, trimming hinds); Slaughterer (sheep) Class 3 (operate restrainer and stun, shackle to fixed hook, gambrel and slide; insert spreader, rod weasands, remove spreader, opening up, clear rectum gut and bladder, strip rectum gut, tie rectum gut, trimming); Slaughterer (pigs) Class 3 (moving pigs from race to pen, shackling, pushing to scalding, dehairing, tow capping, dropping rectum, shaving, singeing, washing, trimming).

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All meat industry streams	Trimmer; Using knives for cleaning or preparing meat immediately prior to packing; Use of non-licensed product handling equipment; Basic operation of data processing equipment in or about storage works. Driver of motor vehicle not exceeding 6 tonne carrying capacity; In tanning and other treatment/processing of hides or skins, the task of fleshing, buffing, fluffing, curtain coat operating, skating, shaving, glazing, spraying, hand tipping, setting out, sammying In addition to the clerical and/or office tasks listed under Meat Industry Level 3 an employee at this level performs tasks such as more advanced word processing, typing and filing, generating simple documents, date entries, calculating functions, maintenance of records, operates more than basic telephone equipment and message taking.
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A.3.5 Meat Industry Level 5

An employee at this level will be performing the following indicative tasks:

Meat retail establishment stream	Salesperson; Slaughterer (associated with a retail butchers shop).
Meat manufacturing establishment stream	Slaughterer; Tunnel boner.
Meat processing establishment stream	Slaughterer (calves and beef) Class 2 (knocking; shackling (chaining and hoisting); pithing; tying weasands (in shackling area); cheeking; skinning heads; removing forefeet including skinning foot and saving sinew; cleaning and dropping rectum gut and bungs; mark or strip tail; remove muzzle piece; remove fore shanks; cut aitch bone; mark and saw briskets; Slaughterer (pigs) Class 2 (stunning, gambrelling).
All meat industry streams	Slicer; Sawyer; Bench power saw operator (breaking up);

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Employee directly connected to the slaughter floor—tasks such as knocking and making tallow;

Employee indirectly connected with the slaughter floor – tasks such as making tallow;

Lining up, backing down and chopping or sawing down (pigs);

Operator of rendering machinery;

Operator of other by-product machinery;

Driver of motor vehicle exceeding 6 tonne carrying capacity;

Use of licensed product handling equipment;

Tractor driver;

Auto-truck or tow motor drivers;

More advanced operation of data processing equipment than in Meat Industry Level 4 in or about storage works;

In tanning and other treatment/processing of hides or skins, the task of currier, colour matching/mixing, chemical mixing, splitting and classing/sorting not elsewhere covered;

In addition to the clerical and or/office tasks listed in Meat Industry Levels 3 and 4, an employee at this level performs more detailed tasks such as: retrieving data; maintaining appropriate records; transcribing into records; producing more advanced documents; applying knowledge of clerical and/or office operating procedures; sorting and processing and recording from original source documents; identifying and extracting information from internal and external sources; and computer program applications commensurate with tasks.

A.3.6 Meat Industry Level 6

An employee at this level will be performing the following indicative tasks:

Meat processing establishment stream

Slaughterer (calves and beef) Class 1 (sticking including removing sweetbreads; skin first leg; skin second leg; pocketing silverside; resetting; flanking; clearing brisket and venting; siding; necking;

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rumping; backing off; skinning briskets and fore shanks; operating air or conventional knives on hide strippers; operating downward hide-puller; fronting out; sawing down);

Slaughterer (beef)—bed and cradle;

Slaughtering (sheep) Class 1 (stick, first leg (including papering), second leg (including papering and hanging up second leg, cheek, open neck and spear cut, clear neck and forelegs, clear briskets, free and tie weasand, splitting down and removing trotters, flanking, paunching, and/or additional task where no restrainer is used, catch, stick and shackle;

Slaughtering (pigs) Class 1 (sticking, fronting out).

All meat industry streams

Boner;

Carcase grader;

Skin classer;

In addition to the clerical and/or office tasks listed in Meat Industry Levels 3 to 5, an employee at this level requires only some general guidance after training and there is scope for discretion/judgment at this level to provide assistance to clerical persons in clerical levels below.

A.3.7 Meat Industry Level 7

An employee at this level possesses and utilises trade qualifications:

All meat industry streams

Trade qualified slaughterer;

General butcher;

Smallgoods maker.

A.3.8 Meat Industry Level 8

An employee at this level has duties above those of a general butcher tradesperson.

Meat retail establishment stream

General butcher in charge of a meat retail establishment.

Schedule B—National Training Wage

Schedule C—School-based Apprenticeship

- C.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- C.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- C.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- C.4** For the purposes of clause C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- C.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- C.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- C.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- C.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- C.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- C.10** If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- C.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule D—Supported Wage System

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

D.2 In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

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

D.4.2 Provided that the minimum amount payable must be not less than \$69 per week.

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$69 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.