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**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s23 application for award or variation of award

**Tasmanian Trades and Labor Council**

(T11548 of 2004)

Private Sector Awards

**Tasmanian Trades and Labor Council**

(T11564 of 2004)

Private Sector Awards

**Tasmanian Trades and Labor Council**

(T11566 of 2004)

Private and Public Sector Awards

**FULL BENCH:**

PRESIDENT P L LEARY

COMMISSIONER T J ABEY

COMMISSIONER J P McALPINE

**Wage Rates – State Wage Case July 2004 – applications to vary private sector awards in a manner consistent with the Australian Industrial Relations Commission in Print PR002004 – Safety Net Review – Award rates to be increased by \$19 per week – Wage related allowances increased by 3.5% - Meal allowances increased to \$12.70 – Supported Wage increased to \$61 per week – Operative date ffpp 1 August 2004 – State Minimum Wage determined at \$467.40 – s.35(1)(b)**

**MEAT PROCESSING INDUSTRY AWARD**

**No. 1 of 2004  
(Consolidated)**

CLAUSES 4, 5, 8 AND 9 ARE VARIED, AND THE AWARD IS CONSOLIDATED:

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## **1. TITLE**

This award shall be known as the "Meat Processing Industry Award".

## **2. SCOPE**

This award is established in respect of the industry of:

- (a) export abattoirs, licensed as such under the *Export Control Act 1982*; or meat premises, licensed as such under the *Meat Hygiene Act 1985*; or
- (b) manufacturing of smallgoods; or
- (c) processing of meat, meat products, game meat, poultry and pet food; or
- (d) some or all of (a), (b) and (c) above.

**PROVIDED** that this award includes the following -

- (e) wholesaling of meat, meat products, game meat, poultry and pet food; or
- (f) retailing of meat, meat products, game meats, poultry and pet food;

where undertaken in conjunction with (a), (b), (c) or (d) of this clause.

## **3. ARRANGEMENT**

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#### **4. DATE OF OPERATION**

This award shall be operative from the first full pay period commencing on or after 1 August 2004.

#### **5. SUPERSESSION AND SAVINGS**

This award incorporates and supersedes the Meat Processing Industry Award No. 1 of 2003 (Consolidated).

**PROVIDED** that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

#### **6. AWARD INTEREST**

(a) The following employee organisations have an interest in this award under Section 63(10) of the *Industrial Relations Act, 1984*:

- (i) The Australasian Meat Industry Employees Union, Tasmanian Branch;
- (ii) The Australian Workers' Union, Tasmania Branch;

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- (b) The following employer organisation has an interest in this award under Section 63(10) of the *Industrial Relations Act, 1984*:
- the National Meat Association of Australia (Tasmanian Division);
- (c) The following organisation is deemed to have an interest in this award pursuant to Section 62(2) of the *Industrial Relations Act 1984*:
- the Tasmanian Chamber of Commerce and Industry Limited
- (d) The following organisation is deemed to have an interest in this award pursuant to Section 62(3) of the *Industrial Relations Act 1984*:
- the Tasmanian Trades and Labor Council.

## **7. DEFINITIONS**

- (a) Classification Definitions

### **Meat Industry Employee Entry Level - Wage Relativity to a Meat Industry Employee - Level is 80%)**

**Meat Industry Employee - Entry Level** is an employee appointed by the employer to this level who is undertaking up to three months training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal opportunity and quality control/assurance.

An employee at this level performs duties under direct supervision and to the level of the employee's training.

### **Meat Industry Employee - Level 1 - Wage Relativity to a Meat Industry Employee - Level 5 is 85%)**

**Meat Industry Employee - Level 1** is an employee who has completed up to three months structured training, so as to enable the employee to perform work at this level.

An employee at this level performs duties under direct supervision and to the level of the employee's training.

- (i) works under direct supervision either individually or in a team environment;
- (ii) understands and undertakes basic quality control/assurance and hygiene procedures including the ability to recognise basic quality and hygiene deviations/faults;

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- (iii) understands and utilises basic statistical /record keeping procedures;

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

- \* house keeping duties;
  - \* customer sales and service (for the first 494 hours of employment) including cash register operation, wrapping, packaging product, value adding;
  - \* work of a routine nature including:- wrapping, weighing. packaging, maintains simple records;
  - \* general labouring and cleaning duties;
  - \* packing room hand including spotting;
  - \* table hand;
  - \* wizzer knife operator;
  - \* general hand;
  - \* repetitive work on automatic, semi-automatic or single purpose machines or equipment including vacuum and carton machines;
  - \* groundsman, drover assistant.
- loader
  - meat lumper

**Meat Industry Employee - Level 2 - Wage Relativity to a Meat Industry Employee - Level 5 is 88.0%)**

**Meat Industry Employee - Level 2** is an employee appointed by the employer to this level who has sufficient training and/or experience to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at wage group level I (as defined) and to the level of the employee's training:

- (i) works under direct supervision either individually or in a team environment;
- (ii) understands and undertakes basic quality control/assurance and hygiene procedures including the ability to recognise basic quality and hygiene deviations/faults;
- (iii) understands and utilises basic statistical/record keeping procedures.

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

- \* machine setting, loading and operation;
- \* boning, slicing, trimming;
- \* saw operator;
- \* receiving, despatching, distributing, packing, documenting, and recording of goods and materials in a store or warehouse;

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- \* licensed operation of materials in a store or warehouse;
- \* de-rinding machine operator;
- \* customer sales and service (for second 494 hours of employment);
- \* operate telephone systems, facsimile machines, or photocopiers;
- \* process incoming and outgoing mail;
- \* prepare and collate documents, sort and file documents using an established paper based filing system;
- \* basic keyboard skills;
- \* salter scalding cooker;
- \* tagging machine operator;
- \* linker;
- \* work in a freezer chamber;
- \* fork lift driver;
- \* drover and penner up including chickens;
- \* tripepersons;

**Meat Industry Employee - Level 3- Wage Relativity to a Meat Industry Employee - Level 5 is 90%)**

**Meat Industry Employee - Level 3** an employee appointed by the employer to this level who has sufficient training and/or experience to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at Level 2 (as defined) and to the level of the employee's training:

- (i) works from complex instructions and procedures;
- (ii) assists in the provision of on-the-job training to a limited degree;
- (iii) co-ordinates work in a team environment or works individually under general supervision;
- (iv) is responsible for assuring the quality of the employee's own work.

Indicative of the task which an employee at this level may perform in addition to those at Level 2 are the following:

- \* driving motor vehicle; including van sales and delivery;
- \* fillerperson;
- \* operation of switchboard or typewriter, utilise basic word processing skills;
- \* basic computer skills enabling entering and retrieving data;
- \* maintaining filing and records system;
- \* boiler attendant;
- \* security;
- \* computer scales operator;
- \* criteria/lab assistant.

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**Meat Industry Employee - Level 4 - Wage Relativity to a Meat Industry Employee - Level 5 is 95%)**

**Meat Industry Employee - Level 4** is an employee appointed by the employer to this level who has completed sufficient training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at Level 3 (as defined) and to the level of the employee's training:

- (i) works from complex instructions and procedures;
- (ii) assists in the provision of on-the-job training to a limited degree;
- (iii) co-ordinates work in a team environment or works individually under general supervision;
- (iv) is responsible for assuring the quality of the employee's own work.

Indicative of the tasks which an employee at this level may perform in addition to those at Level 3 are the following:

- \* precision boning;
- \* carcass skinning and quality grading;
- \* operation of automatic dry rendering machine;
- \* customer sales and service (after 996 hours of employment);
- \* driver vehicle over 4.5 mt GVM capacity;
- \* refrigeration attendant.

**Meat Industry Employee - Level 5 - Wage Relativity to a Meat Industry Employee - Level 5 is 100%)**

**Meat Industry Employee - Level 5** is an employee appointed by the employer to this level who, while still being primarily engaged in meat processing and sales work applies the skills acquired through the successful completion of a trade certificate level qualification in the production, distribution, or stores functions according to the needs of the enterprise, or an employee with equivalent clerical experience or qualification. This Level shall also include tradespersons engaged in other than meat processing.

A Meat Industry Employee - Level 5 employee works above and beyond an employee at Level 4 (as defined) and to the level of the employee's training:

- (i) understands and applies quality control techniques;
- (ii) exercises good interpersonal communications skills;
- (iii) exercises discretion within the scope of this grade;
- (iv) exercises keyboard skills at a level higher than level 4 (as defined);

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- (v) performs work under general supervision either individually or in a team environment;
- (vi) able to inspect products and/or materials for conformity with established operational standards.

Indicative of the tasks which an employee at this level may perform in addition to those at Level 4 are as follows:

- \* tradesperson - slaughterer
- \* tradesperson - making smallgoods, mixing machines or sausage casings;
- \* tradesperson - bacon curing including general assistants cutters rollers bacon trimming;
- \* tradesperson - general butcher;
- \* tradesperson - carpenter, painter, fitter, electrical mechanic, first class welder or boilermaker;
- \* operation of computer to create a database file structure, a spreadsheet/worksheet, a graphic, or an accounting/payroll file;
- \* maintenance of stock inventory, accounts, finance, and personnel records;
- \* process transactions such as cheques, invoices, debit/credit items, and payroll data;
- \* able to take shorthand notes at 70 wpm at 95% accuracy;
- \* supervision of less than five other clerical employees.

**Meat Industry Employee - Level 6 - Wage Relativity to a Meat Industry Employee - Level 5 is 105%)**

**Meat Industry Employee - Level 6** is an employee appointed by the employer to this level who works above and beyond a person at Level 5 (as defined) and to the level of the employee's training.

- (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed.
- (ii) exercise discretion within the scope of this grade;
- (iii) works under general supervision either individually or in a team environment;
- (iv) understands and implements quality control techniques;
- (v) provides trade level guidance and assistance as part of a work team;

Tasks which an employee at this level may perform which are normally performed by a tradesperson are subject to the employee having the appropriate trade and post trade training to enable them to perform particular tasks.



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Indicative of the tasks which an employee at this level may perform in addition to those at Level 5 are as follows:

- \* tradesperson who has completed at least six appropriate modules towards a relevant Advanced Certificate or Associate Diploma;
- \* formatting complex documents including technical data, tables, graphs. Produce documents requiring specified legal form or to comply with regulations or standards;
- \* using advanced knowledge of software packages, including developing new databases or spreadsheets models, modifying existing data, performing reconciliation;
- \* supervision of clerical employees including allocating tasks to individuals checking work progress and correcting errors. Normally 5 or more subordinates would be involved;

**Meat Industry Employee - Level 7 - Wage Relativity to a Meat Industry Employee - Level 5 is 110%)**

**Meat Industry Employee - Level 7** is an employee appointed by the employer to this level who above and beyond a person at Level 6 (as defined) and to the level of their training.

- (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification;
- (ii) provides trade level guidance and assistance as part of a work team;
- (iii) assists in the provision of training in conjunction with supervisors and trainers;
- (iv) understands and implements quality control techniques;
- (v) works under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training or equivalent, or equivalent clerical experience of qualifications to enable the employee to perform the particular indicative tasks:

- \* tradesperson who has completed at least 12 appropriate modules or a relevant Advanced Certificate or Associate Diploma;
- \* applying knowledge of export and customs documentation requirements and procedures. Knowledge of employment legislation;
- \* posting transactions to ledger and preparing a trial balance, preparing financial/tax schedules, calculating costings;
- \* assisting in the development of work quality and performance of clerical section, solving operational problems of clerical section and resolving operational problems for staff in lower grades;
- \* tackleperson.

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(b) General Definitions

**'Full-time employee'** means any person who is engaged as such for 38 hours.

**'Part-time employee'** means a person engaged to regularly work for less hours per day or per week than those hours prescribed in Clause 19- Hours for a full-time employee (as defined).

**'Intermittent employee'** means any person whose period of employment, whether for full or part-time, exceeds 5 consecutive days, but whose employment is terminable by the employer in accordance with the employer's requirements.

**'Casual employee'** means a person who is engaged on an irregular basis to perform a specific task(s) or employed over a defined time period.

**'Afternoon shift'** means any shift finishing after 7.00pm and at or before midnight.

**'Night shift'** shall mean a shift other than a rostered day or afternoon shift.

**'Rotating Shift Employee'** shall mean an employee that is required to regularly rotate between day shift, afternoon shift and night shift or any two (2) combinations of them.

**'Show Day'** means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of 11 paid public holidays per year.

**'Specially offensive material'** means bone dust, bones, blood manure, dead animals, offal, fat (including that which is carted from hotels and restaurants or other places in containers), tallow in second-hand casks, or in second-hand iron or steel drums, green skins, raw hides and sheep skins when fly-blown or maggoty, sausage skin containers, except when packed in non-leaky containers for consumption, saltcake, spent oxide, hair and fleshings, soda ash, muriate of potash, sulphur ex wharf, and sheep's trotters (known as pie), sulphuric acid of the strength of 96% or 98% in cases where the carter is required to handle individual jars, stable, cow or pig manure, meat meal, liver meal, blood meal, TNT and other goods which the Tasmanian Industrial Commission shall decide from time to time are specially offensive goods.

(c) Special Definitions

**Duties of a Person Performing Slaughtering Work**

The duties of the employees in beef, mutton and pork slaughterhouses shall be those set out hereunder:

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(i) Beef

Shooting or knocking down, tipping out of crush, shackling, lifting to bleeding rail, sticking, bleeding, tying weasand, removing sweetbread, cutting off fore feet, fleecing cheeks, rodding or freeing of weasand, removing snout, skinning, skinning first leg and tail, ring tie and drop rectum, remove first hind foot and place in chute, placing first leg to roller on rail and freeing second leg from bleeding chain, place bleeding chain and roller to return rail, skin and remove second leg, flanking and if required rumping, opening up and sawing brisket, putting chains on hides and operating hide puller, release hide to hide chute, remove head and place on rail, operate lowerator, fronting out, placing of viscera and offal to viscera truck or table, freeing body skirts, exposing kidneys and removing tail, splitting of carcass, sterilising of knives and equipment.

(ii) Mutton (chain) - Where knocking box and stunning equipment is used.

Stunning, sticking, shackling, skinning and papering first leg, removing trotter, change over first leg to long hook, skinning and papering second leg, remove trotter, insert gambrel and slide, opening hind legs, flanking and clearing brisket, clearing tail, clearing skin to shoulders, placing on spreaders and cheeking, opening neck, remove pull and tie weasand, remove and place sweetbread, knifing brisket, opening fore legs, release spreaders, remove fore feet, pull skin to neck and scalp head, remove skin, opening up and removing caul fat, opening up and removing viscera and pluck and placing viscera on viscera table, splitting brisket and taking out pluck, remove head and drop tongue, sterilising knives and equipment.

(iii) Mutton (Solo)

Catching, sticking, skinning legs and checks and removing trotters, punching briskets, tying weasands, removing sweetbreads, handing up, splitting skin, flanking and thumbing up, clearing tail and rectum gut, punching off skins, scalping off, opening up, removing and hanging of caul fat, gutting, placing viscera on gut table, splitting down brisket, taking out pluck, removal of gall bladder, wiping up, hanging off with head and pluck attached, caul fatting sucker lambs in season, sterilising knives and equipment.

(iv) Pork

Stunning, shackling, sticking, feeding on and off bleeding rail, placing into the handling in placing out of scald tank, operating dehairer, shaving, removing ears and eyelashes and thoroughly cleaning, hanging up, removing viscera and placing on viscera table, tucking up fore feet and handling off, backing down and splitting if required, sterilising knives and equipment.

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**Duties of a Person Performing Boning and Slicing Work**

- (i) A slicer preparing meat for local consumption may be required to remove the neck sticking, bruises, ingesta stains, pieces of bone cartilage, thick trim to 90 percent lean (or specified requirements), skin shins and place meat on table for packing.
- (ii) A slicer preparing meat for USA or other importing countries may be required to remove neck stickins, bruises, blood clots, ingesta stains, pieces of bone cartilage, thick tissue along belly edge of flank (beef only), skin pieces, lymph glands or prepare them for inspections, thick gristle, any foreign matter.
- (iii) Boners, trimmers and slicers on piecework shall work 38 hours per week and the standard of boning, trimming and slicing shall be carried out to the entire satisfaction of the employer.

**8. WAGE RATES**

**1. ADULTS**

- (a) An adult employee of a classification specified herein employed in any of the industries or divisions hereof to which this award applies shall, except as otherwise specified, be paid the weekly wage rate herein assigned to that classification.

	*Base Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Meat Industry Employee Entry Level	80	333.80	142.00	475.80
Meat Industry Employee Level 1	85	354.60	142.00	496.60
Meat Industry Employee Level 2	88	367.10	142.00	509.10
Meat Industry Employee Level 3	90	375.50	142.00	517.50
Meat Industry Employee Level 4	95	396.30	142.00	538.30
Meat Industry Employee Level 5	100	417.20	144.00	561.20
Meat Industry Employee Level 6	105	438.10	144.00	582.10
Meat Industry Employee Level 7	110	458.90	144.00	602.90

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(b) Piecework - Slaughterer

An employee engaged on piecework to perform slaughtering duties shall receive a loading of 10% on the relevant classification rate (ie. Meat Industry Employee Level 5) while on annual leave, sick leave, holidays with pay, rostered days off or compassionate leave.

## **2. JUNIOR WORKERS**

The minimum weekly wage rates that may be paid to junior workers shall be the undermentioned percentages of Level 2 adjusted to the nearest ten (10) cents:

	%
Under 17	50
17 to 18 year old	60
18 to 19 year old	70
19 to 20 year old	80
20 to 21 year old	90

## **3. APPRENTICES**

The minimum weekly wage rate for apprentices engaged as an apprentice slaughterer, apprentice butcher or apprentice smallgoods person shall be the undermentioned percentages of the tradespersons wage contained in Level 5:

	%
First year	50
Second year	65
Third year	72
Fourth year	95

**PROVIDED** that employees employed as apprentices and who do not receive accredited off-the job technical training shall be paid the relevant tradespersons weekly wage rate as set out in Wage Rates - Level 5.

## **4. PIECEWORK RATES**

By mutual agreement between the employer and the employee piecework may be worked and if so, piecework rates may be paid as follows:

(a) Cattle -	\$
1. Works registered for export	
(i) When dressed on a cradle	7.2341
(ii) Using mechanical hide puller	6.5106
2. Works not registered for export	9.3008
3. Killafaddy	7.2335
4. Cobbs Hill	7.2335

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Bulls and/or bull stags 181.5 kg and over shall be paid for at double the appropriate cattle rate.

(b) Sheep and/or Lambs -

1.	Solo	1.9125
2.	Cobbs Hill	1.5778
3.	Chain (in works registered for Export)	1.5778

(c) Calves (dressed carcass weights) -

1.	22.75 kg and under	1.8198
	22.76 kg to 36.25 kg	3.1033
	36.26 kg to 54.5 kg	4.8092
	54.51 kg to 113.5 kg	6.4904
	113.51 kg and over to be classed as cattle	
2.	Calf-chain where mechanical hide puller is operated	1.5020

(d) Pigs (dressed carcass weight) -

	Manual \$	Machine \$
1.		
	27.25 kg and under	4.3054
	27.26 kg to 54.5 kg	5.7621
	54.51 kg to 90.75 kg	7.2466
	90.76 kg and over	11.6423
2.	Boars, 55.0 kg and over (except intensive lot fed boars)	8.6353

(e) Rams and Ram Stags -

1.	Solo	3.8248
2.	Cobbs Hill	3.1556
3.	Chain (in works registered for export)	3.1556

(f) Ram lambs (up to first showing of two teeth) -

1.	Solo	2.8685
2.	Cobbs Hill	2.3668
3.	Chain (in works registered for export)	2.3668

(g) **Boners** may be employed at the following piecework rates:

- (i) Mutton - \$1.3358 for each carcass;  
rams shall be paid at double rates whenever done;

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Birdcage sheep - 4 carcasses shall count as 5 sheep;  
sheep, or portion of sheep over 29 kg to be paid for at rate  
and a half.

(ii) Beef -

Standard cut for canning or U.S.A. Market boneless beef, including the  
removal of fillet in 1 piece - \$1.7492 per quarter;

Boned out as specified cuts or precision boning - \$1.8724 per quarter.

Penalty for heavyweight cows and steers - carcass in excess of 272 kg shall  
be at one and a half times the rate prescribed; bulls shall be paid for at  
double rates whenever done.

**'Precision boning'** means the removal of meat in the form of specified trade  
cuts, or portions of fabricated meats by methods such as seaming which  
requires an increase in the work to be performed by the boner in order to  
complete the task.

Boners shall be required to remove the paddy-whack.

Where boners are required to derive boneless meat for canning or U.S.A.  
Market, boneless beef from pieces of bone-in meat listed above, they shall be  
paid a loading of 15% on the amount prescribed per quarter.

(iii) Calves -

	\$
up to 27.25 kg	1.3627
27.26 kg to 54.5 kg	2.0390
54.51 kg to 90.75 kg	4.0469
over 90.75 kg to be paid at beef prices.	

bird-caged calves - 4 carcasses shall count as 5;  
bird-caged calves boned in the side method with intercostal muscle attached -  
4 shall count as 6.

(iv) Pork -

\$3.8060 per 45.5 kg bone-in weight;  
\$3.0555 per 45.5 kg when de-fatted and de-rinded.

An employee who is required to bone hot meat, ie. meat which has not  
previously been chilled and is boned within 8 hours of slaughtering, shall be  
paid an additional 10% on the appropriate rates prescribed.

An employee who is required to bone boars shall be paid at double the  
ordinary rate.

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(h) **Slicer - Trimmers** may be employed at the following piecework rates:

(i) Mutton -

prepared for local market - \$0.6396 per carcass;  
 prepared for U.S.A. or export market - \$0.7813 per carcass.

(ii) Beef -

prepared for local market - \$1.4621 per quarter;  
 prepared for U.S.A. or export market - \$1.4284 per quarter.

(iii) Veal -

\$

prepared for local market:	
up to 27.25 kg per carcass-	0.3273
27.26 kg to 54.5 kg per carcass-	0.4454
54.51 kg to 90.75 kg to carcass-	0.9415
prepared for U.S.A. or export market	
up to 27.25 kg per carcass-	0.6396
27.26 kg to 54.5 kg per carcass	1.0088
54.51 kg to 90.75 kg per carcass	1.7526
penalties, bulls and rams - 1 shall equal 1 1/2	

(iv) Additions to Piecework Rates

(A) Mutton (Export)

Squaring and deseaming backstraps - an additional 5% per carcass.

(B) Beef (Export)

- (1) Denuded topside - an additional 6.25% per hind quarter.
- (2) Seaming shin muscle from silverside - an additional 2.5% per hind quarter.

(v) Silverside Flats and Eyes - an additional 2.5% per hind quarter.

**5. SUPPORTED WAGE SYSTEM**

(a) Eligibility Criteria

Subject to this subclause an employer may engage employees at a supported wage rate (as set out in paragraph (c) of this subclause) who meet the impairment criteria for receipt of a Disability Support Pension and who, because of their disability, are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged.



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**PROVIDED** that this subclause 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 current employment.

**PROVIDED ALWAYS** that this subclause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under Section 10 or under Section 12A of the above Act, or if a part only has received recognition, that part.

(b) For the purposes of this subclause:

**'Supported Wage System'** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.

**'Accredited 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.

**'Disability Support Pension'** means the pension available under 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.

**'Assessment instrument'** means the form 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.

(c) Supported Wage Rates

Employees to whom this subclause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed capacity (paragraph (d))	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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**PROVIDED** that the minimum amount payable shall be not less than \$61 per week.

(d) Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to a supported wage employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (i) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;
- (ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(e) Lodgment of Assessment Instrument

- (i) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.
- (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(f) Review of Assessment

The assessment of the applicable percentage shall be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the supported wage provisions of this subclause shall be entitled to the same terms and conditions of employment as all other workers covered by this award who are paid on a pro rata basis.

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(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this subclause shall 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.

(i) Trial Period

- (i) 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 subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (d) and (e).
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$61 per week or such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph (c) hereof.

## **6. MINIMUM WAGE**

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

(b) Amount of Adult Minimum Wage

- (i) The minimum wage for full-time adult employees not covered by Clause 5. Supported Wage System is \$467.40 per week.
- (ii) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause applicable to the employee concerned to the amount of the minimum wage specified in subclause (b)(i).

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- (iii) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in subclause (b)(i) according to the number of hours worked.
- (c) How the Minimum Wage Applies to Juniors
- (i) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (c)(ii) is greater.
  - (ii) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause (b)(i).
- (d) Application of Minimum Wage to Certain Employees
- Due to existing applicable award wage rates being greater than the relevant proportionate minimum wage, this clause will not apply to employees falling within the scope of the National Training Wage (Tasmanian Private Sector) Award and Trainees undertaking an apprenticeship.
- (e) Application of Minimum Wage to Award Rates Calculation
- The minimum wage:
- (i) applies to all work in ordinary hours;
  - (ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and
  - (iii) is inclusive of the arbitrated safety net adjustment provided by the July 2004 State Wage Case Decision (T11548 of 2004) and all previous safety net and state wage case adjustments.

## **9. ALLOWANCES**

### **Drivers**

A smallgoods seller who operates a refrigerated vehicle shall be paid per week an extra \$4.10.

Motor, drawing trailer \$1.90 per day extra.

Further additional amount for employee carting specially offensive material - \$3.10 per week extra.

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Further additional amount for driver who loads and/or unloads carcasses - \$2.60 per week extra.

### **Driver's Licence**

If an employee employed in any of the classifications in respect of which this award is made uses the employee's driver's licence exclusively in the business of driving any class or type of motor vehicle in respect of which such employee is required to hold a licence, the employee's licence fee shall be paid by the employer at the time of the employee taking annual leave.

### **First Aid**

The employer shall provide and maintain a sufficient first aid box for injured employees. Such first aid box shall be to the satisfaction of the Tasmanian Industrial Commission.

An employee who holds current first aid qualifications from St. John Ambulance or similar body, and who is appointed by the employer to perform first aid duty shall be paid \$1.45 per day extra.

### **Freezers**

An employee required to work in temperatures:

- (a) from -2 to -16 degrees C., shall be paid per hour extra 0.14 cents
- (b) from -16 to -18 degrees C., shall be paid per hour extra 0.40 cents
- (c) from -18 to -21 degrees C., shall be paid per hour extra 0.54 cents
- (d) in excess of -21 degrees C., shall be paid per hour extra 0.72 cents

**PROVIDED** that employees engaged in the sawing and packing of frozen meat cuts shall be paid per hour, whilst so engaged 0.42 cents.

### **Incidental Expenses**

Where an employee is involved in meeting the cost of fares, accommodation or other expenses incurred as a result of attending for work to which the employee is directed by the employer, the employee shall be reimbursed for all expenses reasonably incurred.

When required to use the employee's own vehicle, the employee shall be paid an allowance of 41 cents per kilometre.

### **Leading Hands**

Leading hands not otherwise provided for:

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In charge of 3 to 10 employees	-	\$20.00 per week extra
In charge of 10 to 20 employees	-	\$29.50 per week extra
In charge of 20 or more employees	-	\$38.20 per week extra

### **Maintenance**

Employees classified in item 3 hereof who are holders of an 'A' Grade licence shall be paid an additional allowance of \$12.80 per week.

A licence nominee shall be paid an allowance of \$35.80 per week in addition to the weekly wage.

### **Meals**

An employee (other than an employee employed in an abattoir) who is required overtime for more than one and one half hours without being notified the previous day shall either be supplied with a meal by the employer or be paid a meal allowance of \$12.70.

### **Other Allowances**

In addition to the rates prescribed above, to compensate for the disabilities of the industry not otherwise provided for in this award, employees shall be paid an allowance of :

- (a) \$14.70 per week when engaged upon construction work, and
- (b) \$7.30 per week when engaged upon maintenance work.

An employee engaged on work of cleaning or scraping any boiler, flue or economiser shall whilst so employed be paid an additional amount per hour to the employee's ordinary or overtime pay of \$1.20.

### **Penalty Rates For Slaughtering**

- (a) Treble rates shall be payable for diseased sheep, lambs, cattle and pigs which are condemned by the Meat Inspector for tuberculosis or for diseases contagious to human beings.

Any dispute arising out of this subclause shall be referred to the Stock Inspector for adjudication and his decision shall be final and binding on the employer and the employees.

- (b) Cattle that have to be carted in or dragged to the killing floor shall be paid for at time and a half or rate and a half.
- (c) If, in the opinion of the Superintendent or the Superintendent's nominee, sheep are unreasonably dirty or objectionable, payment shall be made at double rates.

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- (d) Double woolled sheep (ie.) sheep which have in excess of 18 months wool) payment shall be made at double rate.
- (e) For solo slaughtering sheep weighing from 29.00kg to 40.75kg dressed weight shall be paid for at rate and a half.
- (f) Sheep weighing over 40.75kg shall be paid for at double rates.
- (g) Rams weighing 40.75kg and over dressed weight shall be paid for at treble rates.
- (h) Any employee other than a slaughterer who is required to cut and handle any stock condemned by a veterinary officer or meat inspector for tuberculosis or for diseases contagious to human beings shall be paid the following penalty rates:

65 cents per head for pigs, sheep and calves and \$1.30 per head for cattle.

### **Saving Serum and Skinning Slink**

An employee required to perform the task or tasks of saving foetal calf serum or skinning slinks shall in addition to the employee's normal rate of pay prescribed by this award be paid as a penalty payment for each hour or part thereof the employee is engaged on either or both of such tasks an amount of \$1.11.

### **Tools of Trade**

All employees (other than pieceworkers) engaged in classifications that are proclaimed as trades under the *Vocational Education and Training Act, 1994* shall either be supplied with all tools by the employer or be paid a tool allowance of not less than \$9.00 per week.

Pieceworkers shall supply their own tools of trades.

An Employer shall provide each apprentice with such tools as are customarily used in the trade, such tools to remain the property of the employer.

Employees (including juniors) other than those mentioned above shall be supplied with all tools and equipment or be paid an allowance of \$1.00 per week.

**PROVIDED** that such allowances shall not be subject to adjustment when computing payments for shifts penalty rates, for weekend or holiday work, for overtime or for any other purpose.

### **Travelling**

When an employee uses the employee's own motor vehicle at the request of the employer the employer shall be paid an allowance of 38 cents per kilometre travelled in the course of the employee's duties.

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### **FOLLOW-ON LABOUR SLAUGHTERER SECTION**

The rates to be paid to follow-on labour for overs shall be 10 cents for sheep and lambs and 51 cents for cattle or calf equivalents:

Weight for calf equivalents:

22.75 kg and under	11 cents
22.76 kg to 36.25 kg	11 cents
36.26 kg to 54.5 kg	19 cents
54.6 kg to 113.5 kg	32 cents

Payment for overs shall be made to follow-on labour for cattle, sheep and lambs processed by slaughterer in excess of the prescribed weekly tallies.

That an additional payment of 19 cents per head be paid to follow-on labour employed in the Pig Slaughtering Section for all pigs processed in excess of 200 per week per slaughterer. In the calculation of the number processed on any week each pig shall be counted as one unit irrespective of weight and type.

### **10. AMENITIES**

In all abattoirs and factories (excluding retail) the employer shall provide a dryer or some other satisfactory heating process to enable employees to dry clothes, etc., used in the course of their employment.

### **11. APPRENTICES AND JUNIORS**

- (a) No person under the age of 20 years shall be permitted to work in any of the occupations that are proclaimed as trades under the *Vocational Education and Training Act, 1994*, unless a scheme of Arrangement is in place in accordance with the Act.

**PROVIDED** that employees engaged as apprentices who do not receive available and accredited off-the-job technical training shall be paid the relevant tradesperson weekly wage rate.

- (b) The scheme of arrangement relating to apprentices shall be in accordance with the requirements of the *Vocational Education and Training Act, 1994* and such regulations applying to that Act.

Apprentices shall not be required to work in excess of the following maximum hours of weekly overtime:



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First	4 hours
Second year	6 hours
Third year	8 hours

The employer shall be responsible for reimbursement of fees and levies paid by an apprentice as an integral part of the off-the-job training of that apprentice provided:

- (i) the apprentice produces receipts as proof of payment of such fees or levies;
- (ii) the apprentice produces a report from TAFE which demonstrates a good attendance record, good conduct and a satisfactory performance result.

Such reimbursement shall occur at the successful conclusion of each year of apprenticeship.

### **Weight Limitations For Junior Employees**

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

Males:

Under 16 years of age - 14kg  
16 but under 18 years of age - 18kg

Females:

Under 16 years of age - 9kg  
16 but under 18 years of age - 11.5kg  
18 years of and age and over - 16kg

Junior workers while under instruction may be employed from Entry Level to Level 5.

Junior workers tasks as defined:

- a. clerical duties;
- b. ticketing, stringing, branding;
- c. carton making;
- d. wizzard knife.
- e. customer sales and service including scales and cash register operation, wrapping packaging product including smallgoods and value adding;
- f. van deliveries

### **RATIO -**

Not more than one junior worker or apprentice to three adults or part thereof shall be employed.

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## **12. CONSULTATIVE PROCEDURES**

- (a) The parties to the award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the industry covered by the scope of this award, and to enhance the career opportunities and job security of employees in the industry.
- (b) At each enterprise or establishment, the employer and the employees shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that enterprise or establishment. Measures raised by the employer and the employees for consideration consistent with the objectives of subclause (a) herein shall be processed through that consultative mechanism and procedures.
- (c) Where enterprise consultative committees are established the employees shall be represented at least equally on the committee by duly elected employee representatives one of whom shall be the union representative.
- (d) Measures raised for consideration consistent with subclause (b) hereof shall be related to the implementation of a new classification structure, facilitative provisions contained in the award and matters concerning training.
- (e) Award restructuring should be given its wider meaning, and should not be confined to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an ongoing basis.
- (f) The union reserves the right to advise its members on award issues under discussion.
- (g) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
  - (i) Developing a more highly skilled workforce;
  - (ii) Providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (iii) Removing barriers to the utilisation of skills acquired.
- (h) Any disputes arising in relation to the implementation of this clause shall be subject to the provisions of the resolution of disputes clause.

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### **13. CONTRACT OF EMPLOYMENT**

(a) General

- (i) Upon commencing work with an employer, all employees shall be classified at a level prescribed in Clause 8 - Wage Rates of this award.
- (ii) Further all employees prior to commencement of duties shall be provided with advice in writing, of the classification level to which they have been appointed, upon which they shall remain and be paid the wage rate thereof until reclassified. Further advice in writing will be issued by the employer if an employee is reclassified.

An employer may direct an employee to carry out such duties as are within the limit of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.

This provision does not deny such employees any award entitlement which might be applicable for performing work of a higher classification; nor should the provision enable the employer to pay an employee at a rate lower than the employees' substantive classification for performing work of a lower classification.

- (iii) The employer shall be entitled to deduct payment for any time the employee cannot be usefully employed because of any strike, or through any breakdown of machinery or any stoppage of work or by any cause for which the employer cannot reasonably be held responsible.

(b) Full-time Employees (as defined) shall be engaged by the week.

(c) Part-time Employees (as defined)

- (i) A Part-time employee (as defined) engaged to work less than 15 hours per week shall be paid, per hour, one thirty-eighth of the appropriate classification rate prescribed in Clause 8 - Wage Rates of this award.

In addition thereto such employee shall receive 20% of the ordinary hourly rate in respect of each hour for which the employee is paid; such additional amount to be payment in lieu of annual leave, public holidays and sick leave.

- (ii) Part-time employees (as defined) engaged to work 15 or more hours per week shall be entitled to the holidays, annual leave and sick leave as prescribed in Clause 18 - Holidays with Pay and Clause 20 - Leave provided that payment therefore shall be made at the rate normally payable per hour shall be one thirty-eighth of the appropriate classification rate prescribed in Clause 8 - Wage Rates.

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**PROVIDED** that by agreement between the employer and the employee affected payment in lieu of the abovementioned entitlements may be made in the manner prescribed in subclause (i) of this clause.

- (iii) A part-time employee (as defined) shall have only one engagement consisting of consecutive hours per day with any one employer.
  - (iv) No part-time employee (as defined) shall be employed for less than three hours for work performed on any given day within the span of ordinary hours prescribed in Clause 19 - Hours.
  - (v) For a part-time employee (as defined) written advice as prescribed in subclause (a) (ii) of this clause shall in addition clearly state that the employee is engaged as a part-time employee (as defined).
- (d) Casual Employees (as defined)
- (i) For a casual employee (as defined) written advice as prescribed in subclause (a) (ii) of this clause shall in addition clearly state that the employee is engaged as a casual employee (as defined).
  - (ii) The employer shall, at the time of engagement, advise the employee, to the best of the employers' ability, of the period over which they expect to be able to offer ongoing availability of work on an irregular basis and shall regularly review and update this position with the employee as changes occur.
  - (iii) Casual employees (as defined) shall be engaged for a minimum of three hours per engagement.
  - (iv) A casual employee (as defined) for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed for a full-time employee (as defined) engaged at the equivalent classification level for the work performed, plus 20%. Such additional amount to be payable in lieu of annual leave, sick leave, and public holidays.
  - (v) If a casual employee (as defined) is not informed before leaving the job at the end of a days work that, that employee is not required to work on the next day, and such employee attends work and does not commence work on that day, the employee shall be paid a minimum of three hours pay at the appropriate classification rate.
- (e) Intermittent Employee (as defined).
- (i) For an intermittent employee (as defined) written advice as prescribed in subclause (a) (ii) of this clause shall in addition clearly state that the employee is engaged as an intermittent employee (as defined).

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- (ii) The employer shall at the time of engagement, advise the employee, to the best of the employer's ability, of the period over which they expect to be able to offer ongoing availability of work and shall regularly review and update this position with the employee as changes occur.
  - (iii) An intermittent employee may be engaged on either a full time or part time basis.
- (f) Termination of Employment
- (i) Employment of a full-time employee (as defined) or part-time employee (as defined) may be terminated only by the giving of one week's notice by either party or by the payment or forfeiture of one weeks wages as the case may be.
  - (ii) For the purpose of this clause, termination of employment shall include termination with or without notice.
  - (iii) Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or neglect of duty.

#### **14. ENTERPRISE FLEXIBILITY**

- (a) Notwithstanding anything contained in this award, but subject to the provisions of this clause an agreement may be negotiated between the parties.
- (b) An agreement shall be subject to the following requirements:
  - (i) The majority of employees affected by the change must genuinely agree to the change.
  - (ii) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.
  - (iii) The relevant union or unions shall be advised by the employer of his or her intention to commence discussions with employers on an agreement under this clause.
  - (iv) The relevant union or unions must be a party to the agreement.
- (c) Any enterprise agreement shall be signed by the parties, being the employer and the union or unions, and contain the following:
  - (i) The terms of the agreement.
  - (ii) The parties covered by the agreement.
  - (iii) The classes of employees covered by the agreement.

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- (iv) The means by which a party may retire from the agreement.
  - (v) The means by which the agreement may be varied.
  - (vi) Where appropriate, the means by which any dispute arising in respect to the agreement may be resolved.
- (d) An agreement shall be referred to the Tasmanian Industrial Commission.

#### **15. FREEZER CONDITIONS**

- (a) No employee shall be required to work in a freezer chamber longer than 60 minutes continuously without a break of at least 5 minutes.
- (b) No employee shall be required to work in a freezer chamber where the temperature is below -16 degrees C for a period exceeding 30 minutes continuously without being allowed a break of 5 minutes after each continuous 30 minute period.

#### **16. GRIEVANCE PROCEDURE**

The following procedure shall be observed in the resolution of grievance and in the settling of a dispute.

- (a) In the event of a grievance or dispute arising, the matter should first be discussed between the employee(s) concerned and their immediate supervisor.
- (b) Should grievance or dispute not be settled by the discussions referred to in subclause (a) the shop steward shall take the matter up with a nominated company representative.
- (c) Should the matter remain unresolved, the shop steward shall notify the State Secretary of the union. A conference on the matter shall then be arranged between the union and the appropriate management representatives
- (d) If the conference referred to in subclause (c) hereof is unable to satisfactory resolve the dispute, the matter shall be referred to the Tasmanian Industrial Commission whose decision shall be final and binding on both parties.
- (e) Without prejudice to either party, the status quo shall remain while matters is dispute between them are being processed in accordance with the preceding procedure.

#### **17. HANDLING OF CONDEMNED CARCASSES**

The employer shall provide ample quantities of hot water, soap and suitable disinfectants for the use of employees required to handle carcasses of animals condemned by meat inspectors as unfit for human consumption because of disease.

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## **18. HOLIDAYS WITH PAY**

- (a) All employees (other than casual employees (as defined) and part-time employees (as defined) receiving a 20% loading) shall be allowed the following days as paid holidays:

New Year's Day, Australia Day, Hobart Regatta Day, (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), Recreation Day (where Regatta Day is not observed), Christmas Day and Boxing Day.

- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, the employee would have been at work or on paid leave of absence, granted by the employer for a period not exceeding 3 months. Payment in the case of employees on piecework shall be at ordinary time rates.
- (c) Payment to an employee for work performed on holidays mentioned in subclause (a) shall be at the rates prescribed elsewhere in this award.
- (d) If any of the holidays specified herein fall on a Saturday or Sunday and are not observed on an ordinary working day another holiday shall be granted in lieu thereof or an additional day or days added to the employee's annual leave.

## **19. HOURS**

- (a) Day Worker

- (i) The hours of work in respect of which wages are prescribed in Clause 8 - Wage Rates shall be paid shall be 38 per week worked between 5:00 am and 7:00 pm Monday to Friday.
- (ii) Hours of work shall be arranged in accordance with one or more of the methods set out below:
- (A) by employees working less than 8 ordinary hours on each day; or
- (B) by employees working less than 8 ordinary hours on one or more day each week; or
- (C) by fixing one week day on which all employees will be rostered off during a particular work cycle; or
- (D) by rostering employees off on various days of the week during each particular work cycle so that each employee has one week day off during each such cycle; or

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- (E) by banking the days accrued to be taken as days off in accordance with (C) and (D) above to be taken at a time designated by management; or
  - (F) by any other method agreed between the employer and employee(s) provided that the ordinary hours of work do not exceed an average of 38 over an agreed and specified work cycle.
- (iii) Rostered Day Off Falling on Holiday With Pay
- (A) An employee entitled to a rostered day shall not have such day off rostered on a holiday as specified in Clause 18 - Holidays With Pay.
  - (B) Provided that in the event that a public holiday is prescribed after notice is given to such employee of the taking of the rostered day off and such public holiday falls on the day the employee is to take off, the employer shall allow the employee to take such day off on an alternative day upon which such employee is normally rostered to work ordinary hours.
  - (C) Where an employee is sick or injured on the day rostered off in accordance with this clause the employee shall not be entitled to sick pay nor will the employee's sick pay entitlement be reduced as a result of such sickness or injury that day.
- (iv) At each establishment an assessment should be made as to which method of implementation best suits that establishment and the proposal shall be discussed with employees concerned, the objective being to reach agreement on the method of implementation.
- (v) Employees may be required to work in excess of 8 hours ordinary hours per day but not more than 10 ordinary hours per day.
- (vi) Circumstances may arise where different methods of implementation of the 38 hours week apply to various groups, individuals or sections of employees in the plant or establishment concerned.
- (vii) Where the method of implementation adopted is in accordance with subclauses (a)(i)(c), (d) or (e) of this clause the wages paid each week for ordinary hours shall be paid so that in each week when 40 hours (or more) are worked, the time in excess of 38 hours shall be kept in hand and paid to the employee in the pay week(s) that the rostered day(s) off occur; to enable an averaging of payments for ordinary time to occur over the particular work cycle.
- (viii) Where the method of implementation entitles an employee to a rostered day off and such rostered day off falls during annual leave, long service leave or during a period of workers compensation then that rostered day off is lost by the employee.



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(b) Shift Work

Shift work may be utilised by agreement between the employer, the union and employee(s).

(i) Hours of work

The ordinary hours of a shift employee shall be 38 per week to be worked in 5 shifts of 8 hours each. Such shifts shall be worked on any day Monday to Friday.

(ii) Shift Allowances

- (A) Permanent "afternoon shift" employees shall receive 15% in addition to their ordinary time rate of pay.
- (B) Permanent "night shift" employees shall receive 25% in addition to their ordinary time rate of pay.
- (C) Rotating shift employees working "afternoon shift" shall receive 10% in addition to their ordinary time rate of pay.
- (D) Rotating shift employees working "night shift" shall receive 22 1/2% in addition to their ordinary time rate of pay.

(iii) General

- (A) Shift work may not be introduced for less than 5 consecutive working days.
- (B) Nothing in this clause shall restrict the right of the employer to request an employee to work overtime or to work an additional shift.

(c) Make Up Time

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of make up time provided that:-

- (i) An employee may elect, with the consent of the employer, to work "make up time" under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.
- (ii) An employee on shift work 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, at the shift work rate which would have been applicable to the hours taken off.

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- (iii) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.
  - (iv) Once a decision has been taken to introduce an enterprise system of make up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
  - (v) An employer shall record make up time arrangements in the time and wages book each time this provision is used.
- (d) Rostered Days Off

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of Rostered Days Off to provide that:

- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer.
- (iv) An employee or the employees may choose to request a union party to this award to represent their interests in negotiation referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of Rostered Days Off flexibility, in accordance with this clause, its terms must be set on in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record Rostered Days Off arrangements in the time and wages book each time this provision is used.

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## **20. LEAVE**

### **ANNUAL LEAVE**

(a) Period of Leave

(i) Dayworkers

For employees other than casual, or part-time employees, a period of 28 consecutive days' leave shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave).

(ii) Shiftworkers

In addition to the leave prescribed in paragraph (i) above, seven day shiftworkers, who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days' leave including non-working days.

Where an employee with 12 month's continuous service is engaged for part of the 12 monthly period as a seven day shiftworker, the employee shall be entitled to have the period of annual leave prescribed in paragraph (i) increased by one half a day for each month the employee is continuously engaged.

(b) Annual Leave Exclusive of Holidays with Pay.

(i) Subject to this subclause, the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed in Clause 15 - Holidays with Pay, and if any such holidays fall 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 that period one day for each such holiday falling as aforesaid.

(ii) Where a holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon the employee, to attend for work at the employee's ordinary starting time on the working day immediately following that last day of the period of the employee's annual leave the employee shall not be entitled to be paid for any such holiday.

(c) Calculation of Continuous Service

For the purposes of this clause, service shall be deemed to be continuous notwithstanding:

(i) Any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence.

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- (ii) Any absence from work on account of personal sickness or accident and in calculating the period of 12 months' continuous service any such absence as aforesaid shall not, except to the extent of 91 days in any 12 monthly period be taken into account in calculating the period of 12 months' continuous service.
- (iii) Any absence with reasonable cause, proof whereof shall be upon the employee, or leave lawfully granted by the employer, but such absence shall not be taken into account in calculating the period of 12 months' continuous service.

(d) Proportionate Leave on Termination of Service

If after 38 hours continuous service excluding overtime in any qualifying 12 monthly period an employee lawfully leaves that employment or the employee's employment is terminated by the employer, through no fault of the employee, the employee shall be paid pro rata for the leave for which the employee was qualified on the following basis:

One-twelfth of a week's wages in respect of each completed 38 hours of continuous service.

(e) Payment in Lieu Prohibited

The annual leave provided by this clause shall be allowed and shall be taken except as provided in subclause (d) hereof, payment shall not be made or accepted in lieu of annual leave.

(f) Payment for Period of Leave

- (i) All employees, before going on annual leave, other than casual employees or Part-time employees who attract a 20 percent loading in lieu of annual leave, sick leave and holidays with pay shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period.
- (ii) In addition thereto, all full-time employees, shall be paid an annual leave loading which shall be 17.5%.
- (iii) Employees who are not in receipt of a 20 percent loading in lieu of annual leave, sick leave and holidays with pay shall have an entitlement based on the average weekly hours worked in the previous three months divided by 38 multiplied by 17.5% of their fulltime weekly rate.

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(g) Calculation of Service

Where an employer is a successor or assignee or transmittee of a business if an employee was in the employment of the employer's predecessors at the time when the employer became such successor or assignee or transmittee the employee in respect of the period during which the employee was in the service of the predecessor, shall for the purpose of this clause, be deemed to be in the service of the employer.

(h) Leave Allowed Before Due Date

An employer may allow annual leave to an employee before the right thereto has accrued due, but where it is taken in such a case a further period of annual leave shall not commence to accrue until after expiration of the 12 months in respect of which annual leave has been taken before it accrued.

Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, the employer may for each completed month of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of the wage paid on account of the annual leave which amount shall not include any sums paid for any of the holidays prescribed by Clause 15 - Holidays with Pay.

(i) Time of Taking Leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding three months from the date when the right to annual leave accrued.

Annual leave shall be taken in one consecutive period except at the instigation of the employee and with the agreement of the employer leave may be taken in any combination of periods.

(j) Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of single day annual leave absences provided that:

- (i) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.
- (ii) Access to annual leave, as prescribed in paragraph (i) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (iii) An employee and 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.

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- (iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiations referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record these short term annual leave arrangements in the time and wages book as prescribed in this award.

## **CARER'S LEAVE**

### **(a) Paid Carer's Leave**

- (i) In accordance with this subclause, an employee is entitled to use up to a maximum of five days per annum of any current or accrued sick leave entitlement provided for at Clause 20 - Leave of the award for absences to provide care and support for either members of their immediate family or household who need their care and support when they are ill.

Leave may be taken for part of a single day

- (ii) If required the employee must establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to the person being either:
  - (1) a member of the employee's immediate family, or
  - (2) a member of the employee's household.

The term '**immediate family**' includes:-

- (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
- (B) child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent, step parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.

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- (iv) Where practicable the employee must give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (v) In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

(b) Unpaid Carer's Leave

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

(c) Grievance Process

The dispute settlement clause of the award applies to a dispute about the effect or operation of this clause.

**COMPASSIONATE LEAVE**

An employee shall on the death of a wife, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, grandchild, be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will without deduction of pay not exceeding the number of ordinary hours worked by the employee in 3 ordinary days, provided that no payment shall be made in respect of an employee's rostered days off.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

**LEAVE TO ATTEND UNION BUSINESS**

Leave of absence from work to attend union business shall be allowed by the employer to any employee member of the union respondent to this award named by such union provided fair and reasonable notice is given to the employer. Provided that such leave shall be restricted to one employee at a time in the employment of any one employer and such employee shall not be entitled to payment for the time the employee is so absent from work.

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## **PARENTAL LEAVE**

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

### **PART A - MATERNITY LEAVE**

(a) Nature of Leave

Maternity leave is unpaid leave.

(b) Definitions:

For the purpose of this part:

- (i) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (ii) **'Paternity Leave'** means leave of the type provided for in part (B) - Paternity Leave .
- (iii) **'Child'** means a child of the employee under the age of one year.
- (iv) **'Spouse'** includes a de facto or a former spouse.
- (v) **'Continuous service'** means service under an unbroken contract of employment and includes:
  - (A) any period of leave taken in accordance with this clause,
  - (B) any period of part-time employment worked in accordance with this clause, or
  - (C) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for Maternity Leave

- (i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclause (d) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.
- (ii) Subject to subclauses (f) and (i) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.



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(iii) The employee must have had at least twelve months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

(d) Certificate

At the time specified in subclause (e) hereof the employee must produce to her employer:

- (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (ii) 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.

(e) Notice Requirements

- (i) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in paragraph (d)(i).
- (ii) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in paragraph (d)(ii).
- (iii) An employer by not less than fourteen days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (ii) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a Safe Job

Where 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.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (j), (k), (l) and (m) hereof.

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(g) Variation of Period of Maternity Leave

- (i) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:
  - (A) the period of maternity leave may be lengthened once only by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be lengthened;
  - (B) the period may be further lengthened by agreement between the employer and the employee.
- (ii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

- (i) Maternity Leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employee which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

- (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
  - (A) She shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
  - (B) For illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (c) hereof.

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- (iii) For the purposes of subclauses (j), (k) and (l) hereof, maternity leave shall include special maternity leave.
- (iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

- (i) Provided the aggregate of any leave including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

Subject to this part, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(l) Termination of Employment

- (i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (ii) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(m) Return to Work After Maternity Leave

- (i) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

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- (ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

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

(n) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

## **PART B - PATERNITY LEAVE**

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

- (i) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (ii) **'Maternity Leave'** means leave of the type provided for in part (A) - Maternity Leave (and includes special maternity leave).
- (iii) **'Child'** means a child of the employee or the employee's spouse under the age of one year.

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- (iv) **'Spouse'** includes a de facto or a former spouse.
- (v) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.
- (vi) **'Continuous Service'** means service under an unbroken contract of employment and includes:
  - (A) any period of leave taken in accordance with this clause,
  - (B) any period of part-time employment worked in accordance with this clause, or
  - (C) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for Paternity Leave

A male employee, upon production to his employer of the certificate required by subclause (d) - Certification, shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i) an unbroken period of up to one week at the time of confinement of his spouse;
- (ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least twelve months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (e) the employee must produce to his employer:

- (i) 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;
- (ii) in relation to any period to be taken under paragraph (c)(ii) hereof, a statutory declaration stating:
  - (A) he will take that period of paternity leave to become the primary care-giver of the child;

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

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

(e) Notice Requirements

(i) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in subclause (d) hereof.

(ii) The employee shall not be in breach of this subclause as a consequence of failure to give the notice required in paragraph (i) hereof if such failure is due to:

(A) the birth occurring earlier than the expected date; or

(B) the death of the mother or the child; or

(C) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (d) hereof.

(f) Variation of Period of Paternity Leave

(i) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:

(A) the period of paternity leave provided by paragraph (c)(ii) may be lengthened once only by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be lengthened;

(B) the period may be further lengthened by agreement between the employer and the employee.

(ii) The period of paternity leave taken under paragraph (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under paragraph (c)(ii) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

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(h) Paternity Leave and Other Leave Entitlements

- (i) Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this part, notwithstanding any award or other provision to the contrary absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

- (i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.
- (ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

- (i) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by paragraph (c)(ii) hereof.
- (ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

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

(l) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

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- (ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

### **PART C - ADOPTION LEAVE**

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purpose of this part:

- (i) **'Employee'** includes a part-time employee but does not include an employee upon casual or seasonal work.
- (ii) **'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.
- (iii) **'Relative adoption'** occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- (iv) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.
- (v) **'Spouse'** includes a de facto spouse.
- (vi) **'Continuous service'** means service under an unbroken contract of employment and includes:
  - (A) any period of leave taken in accordance with this clause,
  - (B) any period of part-time employment worked in accordance with this clause, or
  - (C) any period of leave or absence authorised by the employer or by the award.



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(c) Eligibility

An employee, upon production to the employer of the documentation required by subclause (d) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i) an unbroken period of up to three weeks at the time of the placement of the child;
- (ii) an unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
  - (A) any period of leave taken pursuant to paragraph (i) hereof; and
  - (B) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

The employee must have had at least twelve months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

(d) Certification

Before taking adoption leave the employee must produce to the employer:

- (i)
  - (A) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
  - (B) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (ii) In relation to any period to be taken under paragraph (c)(ii) hereof, a statutory declaration stating:
  - (A) the employee is seeking adoption leave to become the primary care-giver of the child;
  - (B) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (C) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

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(e) Notice Requirements

- (i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (ii) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than twelve months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
- (iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than fourteen days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under paragraph (c)(i) hereof.
- (iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under paragraph (c)(ii) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (v) An employee shall not be in breach of this part as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (iii) and (iv) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

- (i) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under subclause (c) hereof:
  - (A) the period of leave taken under paragraph (c)(ii) hereof may be lengthened once only by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be lengthened;
  - (B) the period may be further lengthened by agreement between the employer and employee.

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- (ii) The period of adoption leave taken under paragraph (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

- (i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Entitlements

- (i) Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this part, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

- (i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.

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- (ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

- (i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by paragraph (c)(ii) hereof.
- (ii) An employee, upon returning to work after adoption leave, shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

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 shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

(m) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

#### **PART D - PART-TIME WORK**

(a) Definitions

For the purposes of this part:

- (i) **'Male employee'** means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

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- (ii) **'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (iii) **'Spouse'** includes a de facto spouse.
- (iv) **'Former position'** means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this part whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (v) **'Continuous service'** means service under an unbroken contract of employment and includes:
  - (A) any period of leave taken in accordance with this clause;
  - (B) any period of part-time employment worked in accordance with this clause; or
  - (C) any period of leave or absence authorised by the employer or by the award.

(b) Entitlement

With the agreement of the employer:

- (i) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (ii) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (iii) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (iv) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

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(c) Return to Former Position

- (i) An employee who has had at least twelve months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (ii) Nothing in paragraph (i) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

(d) Effect of Part-Time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(e) Pro-Rata Entitlements

Subject to the provisions of this part and the matters agreed to in accordance with subclause (h) hereof, part-time employment shall be in accordance with the provisions of this award which shall apply pro-rata.

(f) Transitional Arrangements - Annual Leave

- (i) An employee working part-time under this part shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this part.
- (ii) (A) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this part, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.  
  
(B) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

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(g) Transitional Arrangements - Sick Leave

An employee working part-time under this part shall have sick leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(h) Part-time Work Agreement

(i) Before commencing a period of part-time employment under this part the employee and the employer shall agree:

- (A) that the employee may work part-time;
- (B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- (C) upon the classification applying to the work to be performed; and
- (D) upon the period of part-time employment.

(ii) The terms of this agreement may be varied by consent.

(iii) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(iv) The terms of this agreement shall apply to the part-time employment.

(i) Termination of Employment

(i) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(ii) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

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(j) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with subclause (h).

(k) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(l) Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (i) limiting the number of employees who may work part-time;
  - (ii) establishing quotas as to the ratio of part-time to full-time employees;
  - (iii) prescribing a minimum or maximum number of hours a part-time employee may work; or
  - (iv) requiring consultation with, consent of or monitoring by a union;
- and such provisions do not apply to part-time work under this clause.

(m) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this part.
- (ii) A replacement employee may be employed part-time. Subject to this subclause, subclauses (e), (f), (g), (h), (i) and (l) of this part apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under this subclause, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iv) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subclause (a)(v) '**Continuous service**' hereof.
- (v) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.



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## **SICK LEAVE**

- (a) An employee, other than one engaged as a casual, intermittent or part-time employee, who is absent from work on account of personal illness or injury (other than a compensable injury) shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:
  - (i) The employee shall be entitled to paid sick leave on the basis of 6.33 hours for each month of continuous service with an employer.
  - (ii) The employee shall, as soon as possible and where practicable inform the employer of the employee's inability to attend for work prior to the commencement of the employee's normal working day, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence.
  - (iii) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that the employee was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed.
  - (iv) The employee shall not be entitled to sick leave credit in excess of 10 days in any 1 year of employment with an employer.
  - (v) Payment for such sick leave credits shall be made at the ordinary time work rate of pay.
- (b) An employee, who shall have been employed on or before 1 September 1973 shall accumulate 76 hours sick leave entitlement from such date on the basis of 6.33 hours for each month of continuous service and thereafter at the applicable date in pursuant years, the employee shall be paid the cash equivalent, to a maximum of 76 hours, of any sick leave entitlement in excess of 76 hours.
- (c) An employee, who is engaged after 1 September 1973 shall accumulate 76 hours sick leave from the date of the employee's engagement on the basis of 6.33 hours for each month of continuous service and thereafter at 1 September in pursuant years shall be paid the cash equivalent, to a maximum of 76 hours, of any sick leave entitlement in excess of 76 hours on the basis of 6.33 hours for each month of continuous service with an employer.
- (d) An employee engaged for a continuous period of 1 month who terminates his/her service or is dismissed by the employer for reasons other than misconduct or neglect of duty shall be paid for all such sick leave entitlements accrued after 1 September 1973 which the employee has to the employee's credit on the basis of 6.33 hours for each 1 month of his employment with the employer.
- (e) An employee, who has an amount of accumulated sick leave entitlement as at 1 September 1973 shall be paid for such entitlement in the following manner:

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Where the employee has been absent by reason of illness or injury (not being covered by workers' compensation) for more than 38 hours in any 1 year, the employee shall draw such extra days from the employee's leave credits which were accumulated prior to 1 September 1973.

- (f) Any dispute arising out of the provisions of this clause shall be referred to the Tasmanian Industrial Commission for determination.

## **21. MATERIALS AND PROTECTIVE CLOTHING**

The clothing provided under this clause shall be in good repair and shall be worn by the employees and must be kept in clean condition. Employees shall make every endeavour to keep clothing and equipment supplied in good order and condition.

- (a) Abattoirs            Clean outer clothing supplied daily.  
Further issues to be made when the item becomes unserviceable.
- (b) Smallgoods        Such clothing that may reasonably be required.

The laundering of such articles in accordance with subclause (b) shall be the responsibility of individual employees.

Any employee in accordance with subclause (a) and (b) fails to meet the dress standard required by the employer may be sent home without pay until the employee presents in an acceptable condition.

The following minimum level of clothing shall be provided free of charge. The clothing remains the property of the employer and the employee shall take special care of the clothing.

<b>Protective Clothing</b>	<b>Conditions</b>
Waterproof Aprons and Boots	Dirty, Greasy or Wet
Rubber Gloves	Casing Workers
Protective Capes/Leggings/Boots/Gloves	Pressure Washing
Waterproof Coats	Outdoor Work
Waterproof Capes and Caps	Defrosting Operations When Ceiling Coils are Installed
Suitable Protective Footwear	Duties in Boning Room
Waterproof Aprons and Boots	Pork Slaughterer
Suitable Shield Type Aprons	Boners/Slicers/Slaughterer
Greatcoats or Freezer Suits, Suitable Gloves & Boots	Freezer Chamber
Aprons, Rubber Boots & Long Gloves Smocks or Coats	Saving Foetal Calf Secrum or Skinning Slinks carry and/or Lifting Hot Meat or Defrosted Meat
Waterproof Clothing, Waterproof Aprons & Suitable Boots	To Wash or Scrub Sheep or Lambs

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Such Tools or Equipment specified by an employer or Authority to be used	For the use in the Performance of Duties
--	--

Employees shall wear all protective/safety clothing as required by the employer in the manner for which it was intended to be worn.

**22. MEAL AND REST PERIODS**

- (a) Employees shall be granted a meal period of not less than 30 minutes nor more than 60 minutes on each working day with the period commencing no earlier than 3 1/2 hours after the commencement of work and commencing no later than 5 1/2 hours after the commencement of work. Each daily period of work shall be unbroken except by the prescribed meal period or rest period. Meal periods shall not be counted as part of the daily hours worked.
- (b) An employee who is required to start work at or before 4.00am shall be allowed a break for breakfast in the employer's time of half an hour.
- (c) All employees shall be allowed rest periods to a total of 20 minutes per day.

Such rest periods shall be taken as either one twenty minute break or two ten minute breaks.

If agreement cannot be reached as to the method of taking the rest period, they shall be taken to meet the employers requirements.

- (d) An employee, (other than an employee employed in an abattoir) who is required to work more than one and one half hours overtime on any day shall be permitted an unpaid meal break of 30 minutes. Such meal break to be commenced not later than 5 hours from the conclusion of the previous meal break.

**23. MEAL ROOM**

A meal room with ample accommodation will be provided for the use of employees. Such meal room shall be properly cleansed at least once daily. The employer shall provide a sufficient supply of hot water for the use of employees.

**24. MIXED FUNCTIONS**

When an employee performs work in a higher classification level for 2 hours or more on any day the employee shall be paid at that level for the day except for employees undergoing training for a higher classification who shall continue to receive the wage rate applicable to their existing classification.

It is envisaged that such training would not normally exceed a period of 8 weeks.

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**25. NO REDUCTION IN WAGES.**

No employee shall have wages reduced as a result of the making of this award.

**26. OVERTIME**

(a) Any time worked by an employee, beyond 10 hours per day or outside the normal core hours noted in Clause 19 - Hours, shall be considered overtime and either paid at the rate of time and one half (50% loading) for the first two (2) hours and double time (100% loading) thereafter or taken as time off in lieu at any time agreeable to both parties.

**PROVIDED** that penalty rates as prescribed are applicable to casual employees (as defined) BUT the twenty per cent loading payable to casual employees (as defined) shall be paid for all hours worked including times when penalty rates are paid and with the further proviso that all penalty additions shall be calculated on the ordinary time rate excluding this loading. Viz:-

Time and one half	equates to 1.7)	of the ordinary time rate without the 20%loading.
Double time	equates to 2.2)	
Double time and one half	equates to 2.7)	

- (b) In computing overtime each days work shall stand alone.
- (c) To compute the hourly rates for overtime payments prescribed in sub-clause (a) hereof, the appropriate weekly wage shall be divided by 38.
- (d) An employer, or his representative may require any employee to work overtime at overtime rates and such employee will work overtime in accordance with such requirements. The overtime required to be worked will not be unreasonable.
- (e) Clerks and sales assistants under the age of 18 years shall not be required to work overtime unless they so desire.
- (f) Where pieceworkers are required to work on Saturdays, stock will be processed at one and half times the ordinary rates of payment for the first 2 hours and double rates thereafter.
- (g) Employees other than maintenance or drovers called back to work overtime shall be paid for a minimum of 2 hours at the appropriate overtime rates.
- (h) Drovers called back to work overtime outside their ordinary hours, shall be paid a minimum of one hour at the appropriate rate.
- (i) Maintenance employees called back to work after leaving their employers premises shall be paid for a minimum of 4 hours' work at the appropriate overtime rate for each time they are so recalled.

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**PROVIDED** that except in the case of unforeseen circumstances arising, the employees shall not be required to work the full 4 hours if the job they were so recalled to perform is completed within a shorter period.

This paragraph shall not apply in cases where it is customary for an employee to return to his employers premises to perform a specific job outside his ordinary working hours, or where overtime is continuous (subject to a reasonable break) with the completion or commencement of ordinary working time.

- (j) Paid time off in lieu of overtime shall not be given or taken unless the employee has agreed to do so in writing.
- (i) Such agreement shall be signed by the employee and must form part of the time and wages records of the employer and shall be kept for not less than six years. The agreements shall be available for inspection by the appropriate authority including a properly accredited union representative.
  - (ii) The method of taking paid time off in lieu of overtime shall be agreed between the employee and the employer.
  - (iii) Paid time off in lieu shall be calculated so as to ensure that it corresponds to not less than the money that would have been paid if payment in money had been required for the overtime worked.
  - (iv) Unless an employee agrees in writing, the accumulation of paid time off in lieu of overtime worked shall be taken within three months from the date of accrual.
  - (v) Paid time in lieu of overtime payment shall be regarded as time worked for the purpose of accumulating employees entitlements under this award.
  - (vi) This clause shall not be used to discriminate against particular employees with respect to the allocation of overtime to those employees at a particular establishment.
- (k) Time off in Lieu of Payment

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:-

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked (unless otherwise provided elsewhere in the award.)

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- (iii) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in this award, for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.
- (iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of time off in lieu, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record time off in lieu arrangements in the time and wages book each time this provision is used.

## **27. PAYMENT OF WAGES**

Payment of wages shall be made by Electronic Funds Transfer, cash or cheque at the employer's discretion not later than Thursday in each week.

## **28. RIGHT OF ENTRY**

A duly accredited representative of a union prescribed in Clause 6 - Award Interest of this award, shall have right of entry in accordance with section 77 of the *Industrial Relations Act 1984*.

## **29. SATURDAY WORK**

For all time worked on a Saturday payment shall be made at the rate of time and a half for the first 2 hours and double time thereafter, with a minimum payment of 3 hours work, excepting maintenance employees and drovers, who shall be paid for a minimum of 2 hours.

## **30. SHARPENING OF KNIVES**

The employer shall provide reasonable facilities for the sharpening of knives. Any employee required to use a knife in any of the occupation in respect of which this award is made shall be allowed reasonable time within the working hours for the sharpening of same.

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### **31. STANDBY AND WAITING TIME**

- (a) An employee required to be on standby for recall to work shall be supplied by the employer with a pager or mobile telephone.
- (b) Pieceworkers who are kept waiting at any one time in excess of 20 minutes through any fault attributable to the employer shall be paid at times rates until the pieceworker is advised that no work is available.

### **32. STEPDOWN**

An employer may, without notice, step-down an employee performing slaughtering, boning or slicing duties to perform the functions of a lower level employee and be paid as such.

### **33. SUNDAYS AND HOLIDAYS WORK**

- (a) For all work performed by employees on a Sunday, payment shall be made at the rate of double time, with a minimum payment for 3 hours' work at appropriate rate.
- (b) For all work performed by employees on any of the holidays mentioned in Clause 18 - Holidays With Pay, payment shall be made at the rate of double time and one half, with a minimum payment for 3 hours' work at the appropriate rate.

### **34. SUPERANNUATION**

- (a) An employer shall provide superannuation in accordance with the following Commonwealth legislation: the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, and the *Superannuation (Resolution of Complaints) Acts 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) **'Ordinary Time Earnings'** shall include an employee's classification rate, overaward payments, shift loading, casual loading and any permanent all purpose work related allowance but shall exclude overtime payments, annual leave loading, annual or long service leave payments on termination and allowance paid as reimbursement of expenses.

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### **35. WASHING ACCOMMODATION**

The employer (except for employer falling within Clause 2 - Scope, subclause (f)) shall provide a change room and where necessary will provide reasonable shower and washing accommodation with hot and cold water in properly constructed cubicles.

Tim Abey  
**COMMISSIONER**

17 August 2004



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## **APPENDIX A**

### **Translation of Old Classification Structure To New Broadband Structure**

<b>Old Classification</b>	<b>New Level</b>
Accountant of Chief Clerk	7
All others	1
All others, extraction of tallow and/or treatment of animal offal	1
Boilermaker	5
Boner - engaged in principally in boning for export	4
- other	2
Butcher	5
Carcase quality grader	4
Carcase skinner	4
Carton or vacuum machine operator	1
Clerk - first year adult experience	4
- second year adult experience	4
- third year adult experience and thereafter	4
Clerk in charge of and responsible for the work of	
- five or more employees	5
- three or four employees	5
- two employees	5
Cooker	2
Cool Chamber and freezer hand	2
Dagging machine operator	2
De-rinding machine and slicing machine operator	2
Driver of motor vehicle up to 4.5 tonnes GVM	3
Driver of motor vehicle over 4.5 tonnes but not exceeding 15 tonnes GVM	4
Drover and penner-up	2
Drover assistant	1
Electrical mechanic	5
Employee wrapping, weighing, packing	1
Fireman or boiler attendant	3
Fire man - in charge of one boiler	3
- in charge of two or more boilers	3
Fitter	5

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Fork Lift Truck Driver	2
General assistants, cutters up, rollers, bacon trimmers	5
Head and feet boner	2
Linker	2
Loader	1
Maintenance, carpenter or painter	5
Meat lumpner	1
Offal labourers, attendants, branders and employees not elsewhere mentioned in this division	1
Operator automatic dry rendering machine	4
Packing room hand	1
Persons employed principally on mixing machines and/or responsible for the making of smallgoods	5
Pre-boning trimmer	2
Sales assistant	2,3,4
Salter	2
Sausage casing maker	5
Scales and/or record keeping clerk	3
Scalder	2
Shop Cashier	2,3,4
Slaughterer	5
Slicer/trimmer	2
Smallgoods maker in butchers shop	5
Smallgoods seller from vehicles and who collects cash	3
Spotter	1
Stationary engine drivers in charge of refrigeration compressor of capacity of:	
- 25.4 tonnes or less	3
- Over 25.4 tonnes	3
Storeman	2
Tablehand	2
Tackleperson	7
Trimmer of carcase, sides, and quarters	2
Tripeperson	2
Welder, 1st class	5
Wizzard knife and brisket saw operator	2
Wrapper	1