

THE AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION



Fair Work Commission: 4 yearly review of modern awards

SUBMISSIONS: GROUP 1 AWARDS

15 March 2019

1. The Australasian Meat Industry Employees Union (**AMIEU**) makes the following Submissions to the Fair Work Commission (**Commission**) regarding the Group 1 Awards' Exposure Drafts.
2. The AMIEU has a material interest in the Meat Industry Award and Poultry Processing Award, and appreciates the opportunity to provide submissions on the Exposure Drafts.
3. These submissions are made pursuant to the directions in the Full Bench Statement [2018] FWC 932 (**Statement**).
4. The AMIEU understands that the Exposure Drafts will subject to further comment from parties at further publication in the Update 2 and Update 3 stage of the timeline set out by paragraph [5] of the Statement.
5. The AMIEU has reviewed the Exposure Drafts and provides the following brief submissions.

Poultry Processing Award

6. In the Exposure Draft, the reference in clause 8.2(b) to clause 21.2 appears to be incorrect. It should, instead, read clause 22A.
7. Exposure Draft clause 10.5 appears to depart from the existing award clause 21, in the following ways.
 - a. Existing award clause 21 provides higher duties payment for workers engaged on duties carrying a higher minimum wage for “four hours *or less* during one day”. In contrast, Exposure Draft clause 10.5 has removed the words “or less” with the effect that higher duties payment has effect only when four hours are worked.
 - b. Existing award clause 21 provides higher duties payment when an employee is “engaged” on duties carrying a higher minimum wage. In contrast, Exposure Draft clause 10.5 provides higher duties payment

when an employee is “required by the employer to perform the duties of a position carrying a higher minimum wage”. The Exposure Draft appears to set a slightly different threshold.

Meat Industry Award

8. The Commission has enquired whether the words “and any ancillary products” should be added after the reference to “meat products” in clause 8.5(b). The AMIEU does not oppose the addition of these words to the relevant clause.
9. The Commission has enquired whether the words “and any ancillary products” should be added after the reference to “meat products” in clause A.2.4. The AMIEU does not oppose the addition of these words to the relevant clause.
10. The Commission has enquired whether the words “and any ancillary products” should be added after the reference to “meat products” in Schedule H. The AMIEU does not oppose the addition of these words to the relevant schedule.
11. Exposure Draft clause 12 appears to depart from the existing award clause 28.1. Existing award clause 28.1 provides higher duties payment when an employee is “engaged” on duties carrying a higher minimum wage. In contrast, Exposure Draft clause 12 provides higher duties payment when an employee is “required by the employer to perform the duties of a position carrying a higher minimum wage”. The Exposure Draft appears to set a different threshold to the existing award.
12. Existing award clause 31 describes the ordinary hours of work and, at sub-clause 31.2(h), confirms an additional 5% and 12.5% for ordinary hours worked by cleaners at certain times. In the Exposure Draft, those references have been removed from the ordinary hours of work clause. The additional amounts applicable to cleaners appear only in the penalty rates clause, at clause 17. The AMIEU respectfully suggests an amendment to sub-clause 8.2 in order to include a reference to payments in sub-clause 17.4, as follows.

Regardless of the spread of hours in clauses 8.3(a), 8.4(a) or 8.5(a), cleaners may be employed to work ordinary hours between 6.30 am

and midnight in any establishment under this award. A cleaning employee may be entitled to a penalty under clause 17.4 with respect of ordinary hours worked at certain times.

13. Existing clause 33.10 lacks clarity, particularly with respect of meal breaks for shiftworkers engaged on a three-shift system. That lack of clarity appears to have been replicated in the Exposure Draft at clause 9.4. It is presently unclear what meal break and/or crib break conditions apply to shiftworkers on a three-shift system. The AMIEU respectfully suggests an amendment to provide meal break conditions to shiftworkers engaged on a three-shift system, as follows.

a shiftworker engaged on a three-shift system will crib time of 30 minutes after working five hours which will be counted as time worked and to be taken at a time agreed between the employer and a majority of employees directly concerned.

14. Existing clause 33.2 and Exposure Draft clause 16.1(b) provide averaging of ordinary hours for shiftworkers. Neither clause specifies that casual employees and part-time employees are excluded from averaging arrangements. With respect of non-shift workers, the Exposure Draft is specific about exclusions to averaging of ordinary hours. Consistent with the conditions provided to non-shift workers, the AMIEU respectfully suggests an amendment as follows.

16.1 (b) The ordinary hours of work for full-time shiftworkers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days, subject to clause 16.1(b)(i) and (ii). The ordinary hours of work for a part-time or casual employee will be in accordance with clause 6—Types of employment.

15. Existing clause 31.1(f)(iv) appears to contain an additional word that is both unnecessary and unhelpful. The word “or” has no meaningful place in that clause. The issue is underlined below.

(iv) The spread of hours listed in clause 31.2(f)(i) may be altered by up to one hour at either side of the spread or by agreement between the

employer and the majority of employees concerned or, in appropriate circumstances, between the employer and an individual employee.

That issue has been replicated in clause 8.3(d) of the Exposure Draft, as follows.

(d) The spread of hours may be altered by up to one hour at either side of the spread or by agreement between:

(i) the employer and the majority of employees concerned; or

(ii) in appropriate circumstances, between the employer and an individual employee.

The AMIEU respectfully submits that the unnecessary “or” ought to be removed to provide clarity to the clause.