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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s23 application for an award or variation of an award

Tasmanian Trades and Labor Council

(T10230 of 2002)

Private Sector Awards

[T10288 of 2002]

Private Sector Awards

[T10289 of 2002]

Private and Public Sector Awards

FULL BENCH:

PRESIDENT P L LEARY

DEPUTY PRESIDENT R J WATLING

COMMISSIONER T J ABEY

Wage Rates - State Wage Case July 2002 - applications to vary private sector awards in a manner consistent with the Australian Industrial Relations Commission decision in Print PR002002 - Safety Net Review 2002 - Award rates increased by - \$18 per week - Wage related allowances increased by 3.55% - Meal allowances increased to \$11.90 - Supported Wage increased to \$56 per week - Operation ffpp 1 August 2002 - State Minimum Wage determined at \$431.40-s.35(1)(b)

The Australasian Meat Industry Employees Union, Tasmanian Branch

(T10322 of 2002)

DEPUTY PRESIDENT R J WATLING

Award variation - deletion of obsolete minimum wage clauses - insertion new minimum wage clause as per State Wage Case July 2002 - consent matter - application granted - award varied - operative ffpp 1 August 2002

Transport Workers' Union of Australia (Victorian/Tasmanian Branch)

(T 8846 of 2000)

COMMISSIONER P C SHELLEY

Award interest - determination - interest granted for awards as listed in decision - awards varied - operative 22 July 2002 - forwarded to A/Registrar

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Tasmanian Chamber of Retailers
(TR473 of 1999)

ACTING REGISTRAR A T MAHONEY

Request by an organisation for cancellation of its registration – registration cancelled with effect from 12 November 1999

ORDER BY CONSENT

MEAT RETAILING AWARD

No.1 of 2002
(Consolidated)

CLAUSES 3, 4, 5, 6, 8, 9 AND 17 ARE VARIED, AND THE AWARD IS CONSOLIDATED:

1. TITLE

This award shall be known as the "Meat Retailing Award".

2. SCOPE

This award is established in respect of the industry of:

- (a) selling of uncooked meat;
- (b) making and selling of Butchers' smallgoods;
- (c) preserving and processing meat in conjunction with (a) and/or (b);
- (d) some or all of (a), (b) and (c) above.

3. ARRANGEMENT

<u>Subject Matter</u>	<u>Clause No.</u>	<u>Page No.</u>
Title	1	3
Scope	2	3
Arrangement	3	3
Date of Operation	4	4
Supersession and Savings	5	4
Award Interest	6	5
Definitions	7	5
Wage Rates	8	10
Allowances	9	16
Driver's Licence		16
First Aid		16
Incidental Expenses		16
Meals		16
Tools		16
Travelling		17
Change Room	10	17
Consultative Procedures	11	17
Contract of Employment	12	17
Enterprise Agreements	13	20
Grievance Procedure	14	20
Holidays with Pay	15	21
Hours	16	22

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<u>Subject Matter</u>	<u>Clause No.</u>	<u>Page No.</u>
Leave	17	23
Annual Leave		23
Carer's Leave		27
Compassionate Leave		28
Leave to Attend Union Business		28
Parental Leave		29
Sick Leave		47
Materials	18	48
Meal Hours	19	49
Meal Room	20	49
Mixed Functions	21	49
Overtime	22	50
Payment of Wages	23	52
Right of Entry	24	52
Saturday Work	25	52
Sharpening of Knives	26	52
Sundays and Holiday Work	27	52
Superannuation	28	53
Appendix A		54
Translation of old classification structure to new broadband structure		54

4. DATE OF OPERATION

This award shall be operative as follows:

- (a) Clause 6 – Award Interest and Persons Bound, subclause (b)(iii) deleted (TR473 of 1999), on and from 12 November 1999;
- (b) Clause 6 – Award Interest and Persons Bound, subclause (a)(iv) interest granted Transport Workers' Union of Australia (Victorian/Tasmanian Branch) (T8846 of 2000) on and from 22 July 2002;
- (c) All other clauses from the first full pay period to commence on or after 1 August 2002.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Meat Retailing Award No. 1 of 2000 (Consolidated), No. 2 of 2000, No. 3 of 2000, No. 1 of 2001 and No. 2 of 2001.

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 Municipal, Administrative, Clerical and Services Union;
 - (iii) the Construction, Forestry, Mining and Energy Union, Tasmanian Branch; and
 - (iv) the Transport Workers' Union of Australia (Victorian/Tasmanian Branch).
- (b) The following employer organisation has an interest in this award under Section 63(10) of the *Industrial Relations Act 1984*:
- (i) the National Meat Association of Australia (Tasmanian Division);
 - (ii) The Retail Traders Association of Tasmania;
- (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 4 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.

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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 4 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;

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

- * house keeping duties;
- * customer sales and service including cash register operation, wrapping, packaging product, value adding and weighing; such an employee shall advance to Meat Industry Employee Level 2 after six months service. This means 830 hours of actual service. Service shall mean - **“Service”** shall mean service with an employer falling within the scope of this award or the Retail Trades Award.

Meat Industry Employee - Level 2- Wage Relativity to a Meat Industry Employee - Level 4 is 92.1%]

Meat Industry Employee - Level 2 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 1 and to the level of the employee's training:

Indicative tasks for an employee at this level are as follows:

- * customer sales and service; including:
 - cash register operation;
 - wrapping;
 - packaging product;
 - value adding; and
 - weighing.
- * driving motor vehicle; including:
 - van sales and delivery.

Meat Industry Employee - Level 3 - Wage Relativity to a Meat Industry Employee - Level 4 is 95%

Meat Industry Employee - Level 3 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 2 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 are as follows:

- * customer sales and service, including:
 - providing supervisory assistance;
 - opening and closing of premises and associated security: and
 - security of cash (excluding banking).
- * driver vehicle over 4.5 GVM capacity;

Meat Industry Employee - Level 4 - Wage Relativity to a Meat Industry Employee - Level 4 is 100%

Meat Industry Employee - Level 4 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.

A Meat Industry Employee - Level 4 employee works above and beyond an employee at Level 3 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) performs work under general supervision either individually or in a team environment;
- (v) able to inspect products and/or materials for conformity with established operational standards.

Indicative of the tasks which an employee at this level in addition to those at Level 3 are as follows:

- * tradesperson - slaughterer in connection with Butcher Shop;
- * tradesperson - making smallgoods;
- * tradesperson - bacon curing;
- * general assistants, cutters up, bacon trimmers in bacon curing department;
- * tradesperson - general butcher.

Meat Industry Employee - Level 5 - Wage Relativity to a Meat Industry Employee - Level 4 is 105%

Meat Industry Employee - Level 5 is an employee appointed by the employer to this level who works above and beyond a person at Level 4 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.

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

- * tradesperson in charge of Branch shop;
- * tradesperson who has completed at least six appropriate modules towards a relevant Advanced Certificate or Associate Diploma;

(b) General Definitions

'Casual employee' means a person who is engaged on an irregular basis to perform a specific task(s) or over a defined time period until such time as the task is completed or the time has expired, whereupon the contract comes to an end.

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

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

'Part-time employee' means a person engaged to regularly work for less hours per day or per week than those hours prescribed in Clause 16 - Hours, for a full-time employee.

'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.

8. WAGE RATES

1. ADULT WAGES

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	106.00	439.80
Meat Industry Employee Level 1	85	354.60	106.00	460.60
Meat Industry Employee Level 2	92.1	384.20	106.00	490.20
Meat Industry Employee Level 3	95	396.30	106.00	502.30
Meat Industry Employee Level 4	100	417.20	108.00	525.20
Meat Industry Employee Level 5	105	438.10	108.00	546.10

2. 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 4 SUPPORTED WAGE SYSTEM is \$431.40 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 2002 State Wage Case Decision (T.10230 of 2002) and all previous safety net and state wage case adjustments.

3. APPRENTICES AND JUNIORS

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 4:

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

PROVIDED that the 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 4.

JUNIOR WORKERS

The minimum weekly wage rates that may be paid to junior workers shall be the undermentioned percentages of Level 1 adjusted to the nearest 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

4. SUPPORTED WAGE SYSTEM

(a) Eligibility Criteria

Subject to this division an employer may engage employees at a supported wage rate [as set out in subclause (c) of this division] 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.

PROVIDED that this division 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.

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PROVIDED FURTHER that this division 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 division:

'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.

'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.

'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.

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

(c) Supported Wage Rates

Employees to whom this division 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%

PROVIDED that the minimum amount payable shall be not less than \$56 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 division, 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 division 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.

(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this division 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 division 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 \$56 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 subclause (c) hereof.

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9. ALLOWANCES

DRIVER'S LICENCE

If an employee employed in any of the classifications in respect of which this award is made uses his 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, his licence fee shall be paid by the employer at the time of the employee taking his 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, the Red Cross Society or similar body, and who is appointed by the employer to perform first aid duty shall be paid \$1.38 per day extra.

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 he is directed by the employer, he shall be reimbursed for all expenses reasonably incurred.

MEALS

An employee 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 \$11.90.

TOOLS

All employees (other than pieceworkers) engaged in classifications that are proclaimed as trades under the *Vocation 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 \$9.20 per week.

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.

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TRAVELLING

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

10. CHANGE ROOM

A change room and washing facilities shall be provided for employees which shall be properly cleansed by the employer at least once daily.

11. 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) To further the achievement of these objectives there shall be established at an industry level a State Meat Industry Consultative Committee comprising three representatives from the employers and three representatives from the union party to this award.
- (c) The Committee shall be chaired by The Australasian Meat Industry Employees Union, Tasmanian Branch union representative initially for a twelve month period and thereafter the chair shall be rotated between the parties. Alternately the Secretary of the Committee shall be provided by the other party.
- (d) The Committee shall meet at least twice each year and at such other times as determined jointly by the chairperson and the secretary. Formal records of decision of the Committee shall be kept.

12. 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 shall be engaged by the week.
- (c) Part-time Employees
- (i) A part-time employee 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 percent 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, holidays with pay and sick leave.
 - (ii) Part-time employees engaged to work 15 or more hours per week shall be entitled to the holidays, annual leave and sick leave as prescribed in Clause 15 - Holidays with Pay and Clause 17 - 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.

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 shall have only one engagement consisting of consecutive hours per day with any one employer.
 - (iv) No part-time employee shall be employed for less than three hours for work performed on any given day within the span of ordinary hours prescribed in Clause 16 - Hours.
 - (v) For a part-time employee 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.

(d) Casual Employees

- (i) For a casual employee 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.
- (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 on an irregular basis and shall regularly review and update this position with the employee as changes occur.
- (iii) Casual employees shall be engaged for a minimum of three hours per engagement.
- (iv) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed for a full-time employee engaged at the equivalent classification level for the work performed, plus 20 percent. Such additional amount to be payable in lieu of annual leave, sick leave, and holidays with pay.
- (v) If a casual employee is not informed before leaving the job at the end of a day's 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.

- (i) For an intermittent employee 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.
- (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 an employee other than a casual employee may be terminated only by the giving of one week's notice by either party or by the payment or forfeiture of one week's wages as the case may be.
- (ii) Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or neglect of duty.

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13. ENTERPRISE AGREEMENTS

- (a) Notwithstanding anything contained in this award, but subject to the provisions of this clause an agreement may be entered into between an employer and the majority of the employees engaged by that employer.
- (b) At each plant or enterprise, an employer, the employees and their relevant union or unions shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise.
- (c) 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.
- (d) An enterprise agreement shall be signed by the parties, being the employer and the union and contain the following:
 - (i) The term of the agreement.
 - (ii) The parties covered by the agreement.
 - (iii) The classes of employees covered by the agreement.
 - (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 of the agreement may be resolved.
- (d) Any agreement which seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

14. GRIEVANCE PROCEDURE

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

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- (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 the Production Manager.
- (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 including, if desired, a representative of the National Meat Association of Australia (Tasmanian Division) and/or the Tasmanian Chamber of Commerce and Industry Limited.
- (d) If the conference referred to in subclause (c) hereof is unable to satisfactorily 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, work shall continue in accordance with the award while matters in dispute between them are being processed in accordance with the preceding procedure.

15. HOLIDAYS WITH PAY

- (a) All employees (other than part-time employees working less than 15 hours per week, casual employees or intermittent employees) 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, 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 had been at work or leave of absence for a period not exceeding three months granted by the employer.
- (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.

16. HOURS

(a) Day Work

- (i) Subject to Clause 25 - Saturday Work, the maximum number of hours in respect of which wages prescribed in Clause 8 - Wage Rates, shall be paid shall be an average of 38 per week worked on a maximum of any five consecutive days between 4.00 am and 7.00 pm Monday to Wednesday, 4.00 am and 9.00 pm Thursday to Friday and 6.00 am and 6.00 pm. Saturday, arranged in accordance with one or more of the methods set out below.
- (ii) The method of implementation of the 38 hour week shall be in accordance with one or more of the following:

 - (1) by employees working less than eight ordinary hours on each day; or
 - (2) by employees working less than eight ordinary hours on one or more days each week; or
 - (3) by fixing one week day on which all employees will be rostered off during a particular work cycle; or
 - (4) 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
 - (5) by banking the days accrued to be taken as days off in accordance with (3) and (4) above to be taken at a time designated by management; or
 - (6) by any other method agreed between the employer and employee provided that the ordinary hours of work do not exceed an average of 38 over an agreed and specified work cycle.
 - (7) Rostered Day Off Falling on Holiday with Pay

 - (A) An employee who by virtue of the arrangement of his or her ordinary hours of work in accordance with this clause is entitled to a rostered day off shall not have such day off rostered on a holiday with pay.
 - (B) **PROVIDED** that in the event that a holiday with pay is prescribed after notice is given to any such employee of the taking of the rostered day off and such holiday with pay 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.

- (8) Where an employee is sick or injured on the day he or she is rostered off in accordance with this clause he or she shall not be entitled to sick pay nor will his or her sick pay entitlement be reduced as a result of such sickness or injury that day.
- (iii) 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 the employees concerned, the objective being to reach agreement on the method of implementation.
- (iv) Employees may be required to work in excess of eight ordinary hours per day but not more than 10 ordinary hours per day.
- (v) Circumstances may arise where different methods of implementation of the 38 hour week apply to various groups, individuals or sections of employees in the plant or establishment concerned.
- (vi) Where the method of implementation adopted is in accordance with subclauses (a)(ii), (3), (4) or (5) 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.
- (vii) 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.

17. 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.
- (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.

(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.

(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 17 - 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.
- (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.

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(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 three 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.

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:

'Child' means a child of the employee under the age of one year.

'Continuous service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause,
- (ii) any period of part-time employment worked in accordance with this clause, or
- (iii) any period of leave or absence authorised by the employer or by the agreement.

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

'Paternity Leave' means leave of the type provided for in part (B) - Paternity Leave .

'Spouse' includes a de facto or a former spouse.

(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.
- (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.

(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:

(1) 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;

(2) 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 employer 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:

- (1) 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
 - (2) 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.
 - (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 agreement 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 agreement.
- (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.
- (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:

'Child' means a child of the employee or the employee's spouse under the age of one year.

'Continuous Service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause,
- (ii) any period of part-time employment worked in accordance with this clause, or
- (iii) any period of leave or absence authorised by the employer or by the agreement.

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

'Maternity Leave' means leave of the type provided for in part (A) - Maternity Leave (and includes special maternity leave).

'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.

'Spouse' includes a de facto or a former spouse.

(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:
 - (1) he will take that period of paternity leave to become the primary care-giver of the child;
 - (2) particulars of any period of maternity leave sought or taken by his spouse; and
 - (3) 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:
 - (1) the birth occurring earlier than the expected date; or
 - (2) the death of the mother or the child; or
 - (3) 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:
 - (1) 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;
 - (2) 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.

(h) Paternity Leave and Other Leave Entitlements

- (i) **PROVIDED** that 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 agreement 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 agreement.

- (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.
- (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:

'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.

'Continuous service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause,
- (ii) any period of part-time employment worked in accordance with this clause, or
- (iii) any period of leave or absence authorised by the employer or by the agreement.

'Employee' includes a part-time employee but does not include an employee upon casual or seasonal work.

'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.

'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).

'Spouse' includes a de facto spouse.

(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:

- (1) any period of leave taken pursuant to paragraph (i) hereof; and
- (2) 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)
 - (1) 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
 - (2) 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:
 - (1) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (2) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (3) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

(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:
 - (1) 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;
 - (2) the period may be further lengthened by agreement between the employer and employee.
 - (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 agreement 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 agreement.
- (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:

'Continuous service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or

- (iii) any period of leave or absence authorised by the employer or by the agreement.

'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.

'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.

'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.

'Spouse' includes a de facto spouse.

(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.

(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.

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(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 agreement 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 agreement, 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) (1) 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 agreement, 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.

(2) 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.

(g) Transitional Arrangements - Sick Leave

An employee working part-time under this part shall have sick leave entitlements which have accrued under this agreement (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:
 - (1) that the employee may work part-time;
 - (2) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (3) upon the classification applying to the work to be performed; and
 - (4) 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 agreement 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.

(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 Provisions

An employee may work part-time under this clause notwithstanding any other provision of this agreement 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 paragraph (a) (v) hereof.
- (v) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

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 one 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 one 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 one month of his employment with the employer.

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- (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:

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 one 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.

18. MATERIALS

- (a) Shop Butchers shall be issued annually with three coats, three aprons, three caps and five bibs, free of cost, such garments to be returned to the employer if the employee leaves that employment during the current year of issue.

An employer who does not supply such articles of clothing shall pay to each such employee an amount of \$3.30 per week.

- (b) Employees shall be issued by the employer with two suitable uniforms per annum free of cost, such garments to be returned to the employer if the employee leaves that employment during the current year of issue.
- (c) The laundering of the clothing supplied in accordance with subclause (a) hereof shall be the responsibility of individual employees.
- (d) Employees shall attend for work in an acceptable condition. Any employee failing to meet the dress standards required by the employer may be sent home without pay until he presents in an acceptable condition.
- (e) 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.
- (f) The following items which shall remain the property of the employer shall be provided to the following employees in all divisions free of cost:
- (i) Protective clothing, i.e. waterproof aprons, leggings and boots, to employees working under dirty, greasy or wet conditions; and
 - (ii) Such tools and/or equipment specified by an employer and/or any other authority to be used by employees or are necessary for the use of employees in the performance of their duties.
- (g) The clothing provided under this clause shall be in good repair and shall be worn by the employee and must be kept in clean condition. Employees shall make every endeavour to keep the clothing and equipment supplied in good order and condition.

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- (h) The provisions of the *Public Health Act* and its amendments shall apply to the materials provided in accordance with this clause.

19. MEAL HOURS

- (a) Employees shall be granted a meal period of not less than 30 minutes nor more than 60 minutes on each working day between noon and 2.00 pm and 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 more at or before 4.00 am 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 20 minute break or two 10 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 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 five hours from the conclusion of the previous meal break.

20. 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.

21. MIXED FUNCTIONS

When an employee performs work in a higher classification level for two 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 eight weeks.

22. OVERTIME

- (a) Any time worked by an employee, beyond 10 hours per day or outside the normal core hours noted in Clause 16 - Hours, shall be considered overtime and either paid at the rate of time and one half (50 percent loading) for the first two hours and double time (100 percent 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 BUT the twenty per cent loading payable to casual employees 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
Double time	equates to 2.2]	without the 20 percent
Double time and one half	equates to 2.7]	loading.

In computing overtime each days work shall stand alone.

To compute the hourly rates for overtime payments prescribed in subclause (a) hereof, the appropriate weekly wage shall be divided by 38.

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.

- (b) Clerks and sales assistants under the age of 18 years shall not be required to work overtime unless they so desire.
- (c) Apprentices under the age of 19 years shall not be required to work more than four hours' overtime in any week and apprentices 19 years of age and over shall not be required to work more than six hours' overtime in any week.
- (d) Employees called back to work overtime shall be paid for a minimum of two hours at the appropriate overtime rates.

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

- (e) 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.
- (f) 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.)
- (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.

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- (vi) An employer shall record time off in lieu arrangements in the time and wages book each time this provision is used.

23. 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.

24. 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*.

25. SATURDAY WORK

All time worked on Saturday for all classifications shall be paid as follows:

- (a) 6.00 am and 12 noon - time and one quarter
- (b) 12 noon to 6.00 pm - time and one half

With a minimum payment for three hours work.

26. 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.

27. SUNDAYS AND HOLIDAY 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 three hours' work at appropriate rate.
- (b) For all work performed by employees on any of the holidays mentioned in Clause 15 - Holidays With Pay, payment shall be made at the rate of double time and one half, with a minimum payment for three hours' work at the appropriate rate.

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28. SUPERANNUATION

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.

R J Watling
DEPUTY PRESIDENT

8 August 2002

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APPENDIX A

Translation of Old Classification Structure To New Broadband Structure

Old Classification	New Level
All others	1
Butcher	4
Butcher in charge of Branch Shop	5
Driver of motor vehicle up to 4.5 tonnes GVM	2
Driver of motor vehicle over 4.5 tonnes but not exceeding 15 tonnes GVM	3
General assistants, cutters up, rollers, bacon trimmers in bacon curing dept.	4
Sales assistant	1,2,3
Shop Cashier	1,2,3
Slaughterer in connection with Butcher Shop	4
Smallgoods maker in butchers shop	4