

The Meat Industry Award—Exposure Draft was first published on 2 October 2014. Subsequent amendments to the draft are as follows:

| Publication date | Reason for amendments | Clauses affected |
|---|---|--|
| 13 February 2019 | Incorporate changes resulting from PR583032 | 25.12(a), 10.10 (now clause 17), |
| | Incorporates changes resulting from [2017] FWCFB 3433 | 1.2, 4.6, 16.10, 25, 34.6, Schedule H (deleted) (now clause 2) |
| | Incorporates changes resulting from [2017] FWCFB 3176 , PR593842 | 16.12, Schedule D (NTW – deleted) |
| | Incorporate changes resulting from PR598110 | Schedule H |
| | Incorporate changes resulting from [2018] FWCFB 3500 , PR606384 , PR606539 and PR606630 | 16, 20, Schedule B, Schedule C, Schedule E |
| | Incorporates changes resulting from [2018] FWCFB 3936 , PR609377 | 19A (deleted) |
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| | Correct errors | B.3.1 and B.3.3 |
| | Incorporate changes resulting from PR701683 | Schedule H |
| | Incorporate changes resulting from [2018] FWCFB 7007 | 14.7(c), 23.5 |
| | Incorporates changes resulting from [2018] FWCFB 6863 , PR701462 | 6 |
| | Administrative changes by Modern Awards team | 17 |
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| Incorporates changes resulting from [2018] FWCFB 1548 | 7.2(a) | |
| Exposure Draft | | |
| 14 October 2019 | Incorporating changes resulting from [2015] FWCFB 4658 at [57] | 20 |

Exposure draft—Meat Industry Award 20XX

The Meat Industry Award—Exposure Draft was first published on 2 October 2014. Subsequent amendments to the draft are as follows:

| Publication date | Reason for amendments | Clauses affected |
|------------------|---|---|
| | Incorporating changes resulting from [2017] FWCFB 3433 at [339] | 2, 4.2 |
| | Incorporating changes resulting from [2019] FWCFB 1333 at [35] | 1.5 (deleted) |
| | Incorporating changes resulting from [2019] FWCFB 2548, PR706985 | 36 |
| | Incorporating plain language amendments to clause content resulting from [2019] FWCFB 2698 | C.1, C.2.1 |
| | Incorporating changes resulting from [2019] FWCFB 3500, PR707471, PR707675, PR709080 | 16, 20, Schedule B, Schedule C, Schedule E |
| | Incorporating changes resulting from [2019] FWCFB 5144 | 30 |
| | Incorporating changes resulting from [2019] FWCFB 5145, PR712252 | 7, 31, Schedule H |
| | Incorporating changes resulting from [2019] FWCFB 5409 | 2, 4.4, 4.5, 12, 16, 23.3, 24, 31.3, B.5.3 |
| | Incorporating changes resulting from [2019] FWCFB 6899 and [2019] FWCFB 6935 | 14.2, 14.3(d) |
| | Incorporating changes resulting from [2019] FWCFB 6935 | B.1.4 (deleted), B.2.4 (deleted), B.3.2, B.4.2 and B.5.2 |
| | Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFB 5409 at [6] and Attachment A | Part 1—, 1.4 (deleted), 2, 9, 10, 11, 12, 16, 16.10, Part 5—, 22, Part 6—, 28, 29, Part 8—, 35, 36, Schedule D—National Training Wage (deleted), Schedule H—Definitions (moved), Schedule H |
| | Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft | 6, 17, 33 |
| | Administrative change by Modern Awards team to avoid duplication. | B.1.2 |

EXPOSURE DRAFT

Meat Industry Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Meat Industry Award 2010* (the Meat award) as at 29 October 2015 and incorporates award updates up to 20 September 2019. This exposure draft does not seek to amend any entitlements under the Meat award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/78](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

This draft does not represent the concluded view of the Commission in this matter.

Table of Contents

| | |
|--|-----------|
| Part 1— Application and Operation of this Award | 5 |
| 1. Title and commencement | 5 |
| 2. Definitions | 5 |
| 3. The National Employment Standards and this award | 7 |
| 4. Coverage..... | 7 |
| 5. Individual flexibility arrangements | 9 |
| 6. Requests for flexible working arrangements..... | 11 |
| 7. Facilitative provisions | 12 |
| Part 2— Types of Employment and Classifications | 14 |
| 8. Types of employment..... | 14 |
| 9. Full-time employees..... | 15 |
| 10. Part-time employees..... | 15 |
| 11. Daily hire employees..... | 16 |
| 12. Casual employees..... | 17 |
| 13. Classifications | 22 |
| Part 3— Hours of Work..... | 22 |
| 14. Ordinary hours of work and rostering | 22 |
| 15. Breaks | 25 |
| Part 4— Wages and Allowances | 26 |
| 16. Minimum rates | 26 |
| 17. Payment of wages..... | 34 |
| 18. Payment by results..... | 34 |

| | | |
|---|---|-----------|
| 19. | Relieving inspection duties | 37 |
| 20. | Allowances..... | 37 |
| 21. | Superannuation | 38 |
| Part 5— Overtime, Shiftwork and Penalty Rates | | 40 |
| 22. | Overtime | 40 |
| 23. | Shiftwork | 41 |
| 24. | Penalty rates | 43 |
| Part 6— Leave and Public Holidays | | 45 |
| 25. | Annual leave | 45 |
| 26. | Personal/carer’s leave and compassionate leave | 50 |
| 27. | Parental leave and related entitlements..... | 50 |
| 28. | Community service leave..... | 50 |
| 29. | Long service leave | 50 |
| 30. | Unpaid family and domestic violence leave | 51 |
| 31. | Public holidays..... | 51 |
| Part 7— Consultation and Dispute Resolution | | 52 |
| 32. | Consultation about major workplace change..... | 52 |
| 33. | Consultation about changes to rosters or hours of work..... | 53 |
| 34. | Dispute resolution | 53 |
| Part 8— Termination of Employment and Redundancy | | 54 |
| 35. | Termination of employment | 54 |
| 36. | Redundancy | 55 |
| Schedule A —Classification Definitions..... | | 57 |
| Schedule B —Summary of Hourly Rates of Pay | | 65 |
| Schedule C —Summary of Monetary Allowances | | 74 |
| Schedule D —School-based Apprenticeships | | 76 |
| Schedule E —Supported Wage System..... | | 77 |
| Schedule F —Agreement to Take Annual Leave in Advance..... | | 80 |
| Schedule G —Agreement to Cash Out Annual Leave..... | | 81 |
| Schedule H —Part-day Public Holidays | | 82 |

Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.4 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6]. Clause 1.5 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

- 1.1 This award is the *Meat Industry Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

~~1.4 — Schedule A — Classification Definitions sets out definitions that apply in this award.~~

~~1.5 — Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

2. Definitions

Clause 2 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

In this award, unless the contrary intention appears:

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

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

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

continuous service has the meaning in sections 22(1), (2) and (3) of the [Act](#)

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

employee means national system employee within the meaning of the [Act](#)

employer means national system employer within the meaning of the [Act](#)

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

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

Definitions amended in accordance with [\[2017\] FWCFB 3433](#) at [339].

meat industry has the meaning given in clause 4.2

~~**meat manufacturing establishment** has the meaning given in clause 4.2 means an establishment wholly or predominately concerned with the manufacturing or processing of fresh meat into any form of edible manufactured or processed meat, meat products, smallgoods, ham, bacon, or similar products in which meat is a substantial ingredient, including any related activities such as retail and/or wholesale sales, and killing, dressing, boning, slicing, preparation and/or packing of fresh meat, where such activities are conducted at any place as an ancillary part of the manufacturing or processing business~~

~~**meat processing establishment** has the meaning given in clause 4.2 means an establishment wholly or predominately concerned with any one or more of the activities of killing, dressing, boning, slicing, preparation, and/or packing of fresh meat and will include any related activities conducted at any place as an ancillary part of such business, such as manufacturing or processing of meat, the treatment and processing of skins or hides, rendering, processing of by products and/or retail and/or wholesale sales~~

~~**meat retail establishment** has the meaning given in clause 4.2 means an establishment wholly or predominately concerned with the retail and/or wholesale sale of fresh meat and/or meat products, including establishments where meat and/or meat products including ham and smallgoods and similar products are processed and/or manufactured as an ancillary part of the retail and/or wholesale business~~

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

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

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

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

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

standard rate means the minimum weekly ~~wage-rate~~ for a MI 7 in clause 16.1—~~Minimum wages~~ **Adult rates**. Where an allowance is provided for on an hourly basis, a reference to **standard rate** means 1/38th of the weekly ~~wage-rate~~ referred in this definition.

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

Clause 4.2 amended in accordance with [\[2017\] FWCFB 3433](#) at [339]. Clauses 4.4 and 4.5 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

- 4.1 This industry award covers employers throughout Australia in the meat industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.
- 4.2 The **meat industry** includes:
- (a) **meat manufacturing establishments**—~~an establishment wholly or predominately concerned with the manufacturing or processing of fresh meat into any form of edible manufactured or processed meat, meat products, smallgoods, ham, bacon, or similar products in which meat is a substantial ingredient, including any related activities such as retail and/or wholesale sales, and killing, dressing, boning, slicing, preparation and/or packing of fresh meat, where such activities are conducted at any place as an ancillary part of the manufacturing or processing business (as defined in Schedule H clause 2—Definitions);~~
 - (b) **meat processing establishments**—~~an establishment wholly or predominately concerned with any one or more of the activities of killing, dressing, boning, slicing, preparation, and/or packing of fresh meat and will include any related activities conducted at any place as an ancillary part of such business, such as manufacturing or processing of meat, the treatment and processing of skins or~~

hides, rendering, processing of by-products and/or retail and/or wholesale sales(as defined in Schedule H clause 2—Definitions);

(c) **meat retail establishments**—an establishment wholly or predominately concerned with the retail and/or wholesale sale of fresh meat and/or meat products, including establishments where meat and/or meat products including ham and smallgoods and similar products are processed and/or manufactured as an ancillary part of the retail and/or wholesale business(as defined in Schedule H clause 2—Definitions); and

(d) the following:

(i) handling and further processing of all by-products of the establishments referred to in clause 4.2(a), 4.2(b) ~~(b)~~ or 4.2(c) ~~(e)~~, including skins, hides and rendering; and

(ii) distribution, transport and storage (including freezing and cold storage) operations for the purpose of transport or storage of the meat or meat products of an establishment referred to in clause 4.2(a), 4.2(b) ~~(b)~~ or 4.2(c) ~~(e)~~,

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

4.3 This award does not cover:

(a) meat inspectors (being employees of an employer covered by this award who are engaged to perform duties equivalent to duties usually performed by AQIS Meat Inspectors) except to the extent provided for by clause 19—Relieving inspection duties;

(b) employees covered by:

(i) *Nurses Award 20XX*;

(ii) *General Retail Industry Award 20XX*; or

(iii) *Food, Beverage and Tobacco Manufacturing Award 20XX*.

(c) employees engaged to undertake managerial duties and responsibilities (at the level of foreman and above);

(d) employers and employees engaged in the slaughter and/or processing of any species of poultry, game or game birds not specifically listed in clause 2—Definitions~~Schedule H—Definitions~~;

(e) storage, transport or distribution of meat or meat products or by-products by employers who are not engaged in, or who do not conduct or operate a meat processing establishment, a meat manufacturing establishment or a meat retail establishment, and are not a related company of an employer that is so engaged;

(f) employees engaged in mechanical and electrical maintenance classifications covered by the *Manufacturing and Associated Industries and Occupations Award 20XX*.

- 4.4 This award covers any employer which supplies labour on an on-hire basis in the meat industry ~~set out in clauses 4.1 and 4.2~~ in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. ~~This subclause~~ Clause 4.4 operates subject to the exclusions from coverage in this award.
- 4.5 This award covers employers which provide group training services for apprentices and/or trainees engaged in the meat industry and/or parts of that industry ~~set out at clauses 4.1 and 4.2~~ and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clauses 4.1 and 4.2 are being performed. ~~This subclause~~ Clause 4.5 operates subject to the exclusions from coverage in this award.
- 4.6 This award does not cover:
- (a) employees excluded from award coverage by the Act;
 - (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
 - (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

5. Individual flexibility arrangements

- 5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may

terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
- (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 34—Dispute resolution.

7. Facilitative provisions

Clause 7 amended in accordance with [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712252](#).

7.1 Agreement to vary award provisions

- (a) This award also contains facilitative provisions which allow agreement between the employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in clauses 7.2, 7.3 and 7.4.
- (b) The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

7.2 Facilitation by individual agreement

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

| Clause number | Provision |
|----------------------|--|
| 8.3 | Transfer from one employment category to another |
| 10.2 | Variation to hours for part-time employment |
| 14.5(d) | Saturday and Sunday off during work cycle |

| Clause number | Provision |
|---------------|--|
| 14.6(b) | Change of roster at short notice |
| 14.8 | Make-up time |
| 15.1(a) | Unpaid meal breaks |
| 17 | Payment of wages |
| 23.1(e) | Transfer from day work to shiftwork and vice versa |
| 22.2 | Time off instead of payment for overtime |
| 25.5(c) | Deferment of annual leave loading |
| 25.7 | Annual leave in advance |
| 25.9 | Cashing out of annual leave |
| 31.4 | Time off instead of public holiday rates |
| 31.2 | <u>Substitution of public holidays</u> |

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

7.3 Facilitation by majority or individual agreement

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

| Clause number | Provision |
|-----------------|---|
| 14.3(b) | Ordinary hours for day workers on weekends (meat processing establishments) |
| 14.3(d) | Alteration to spread of hours for day workers |
| 14.6 | Methods of arranging ordinary working hours |
| 23.6 | Rotation of three-shift system |
| 31.2 | Substitution of public holidays by agreement |

- (b) Where agreement is reached between the employer and the majority of employees in the workplace or a section or sections of it, the employer must not implement that agreement unless:
- (i) the agreement reached is kept by the employer as a time and wages record; and
 - (ii) unions which have members employed at an enterprise covered by this award must be informed by the employer of the intention to use the facilitative provision and be given a reasonable opportunity to participate in negotiations regarding its use. Union involvement in this process does

not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements at the enterprise.

- (c) Where no agreement has been sought by the employer with the majority of employees in accordance with clause 7.3(a), the employer may reach agreement with individual employees in the workplace or a section or sections of it and such agreement binds the individual employee provided the agreement reached is kept by the employer as a time and wages record and provided the agreement is only with an individual employee or a number of individual employees less than the majority in the workplace or a section or sections of it.

7.4 Facilitation by majority agreement

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

| Clause number | Provision |
|-------------------------------|---|
| 15.2(e) | Rest breaks—meat processing establishments only |
| 15.4(b) | Shiftworker crib time |
| 18 | Payment by results |
| 23.1(b)(i) and 23.1(b)(ii) | Operation of shift roster system |
| 23.7 | Twelve <u>12</u> hour days or shifts |

- (b) **Additional safeguard**

Additional safeguards apply to payment by results. Clause 18—Payment by results sets out additional safeguards that employers and employees must observe in respect of payment by results.

7.5 Majority vote at the initiation of the employer

A vote of employees in the workplace or a section or sections of it which is taken in accordance with clauses 7.3 and 7.4 to determine if there is majority support for the implementation of a facilitative provision, is of no effect unless taken with the agreement of the employer.

Part 2—Types of Employment and Classifications

8. Types of employment

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

- (a) full-time;
- (b) part-time; or
- (c) casual; and

(d) in respect of meat processing establishments only, daily hire employment (including part-time daily hire).

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

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

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

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

upon giving the employee seven days' notice of the transfer. Nothing in clause 8.4 authorises an employer to require an employee to transfer to casual employment.

9. Full-time employees

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

10. Part-time employees

10.1 A part-time employee:

- (a) is engaged to work less than 38 ordinary hours per week; and
- (b) has reasonably predictable hours of work of not less than ~~four~~4 consecutive hours on any day; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

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

- (a) the hours worked each day;
- (b) which days of the week the employee will work;
- (c) the actual starting and finishing times of each day; and
- (d) that the minimum daily engagement is ~~four~~4 hours.

10.3 Clause 10.2 does not apply to a meat processing establishment, except for employees of the establishment engaged in retail and/or wholesale sales of fresh meat and/or meat products and any ancillary products.

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

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

10.6 A part-time employee employed under the provisions of ~~this~~ clause 10 will be paid for ordinary hours worked at the minimum hourly rate prescribed in clause 16—Minimum rates.

11. Daily hire employees

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

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

11.3 A daily hire employee may be required by the employer to work no less than 7.6 ordinary hours for each day they are employed.

11.4 A part-time daily hire employee may be required by the employer to work no less than ~~four~~ 4 consecutive hours for each day they are employed.

11.5 Notwithstanding the termination of employment at the end of each day or shift, the engagement of a daily hire employee or part-time daily hire employee will continue until the engagement is terminated.

11.6 Engagement may be terminated by notice on either side as from the end of the ordinary working hours on the day or shift on which notice is given or at any later time specified by the notice.

11.7 An employee who terminates their engagement as from a time prior to the end of the ordinary working hours on any day or shift without having given the notice in accordance with clause 11.6 will not be entitled to payment in respect of any time actually worked on that day or shift.

11.8 A part-time daily hire employee will receive for the hours worked, on a pro rata basis, equivalent pay and conditions to those of daily hire employees who perform the same work.

11.9 In consideration of the rights conferred, a daily hire employee or a part-time daily hire employee will attend and offer for employment at the normal or other place specified by the employer at the usual starting time on each ordinary day unless notified on a particular day they are not required to attend.

11.10 Daily hire loading

For each day worked, a daily hire employee must be paid:

- (a) the daily rate of 1/5th of the minimum weekly rate; and
- (b) a loading of 10% of the daily rate,

for the classification in which they are employed.

12. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Clause 12.9, 12.10, 12.11 and 12.12 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

Administrative change by Modern Awards team – clause providing payment for ordinary hours worked by a casual employee moved from clause 12.14 to clause 12.9, so that it precedes clauses providing for payment for overtime, shiftwork and ordinary hours on a Saturday or Sunday.

- 12.1** A casual employee is an employee who is engaged and paid as a casual employee.
- 12.2** A casual employee will perform such work as the employer requires during the period of the engagement.
- 12.3** Subject to clause 12.6, the minimum period of engagement of a casual employee will be ~~four~~ 4 hours each day or shift, which may be comprised of hours within or outside the span of ordinary hours provided for in this award.
- 12.4** Employment of a casual employee will terminate at the end of each day or shift.
- 12.5** The ordinary hours of work for a casual employee must not exceed 38 hours in any week.
- 12.6** The minimum period of engagement for a casual cleaner employed to clean premises in any establishment may be ~~two~~ 2 hours on any day or shift. The minimum period of engagement for a casual clerk employed as a bookkeeper may be ~~three~~ 3 hours on any day or shift. The hours for casual cleaners or casual clerks may also be within or outside the span of ordinary hours.
- 12.7** Casual employees will be paid at the termination of each engagement or in accordance with the arrangements set out in clause 17.1.
- 12.8** Wherever possible, the employer will notify casual employees of their starting and finishing times for the period of their engagement at the commencement of their engagement.

12.9 Casual loading

For each ordinary hour worked, a casual employee must be paid a rate made up of:

- (a) the minimum hourly rate; and
- (b) a loading of **25%** of the minimum hourly rate,

for the classification in which they are employed.

~~12.9~~**12.10** A casual employee who works overtime does not receive the loading rate set out in clause 12.9 but receives, instead, the overtime penalty rates set out in clause 22—Overtime for the period worked.

~~12.10~~**12.11** A casual employee employed on shiftwork will, in addition to the casual loading set out in clause 12.9, be paid the appropriate shift ~~rate penalty~~ based on the minimum hourly rate excluding the casual loading.

~~12.11~~**12.12** ~~Notwithstanding clause 12.9, the loading received by a~~ A casual ~~employee~~ who works ordinary hours on a Saturday or Sunday, where ordinary hours are permitted by this award, ~~does not receive the rate set out in clause 12.9 but receives, instead,~~ the appropriate weekend ~~loadings—penalty rates as~~ set out in clause 24—Penalty rates ~~Ordinary hours of work and rostering will apply.~~

~~12.12~~**12.13** **Right to request casual conversion in meat processing establishments**

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time, part-time, daily hire or part-time daily hire employment.
- (b) A **regular casual employee** is a casual employee who has over the preceding 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time, part-time or daily hire employee (including part-time daily hire employee) under the provisions of this award.
- (c) A regular casual employee may request to have their casual employment converted to the category of non-casual employment corresponding to the pattern of hours the employee has worked over the period referred to in clause 12.13(b).
- (d) Any request under ~~this~~ clause 12.13 must be in writing and provided to the employer.
- (e) Where a regular casual employee seeks to convert to full-time, part-time, daily hire or part-time daily hire employment, the employer may agree to or refuse the request. The request may only be refused on reasonable grounds and after consultation with the employee.
- (f) Reasonable grounds for refusal may include:
 - (i) that it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time, part-time, daily hire or part-time daily hire employee in accordance with the provisions of this award – that is, the casual employee is not a true regular casual employee as defined in clause 12.13(b);
 - (ii) that it is known, or reasonably foreseeable, that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) that it is known, or reasonably foreseeable, that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months, other than where daily hire is in operation and the reduction in hours is due to seasonal factors; or
 - (iv) that it is known, or reasonably foreseeable, that there will be a significant change in the days and times at which the employee's hours of work are required to be performed in the next 12 months which cannot be

accommodated within the days and/or hours during which the employee is available to work.

- (g) For any ground of refusal to be reasonable it must be based on facts that are known or reasonably foreseeable.
- (h) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (i) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 34—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time, part-time, daily hire or part-time daily hire employment as provided for in ~~this~~ clause 12.13, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert—that is, full-time, part-time, daily hire or part-time daily hire employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2 where that provision is applicable, or otherwise the days the employee will be required to attend for work and the starting and finishing times for each such day.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time, part-time, daily hire or part-time daily hire employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under ~~this~~ clause 12.13.
- (n) Nothing in clause 12.13 obliges a regular casual employee to convert to full-time, part-time, daily hire or part-time daily hire employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in ~~this~~ clause 12.13 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time, part-time, daily hire or part-time daily hire employment.
- (p) An employer must provide a casual employee whether a regular casual employee or not, with a copy of the provisions of ~~this~~ clause 12.13 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ clause 12.13 by 1 January 2018.

- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 12.13(p).

12.1312.14 Right to request casual conversion in non-meat processing establishments

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause 12.14 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph 12.14(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 34—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in ~~this~~ clause 12.14, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under ~~this~~ clause 12.14.
- (o) Nothing in ~~this~~ clause 12.14 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in ~~this~~ clause 12.14 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ clause 12.14 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ clause 12.14 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in ~~paragraph (p)~~ clause 12.14(q).

~~12.14—Casual loading~~

~~For each ordinary hour worked, a casual employee must be paid:~~

- ~~(a) the minimum hourly rate; and~~
- ~~(b) a loading of 25% of the minimum hourly rate;~~

~~for the classification in which they are employed.~~

13. Classifications

Employees covered by this award are to be classified according to the structure set out in Schedule A—Classification Definitions.

Part 3—Hours of Work

14. Ordinary hours of work and rostering

Typographical error in clause 14.3(d) corrected in accordance with [\[2019\] FWCFB 6899](#) at [9] and [\[2019\] FWCFB 6935](#).

Clause 14.2 amended in accordance with [\[2019\] FWCFB 6935](#).

14.1 Ordinary hours and roster cycles

- (a) The ordinary hours of work for a full-time employee must not exceed 38 hours per week or an average of 38 hours per week not exceeding 152 hours in 28 days.
- (b) The ordinary hours of work for a part-time or casual employee will be in accordance with clause 10—Part-time employees and clause 12—Casual employees.
- (c) The ordinary hours of work for a casual employee must not exceed 38 hours in any week.
- (d) The ordinary hours of work must be worked continuously at the discretion of the employer, except for meal breaks or other breaks prescribed in the award.
- (e) The maximum number of ordinary hours which may be worked on any day or shift must not exceed 10 hours.
- (f) Any hours worked outside the spread of hours listed must be paid at overtime rates.

14.2 Cleaners

Regardless of the spread of hours in clauses 14.3(a), 14.4(a) or 14.5(a), cleaners may be employed to work ordinary hours between 6.30 am and midnight in any establishment under this award. [A cleaner may be entitled to a payment under clause 24.4](#)

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

- (a) Subject to clause 14.3(b), ordinary hours for these establishments are worked between:

| Days | Spread of hours |
|------|-----------------|
|------|-----------------|

| | |
|------------------|-----------------|
| Monday to Friday | 6.00 am–8.00 pm |
|------------------|-----------------|

- (b) Where the employer and a majority of affected employees agree, ordinary hours may be worked on Saturday and Sunday. Agreement in this respect may also be reached between the employer and an individual employee.
- (c) Payment for ordinary hours on weekends in accordance with clause 14.3(b) is provided in accordance with clause 24.1.
- (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.
- (e) Any work performed by an employee prior to the commencement of the spread of hours and which is continuous with the normal ordinary hours for the purpose, for example, of getting the plant in a state of readiness for processing work, may be regarded as part of the employee’s ordinary hours of work.
- (f) Where an employee of the establishment is engaged in retail and/or wholesale of fresh meat and/or meat products and any ancillary products, clause 14.3 will not apply and clause 14.5 will apply to the employee.

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

- (a) Ordinary hours for these establishments are worked between:

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

- (b) In addition, up to ~~four~~4 ordinary hours may be worked by an employee on Saturday between the hours of 6.00 am and 6.00 pm.
- (c) Payment for ordinary hours worked on Saturday is provided in accordance with clause 24.2(a).
- (d) Where an employee of the establishment is engaged in retail and/or wholesale of fresh meat and/or meat products and any ancillary products, clause 14.4 will not apply and clause 14.5 will apply to the employee.

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

- (a) Ordinary hours for these establishments are worked between:

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

(b) Payment for ordinary hours on weekends will be in accordance with clause 24.3.

(c) Load out areas

Notwithstanding clause 14.5(a), in load out areas involving the receipt, storage, inspection, load out and delivery of meat or meat products, the ordinary hours may be worked between 10.00 pm and 4.00 pm (the following day), Sunday to Saturday. Payment will be in accordance with clause 24.3(d).

(d) Weekends off

Once every ~~four~~4 weeks, an employee who works ordinary hours on each Sunday over a 152 hour work cycle must be given ~~three~~3 consecutive days off which will include Saturday and Sunday. Any alternative arrangements between the employer and the employee must be by mutual agreement and in writing and signed by each of the parties.

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

Where an employee of an establishment covered by this award is called upon to perform meat retail establishment duties, the hours of work provisions for the employee will be all the provisions associated with a meat retail establishment as contained in clause 14.5.

14.6 Methods of arranging ordinary working hours

(a) ~~This~~Clause 14.6 applies to all establishments.

(b) Matters upon which agreement may be reached include:

- (i) how the hours are to be averaged within a work cycle established;
- (ii) the duration of the work cycle for day workers provided that such duration does not exceed ~~three~~3 months;
- (iii) rosters which specify the starting and finishing times of working hours;
- (iv) a period of notice of a rostered day off which is less than ~~four~~4 weeks;
- (v) substitution of rostered day off;
- (vi) accumulation of rostered days off;
- (vii) arrangements which allow for flexibility in relation to the taking of rostered days off; and
- (viii) arrangements of ordinary hours overall.

14.7 Rostering

- (a) The employer must post a roster in the premises, showing the starting and finishing times for ordinary hours for employees.
- (b) Starting and finishing times appearing on the roster will be for a period which is not less than one week in length.
- (c) This roster may be amended by the employer provided 36 hours' notice is given. Any change to regular rosters or ordinary hours of work is subject to the consultative provisions in clause 32—Consultation about major workplace change.

14.8 Make-up time

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

15. Breaks

15.1 Unpaid meal breaks

- (a) No employee will work for longer than ~~five~~ 5 hours without a minimum 30 minute unpaid meal break. Any alternative arrangements between the employer and the employee must be by mutual agreement between the parties.
- (b) Any employment called upon to work during meal break will be paid at overtime for that period.

15.2 Paid rest breaks—meat processing establishments only

- (a) Subject to the other parts of ~~this~~ clause 15.2, employees whose duties are integral to the operation of a mechanised chain, conveyor, or other similar constantly moving system of production, or a non-mechanised rail system of conveyance, will be entitled to a rest break of 10 minutes during their ordinary hours of work, to be taken in the first half of the day or shift, at a time to be decided by the employer.
- (b) **Employees whose duties are integral to the operation** in 15.2(a) means employees of the following classifications who are engaged to work on or in close connection with the relevant system of production or conveyance, namely:
 - (i) Slaughtering operations—slaughterers, knife-hands, gut-room labourers, tripe room labourers; and
 - (ii) Boning operations—boners, slicers, packers (including cryovac operators and scalers, where employed as part of a packing team), pre-trimmers and employees engaged to push carcasses or sides to or from slaughterers or boners on rail systems.
- (c) A rest break taken in accordance with 15.2(a) will count as ordinary time worked.

- (d) ~~This clause~~ 15.2 will not apply to a meat processing establishment unless it employs a total of more than 15 employees referred to in clause 15.2(a) and 15.2(b).
- (e) The employer and the majority of employees in any establishment or section of an establishment may, in relation to the rest break provided in clause 15.2(a) agree to:
 - (i) extend or reduce the length of the rest break;
 - (ii) split the break into different periods, or add further rest breaks;
 - (iii) forego the taking of a rest break;
 - (iv) forego payment for all or part of any rest break provided in ~~this~~ clause 15.2; or
 - (v) an alternative arrangement.
- (f) An employee is not entitled to a rest break under 15.2(a) unless the employee is rostered to work at least a total of ~~four~~ 4 hours on that day or shift.

15.3 Interruption of work

If an interruption of work for any cause occurs within 20 minutes of the commencement of a rest break or within 20 minutes of a normal meal break, the employer may direct that the rest break or meal break be taken. Provided that where there is a breakdown of machinery within one hour of the time of the normal meal break, the employer may require employees to have their meal break at an earlier time.

15.4 Shiftworkers

An employer must provide a shiftworker, except a shiftworker engaged on a three-shift system, with either:

- (a) an unpaid meal break in accordance with clause 15.1(a); or
- (b) crib time of 30 minutes after working ~~five~~ 5 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.

Part 4—Wages and Allowances

16. Minimum rates

Monetary amounts have been adjusted as a result of AWR 2019 – changes not tracked.

Minimum rates table amended in accordance with [\[2019\] FWCFCB 5409](#) at [114].

16.1 Adult rates

An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

| Employee classification | Minimum weekly rate <u>(full-time employee)</u> | Minimum hourly rate |
|-------------------------|--|---------------------|
| | \$ | \$ |
| MI 1 | 740.80 | 19.49 |
| MI 2 | 766.90 | 20.18 |
| MI 3 | 776.50 | 20.43 |
| MI 4 | 795.70 | 20.94 |
| MI 5 | 810.40 | 21.33 |
| MI 6 | 827.80 | 21.78 |
| MI 7 | 862.50 | 22.70 |
| MI 8 | 894.10 | 23.53 |

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

16.2 Junior employees rates

- (a) Junior employees will be paid the percentage of the applicable adult weekly rate (or in the case of part-time or casual employees, the hourly rate) for their classification as follows:

| Age | % of adult rate |
|----------------|-----------------|
| Under 17 years | 50 |
| 17 years | 60 |
| 18 years | 75 |
| 19 years | 85 |

16.3 Apprentices rates

(a) **Minimum rates for apprentices**

- (i) The minimum award rates for apprentices completing a ~~four~~ 4 stage or year apprenticeship and who commenced before 1 January 2014 are the following percentages of the minimum weekly wage MI 7:

| Stage or year of apprenticeship | % of MI 7 |
|---------------------------------|-----------|
| 1 | 50 |
| 2 | 60 |
| 3 | 85 |
| 4 | 95 |

- (ii) The minimum award rates for apprentices completing a ~~four~~4 stage or year apprenticeship and who commenced on or after 1 January 2014 are the following percentages of the minimum weekly wage MI 7:

| Stage or year of apprenticeship | % of MI 7 for apprentices who have not completed year 12 | % of MI 7 for apprentices who have completed year 12 |
|---------------------------------|--|--|
| 1 | 50 | 55 |
| 2 | 60 | 65 |
| 3 | 85 | 85 |
| 4 | 95 | 95 |

16.4 Adult apprentice ~~s~~rates

- (a) The minimum award rates for adult apprentices who commenced on or after 1 January 2014 and are in the first ~~stage~~ or year of their apprenticeship must be 80% of the minimum wage for MI 7, or the rate prescribed by clause 16.3(a) for the relevant year of the apprenticeship, whichever is greater.
- (b) The minimum award rates for adult apprentices who commenced on or after 1 January 2014 and are in the second and subsequent ~~stages~~ or years of their apprenticeship must be the rate for the lowest adult classification in clause 16.1, or the rate prescribed by clause 16.3(a) for the relevant year of the apprenticeship, whichever is greater.
- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least ~~six~~6 months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 16.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

16.5 Apprentice conditions of employment

- (a) The terms of this award apply to apprentices in the meat industry except where otherwise stated. Apprentices may be engaged in trades or occupations that are defined and provided for in Schedule A—Classification Definitions where such trades or occupations are declared or recognised by an apprenticeship authority. There is no such declaration or recognition for a trade qualified Slaughterer as defined.
- (b) For the purposes of ~~this~~ clause 16.5 herein, **apprenticeship authority** means a State or Territory training authority with the responsibility for the apprenticeship.
- (c) In any State in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions

of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.

- (d) An apprentice may be engaged under a training agreement approved by the relevant apprenticeship authority, provided the qualification outcome specified in the training agreement is consistent with that established for the vocation in the training package.
- (e) Apprenticeships under this award are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience and any additional requirements set out in this award.
- (f) The nominal period of the apprenticeship is up to ~~four~~ 4 years, however this period may be varied as follows:
 - (i) to make up for lost time as set out in clause 16.5(q); and/or
 - (ii) with the approval of the relevant State or Territory apprenticeship authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired; and/or
 - (iii) it may be extended by up to ~~six~~ 6 months in Stage 3 and 12 months in Stage 4 in the apprenticeship where required to complete the competencies.
- (g) Notwithstanding the nominal period, the apprenticeship may be completed in a shorter period when:
 - (i) the qualification specified in the training agreement is successfully completed; and
 - (ii) the apprentice has the necessary practical experience to achieve competency in the skills covered by the training agreement, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant state/territory apprenticeship authority for determination; and
 - (iii) the requirements of the relevant state/territory apprenticeship authority with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iv) with respect to trades where there are additional licensing or regulatory requirements under State legislation or this award, when these requirements are met.
- (h) An apprenticeship may be cancelled or suspended only in accordance with the requirements of the training agreement and the requirements of State legislation and the apprenticeship authority.
- (i) The probationary period of an apprentice is as set out in the training agreement or contract of apprenticeship consistent with the requirement of the

apprenticeship authority and with State legislation but must not exceed three months.

- (j) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. ~~This subclause~~ Clause 16.5 operates subject to the provisions of Schedule D—School-based Apprenticeships.
- (k) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.
- (l) The ordinary hours of employment of apprentices in each enterprise are not to exceed those of the relevant tradesperson.
- (m) The minimum wages applying to apprentices under this award are dealt with in clause 16.3 clause and 16.4 and no apprentice is to work under a system of payment by results.
- (n) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages for any training and assessment specified in, or associated with, the training contract.
- (o) The nominal period of the apprenticeship is extended by an additional day for each day of absence during each year of the apprenticeship, except in respect of absences due to annual leave or long service leave.
- (p) Periods of paid personal/carer leave which total ten or less days in any apprenticeship year do not extend the nominal period of the apprenticeship.
- (q) Except where the apprentice meets the competency requirements to progress to the next stage as set out in 16.9 the following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours must be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

16.6 Payment of Travel Costs, Fees and Text Books

- (a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that ~~this~~ clause 16.6 will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (b) For the purposes of 16.6(a) excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of ~~this~~

~~subclause~~ clause 16.6, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

- (c) The amount payable by an employer under 16.6(a) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (d) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within ~~six~~ 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (e) An employer may meet its obligations under 16.6(d) by paying any fees and/or cost of textbooks directly to the RTO.

16.7 Competency based progression

- (a) For the purpose of competency based wage progression in 16.3 and 16.4 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
 - (i) competency has been achieved in the relevant proportion of the total units of competency specified in clause 16.9 for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - (ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iii) either:
 - the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or
 - the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.
- (b) If the employer disagrees with the assessment of the RTO referred to in the second dot point in clause 16.7(a)(iii) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship

progression provisions of this award may be dealt with in accordance with the dispute resolution clause.

- (c) For the purposes of ~~this~~ clause 16.7, the training package containing the qualification specified in the contract of training for the apprenticeship sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of ~~this~~ clause 16.7 is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
- (d) The apprentice will be paid the wage rate referred to in clause 16.7(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 16.7(a)(iii) or on a date as determined under the dispute resolution process in clause 16.7(b).

16.8 Minimum wages

The minimum wages for an apprentice are as set out in the following table, provided that progression through the stages set out in this table is in accordance with clause 16.9.

| Stage of apprenticeship | % of MI7 for apprentices who have not completed year 12 | % of MI7 for apprentices who have completed year 12 |
|-------------------------|---|---|
| Stage 1 | 50 | 55 |
| Stage 2 | 60 | 65 |
| Stage 3 | 85 | 85 |
| Stage 4 | 95 | 95 |

16.9 Conditions for progression through each stage

The conditions for progression to each stage are set out in the following table:

| Stage of apprenticeship entry, exit and progression requirements |
|--|
| Stage 1 |
| Entry |
| Nil entry requirements |
| Exit |
| There is no exit point at this stage |

| Stage of apprenticeship entry, exit and progression requirements |
|---|
| Stage 2 |
| Entry |
| An apprentice enters Stage 2: |
| <ul style="list-style-type: none"> • on attainment of 25% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; or • 12 months after commencing the apprenticeship, subject to clause 16.5(o); |
| whichever is earlier. |
| Exit |
| There is no exit point at this stage |
| Stage 3 |
| Entry |
| An apprentice enters Stage 3: |
| <ul style="list-style-type: none"> • on attainment of 50% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; or • 12 months after commencing Stage 2, subject to clause 16.5(o); |
| whichever is earlier. |
| Exit |
| There is no exit point at this stage |
| Stage 4 |
| Entry |
| An apprentice enters Stage 3: |
| <ul style="list-style-type: none"> • on attainment of 75% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; or • 12 months after commencing Stage 3, subject to clause 16.5(o); |
| whichever is earlier. |
| Exit |
| Upon the attainment of 100% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan and subject to clauses 16.5(e), 16.5(f), 16.5(g) and 16.5(o), an apprentice will exit with the relevant AQF Certificate III qualification. |

16.10 Higher duties

- (a) An employee required to perform the duties of a position at a higher classification level for 2 hours or longer, must be paid, for all work done on that day or shift, the rate applicable for that higher level.
- (b) If the work at the higher classification level is for less than 2 hours, the employee will be paid for 2 hours at the higher rate and the balance of their working time will be paid at the rate of the employee's ordinary classification.

16.11 National training wage

- (a) Schedule E to the *Miscellaneous Award 20~~19~~**XX*** sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20~~19~~**XX*** as at 1 July ~~2019~~**2018**. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20~~19~~**XX*** is to be read as referring to the *Meat Industry Award 20~~19~~**XX*** and not the *Miscellaneous Award 20~~19~~**XX***.

16.12 School based apprentices

For school-based apprentices, see Schedule D—School-based Apprenticeships.

16.13 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.

17. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 17.1** Wages will be paid on a regular weekly basis or in a manner agreed between the employer and employee. If there is no agreement, payment must be made on the usual pay day each week Monday to Thursday.

Payment of wages on termination is being considered in matter [AM2016/8](#).

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

18. Payment by results

- 18.1** ~~This clause~~ 18 applies only to meat processing establishments.
- 18.2** Subject to the provisions of ~~this clause~~ 18 an employer may elect to pay employees under an incentive payment system (as an alternative to the timework payment system provided in this award).

- 18.3** An incentive payment system may apply to the whole of a workplace or enterprise covered by this award or a section or sections of such workplace or the specified categories of employees within the workplace and, to the extent of any inconsistency, will prevail over the timework payment system provided in this award whilst the incentive payment system remains in force.
- 18.4** The terms and conditions of any incentive payment system and any agreed modification to such system will be:
- (a) fully explained by the employer to all employees working under such system prior to implementation;
 - (b) committed to writing by the employer in a form that enables the operation of the system to be readily understood, and allows employees to monitor accrual of entitlements under the system; and
 - (c) made available by the employer in written form to all employees covered by the system, upon request, or to an employee.
- 18.5** The information upon which payments under an incentive system are calculated, and all payments made and other benefits provided to employees under a system must be recorded in writing in the time and wages records of the employer kept in accordance with the requirements of the [Act](#).
- 18.6** Subject to ~~this clause 18~~, all wages and other entitlements payable to an employee in accordance with an incentive payment system under ~~this clause 18~~, will be payable to the employee as if the terms of the incentive payment system were terms of this award.
- 18.7** Once implemented, any incentive payment system may only be modified by agreement between the employer and the majority of employees covered by the system. Unless expressly agreed by the employer and a majority of employees no modification to the system will operate so as to detract from or reduce accrued or accruing rights in respect of work performed by employees prior to the implementation of the modification.
- 18.8** Nothing in clause 18.11 will affect the right of an employer or a majority of employees to terminate any incentive payment system under clause 18.11 in cases where no modification of the system is sought.
- 18.9** Subject to this award, [NES](#) and the [Act](#), the minimum ordinary time earnings for a day or week for employees working in accordance with an incentive payment scheme will be based on the rate of pay prescribed by clause 16—Minimum rates for the classification of the employee plus:
- (a) for daily hire employees, an incentive loading of 20% of the employees classification rate, and a daily hire loading of 10% of the employees classification rate;
 - (b) for casual employees, an incentive loading of 20% of the employees classification rate, and a further casual loading of 25% of the employees classification rate; or
 - (c) for all other employees, an incentive loading of 20% of the employees classification rate.

- 18.10** Employees working in accordance with an incentive payment system who perform work in overtime hours defined in clause 22—Overtime or on Saturdays, Sundays or public holidays, will be entitled to minimum payments for all work performed during such times which are no less than the payments to which such employees would be entitled for such time periods worked pursuant to clauses 14—Ordinary hours of work and rostering, clause 22—Overtime and clause 31—Public holidays.
- 18.11** Subject to clause 18.7 the employer or the majority of the employees covered by any incentive payment system may elect at any time to terminate any such system in force, either in relation to the whole of an establishment or enterprise or any part thereof, upon giving not less than ~~two~~2 months' notice of their intention to do so.
- 18.12** All payments made to employees working under an incentive payment system for work performed during ordinary hours must be treated as the ordinary time rate for the purpose of calculating payment for annual leave, sick leave, public holidays and other paid leave under the award. The weekly rate of pay for such purposes will be calculated by dividing all payment for work performed in ordinary hours over the 12 months' preceding the taking of leave, by the number of weeks during which any such work was performed. The daily rate of pay will be the appropriate pro rata percentage of the weekly rate.
- 18.13** If an employee is a member of a union, the employee may be represented by a union in meeting and conferring with the employer about the implementation of ~~this~~clause 18, and in such case, the union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of ~~this~~clause 18. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed arrangements.
- 18.14** For the purpose of ~~this~~clause 18, the following will apply:
- (a) **incentive payment system** means a system of payment whereby the rate or quantum of wages is calculated for each day, shift or week by direct reference to the amount of work performed by the employee, either individually or as a member of a team; and
 - (b) **timework payment system** means a system of payment whereby the rate or quantum of wages is calculated for each day, shift or week (or part thereof) worked by reference to the time worked by employees, irrespective of the amount of work actually performed during that time, whether or not expected or predicted levels of production are agreed or specified during such work time.
- 18.15 Transitional**
- (a) As at 1 January 2010 if an employer elected to maintain in force an incentive payment system that was in force and effect immediately prior to that date, then the employer will be taken to have elected to implement that system in accordance with clause 18.2.
 - (b) If an employer elects to maintain an existing incentive payment scheme under ~~this~~clause 18, that scheme will apply from that date in the same manner as if the scheme was implemented for the first time under ~~this~~clause 18.

19. Relieving inspection duties

- 19.1** An employee who is usually engaged to perform work in a classification under this award and who is requested to perform meat inspection duties on a relief basis will be entitled to payment for all such periods of relief duty at the rate specified for the classifications appearing in clause A.3.6 of Schedule A—Classification Definitions.
- 19.2** For the purposes of ~~this~~ clause 19 only, meat inspection duties will mean and include the performance of any number of the tasks usually performed by a meat inspector (as defined in clause 4.3(a) of this award).

20. Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
 Note inserted in accordance with [\[2015\] FWCFCB 4658](#) at [57].

NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 20.1** Employers must pay to an employee any allowances the employee is entitled to under ~~this~~ clause 20. For a list of all monetary allowances and the method of adjustment, see Schedule C—Summary of Monetary Allowances.

20.2 Wage-related allowances

(a) Cold temperature allowance

A cold temperature allowance will be paid to an employee who is required to work in a temperature artificially reduced below zero degrees Celsius for every hour or part of an hour for which, in the aggregate, the employee is required to work:

| Temperature range | \$ per hour or part thereof |
|---------------------------------|-----------------------------|
| Below zero but not below -16°C | 0.59 |
| Below -16°C but not below -18°C | 1.02 |
| Below -18°C but not below -21°C | 1.45 |
| Below -21°C | 1.97 |

(b) First aid allowance

A first aid allowance of **\$3.22** per day must be paid to an appropriately qualified employee who acts instead of and performs the duties of a full-time first aid officer or nurse.

(c) Leading hand allowance

- (i) A leading hand allowance of **\$13.80** per week must be paid to leading hands supervising at least three but fewer than ten employees (including juniors and apprentices).

- (ii) A leading hand allowance of **\$19.84** per week must be paid to leading hands supervising ten or more employees.

20.3 Expense-related allowances

(a) Clothing allowance (meat processing establishments only)

- (i) A clothing allowance of **\$3.60** per week, or **\$0.72** per day, will be paid to employees required to launder their own outer working clothes.
- (ii) The allowance is not payable where the employer launders the employee's outer working clothes free of charge.

(b) Meal allowance

A meal allowance of **\$14.70** will be paid to an employee who is required to work overtime for one and a half hours or more after the employee's rostered finishing time.

(c) Travelling and transfers

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

21. Superannuation

21.1 Superannuation legislation

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

21.2 Employer contributions

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

21.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 21.3(a) or 21.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or 21.3(b) was made.

21.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2, and pay the amount authorised under clauses 21.3(a) or 21.3(b), to one of the following superannuation funds or its successor:

- (a) Australian Meat Industry Superannuation Trust (AMIST);
- (b) Meat Industry Employee's Superannuation Fund (MIESF);
- (c) Statewide Superannuation Trust;
- (d) Tasplan Ltd;
- (e) AustSafe Super;
- (f) Sunsuper;
- (g) TWUSUPER;
- (h) AustralianSuper;
- (i) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (j) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Overtime, Shiftwork and Penalty Rates

22. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

22.1 Entitlement to overtime and payment

- (a) All time worked outside ordinary working hours on any day as prescribed in clause 14—Ordinary hours of work and rostering (or in the case of a shiftworker, outside the hours rostered as ordinary shiftwork hours in accordance with 14.7—Rostering) will be deemed to be overtime and be paid **150% of the employee's minimum hourly rate** for the first three hours and **200%** thereafter.
- (b) All overtime worked on a Sunday in meat processing establishments must be paid at **200% of the employee's minimum hourly rate** with a minimum payment of 4 hours.

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates including overtime rates.

22.2 Time off instead of payment for overtime

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 22.2 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to 3 hours' time off.

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 22.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 22.2(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 22.2 will apply for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 22.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.2.

23. Shiftwork

Clause 23.3(f) amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

23.1 Hours of work—shiftwork

- (a) Shifts may be worked on any work covered by this award.
- (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 23.1(b)(i) and 23.1(b)(ii). The ordinary hours of work for a part-time employee will be in accordance clause 10 and for a casual employee will be in accordance with clause 12.
 - (i) Where the employer and the majority of affected employees agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
 - (ii) In the absence of agreement between the employer and employee, by the employer giving not less than ~~seven~~**7** days' notice to each employee of such proposed change of times.
- (c) The ordinary hours of work are to be worked continuously, except for meal and any rest breaks, at the discretion of the employer.
- (d) Except at changeover of shift an employee will not be required to work more than one shift in each 24 hours.
- (e) Transfer of an employee from day work to shiftwork, or from shiftwork to day work, will be by agreement between the employer and the employee.

- (f) Shifts may be worked on a one-shift, two-shift or three-shift system.

23.2 Shiftwork definitions

For the purpose of ~~this~~ clause 23:

afternoon shift means any shift commencing at or after 2.00 pm and finishing at or before midnight.

day shift in a three-shift system means any shift finishing at or after 2.00 pm and at or before 4.00 pm.

fixed night shift means a night shift on which an employee is not allowed to rotate so as to give the employee at least one week in each ~~three~~³ consecutive weeks on another shift or shifts.

night shift means any shift finishing subsequent to midnight and at or before 9.00 am.

non-successive shift means afternoon or night shifts which do not continue for at least ~~five~~⁵ successive afternoon or night shifts.

23.3 Shiftwork rates

(a) Afternoon shift

A shiftworker will be paid **115% of the minimum hourly rate** for all ordinary hours worked on afternoon shift.

(b) Night shift

A shiftworker will be paid **125% of the minimum hourly rate** for all ordinary hours worked on night shift.

(c) Fixed night shift

A shiftworker will be paid **130% of the minimum hourly rate** for all ordinary hours worked on fixed night shift.

(d) Non successive shifts

A shiftworker will be paid:

- (i) **150% of the minimum hourly rate** for the first ~~three~~³ hours; and
- (ii) **200% of the minimum hourly rate** thereafter,

for all ordinary hours worked on non-successive afternoon or night shifts.

(e) Casual shiftwork

A casual shiftworker will be paid the appropriate shift rate and the **25%** casual loading (as prescribed by clause 12.9) based on the minimum hourly rate in clause 16.1 for the classification in which the casual employee is employed. For example, a casual employee working on afternoon shift would be paid **140%** of the minimum hourly rate.

(f) Cleaners—shiftwork rates and cleaning penalties not cumulative

Where a cleaning employee is entitled to a penalty rate under clause 24.4 and a shiftwork rate under clause 23.3 in relation to the same shift, the employee will only be entitled to payment of the higher penalty rate and not both.

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

23.4 Meal break—shiftworkers

Meal breaks for shiftworkers are provided in accordance with clause ~~9~~15.4.

23.5 Altering starting times

Unless otherwise agreed, an individual employee who is required to alter their starting time to enable the management to make provision for a replacement will be given at least 24 hours' notice of the change. Any change to regular rosters or ordinary hours of work is subject to the consultative provisions in clause 32—Consultation about major workplace change.

23.6 Three-shift systems

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

23.7 Twelve hour days or shifts

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

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

24. Penalty rates

Clause 24.2(a) and clause 24.3(c) amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

An employee will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods.

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

Where agreement is reached in accordance with clause 14.3(b) ordinary hours may be worked on weekends at the following rates:

(a) **Saturday**

An employee will be paid **150% of the minimum hourly rate** for ordinary hours worked between midnight Friday and midnight Saturday.

(b) **Sunday**

An employee will be paid **200% of the minimum hourly rate** for ordinary hours worked between midnight Saturday and midnight Sunday.

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

(a) **Saturday**

(i) An employee who works up to ~~four~~4 ordinary hours on Saturday in accordance with clause 14.4(b) will be paid **125% of the minimum hourly rate** for those ordinary hours worked on Saturday.

(ii) Casuals working ordinary hours on Saturday receive the ~~penalty rate~~ outlined in clause 24.2(a)(i) instead of the ~~casual loading rate~~ referred to in clause 12.9.

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

(a) **Saturday**

An employee will be paid **125% of the minimum hourly rate** for all ordinary hours worked on a Saturday between 4.00 am and 6.00 pm.

(b) **Sunday**

An employee will be paid **150% of the minimum hourly rate** for all ordinary hours worked on a Sunday between 8.00 am and 6.00 pm.

(c) **Casual weekend rates**

A casual employee working ordinary hours on a weekend will be paid the appropriate penalty rate in accordance with clauses 24.3(a) or ~~(b)~~ 24.3(b) instead of the ~~casual loading rate~~ in clause 12.9.

(d) **Load out areas**

An employee working in a load out area in accordance with clause 14.5(c) will be paid **125% of the minimum hourly rate** for ordinary hours worked between 10.00 pm and 6.00 am.

24.4 Cleaners

(a) A cleaning employee will be paid **105% of the minimum hourly rate** for ordinary hours worked commencing after 8.30 am and before 12.00 noon.

- (b) A cleaning employee will be paid **112.5% of the minimum hourly rate** for ordinary hours worked commencing at 12.00 noon or later and finishing at or before midnight.

24.5 Payment for work on public holidays

Payment for work on public holidays will be in accordance with clause 31.3.

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

Part 6—Leave and Public Holidays

25. Annual leave

- 25.1** Annual leave is provided for in the [NES](#). Annual leave does not apply to a casual employee.

25.2 Definition of shiftworker

For the purpose of the additional week of leave provided for in the [NES](#), **shiftworker** is a ~~seven~~7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

25.3 Payment for annual leave

- (a) Before the start of an employee's annual leave, the employer must pay the employee for the employee's ordinary hours of work:
 - (i) at the employee's ordinary time earnings for the hours the employee would have worked during the period; and
 - (ii) any annual leave loading payable under clause 25.5.
- (b) For the purpose of ascertaining ordinary time earnings in clause 25.3(a)(i), the following are not included:
 - (i) incentive based payments (other than those coming within clause 18—Payment by results);
 - (ii) bonuses;
 - (iii) loadings (other than the loading for daily hire and part-time daily hire employees as set out in clause 11.10);
 - (iv) monetary allowances;
 - (v) overtime;
 - (vi) penalty payments (other than ordinary hour penalty rates for employees provided for in this award and only if the employee is regularly rostered to work on weekends); and
 - (vii) any other separately identifiable amounts.

- (c) In the event of an employee being engaged ~~four~~4 weeks prior to the commencement of leave, or termination of employment, in ~~two~~2 or more classifications entitling the employee to different rates of pay, the wages to be paid to the employees will be the average of the weekly wage rates for the classifications in which the employee was engaged.

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is be entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

25.4 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in ~~this~~ clause 25, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

25.5 Annual leave loading

Annual leave loading remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [153].

- (a) An employee will receive a loading of **17.5%** calculated on the employee's minimum rate of pay set out in clause 16—Minimum rates.
- (b) Employees who would have worked shiftwork if they had not been on leave will be paid the greater of:
- (i) the relevant shift allowance; or
 - (ii) the **17.5%** loading.
- (c) An employee and the employer may agree to defer payment of the annual leave loading in respect of single day absences until at least ~~five~~5 consecutive annual leave days are taken.
- (d) No annual leave loading is due for a period of leave paid out which is less than one year.

25.6 Payment of accrued annual leave on termination of employment

Where an employee leaves or is terminated by the employer during the course of any qualifying 12 month period the employer must pay that employee pro rata wages calculated at the rate of 2.93 hours for each completed week of work. In the case of ~~seven~~7 day shiftworkers, the proportionate payment will be calculated on the basis of 3.66 hours for each completed week of work.

25.7 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

- (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 25.7 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 25.7 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 25.7, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

25.8 Annual close-down

Issue remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [247].

- (a) Where an employer closes down a plant or a section of a plant for the purpose of allowing annual leave to all or the bulk of the employees in the plant or sections concerned, the employer should, where possible, give affected employees not less than three months' notice of the employer's intention to stand down all employees in the plant or sections concerned.
- (b) For those employees who have not qualified for annual leave in accordance with clause 25, paid leave on a proportionate basis at the appropriate rate of wage and loading prescribed by clauses 25.3 and 25.5 will be granted.
- (c) An employee who has then qualified for annual leave in accordance with clauses 25.1 or 25.2 and has also completed a further month or more of continuous service will be allowed leave and will also be paid leave on a proportionate basis for the period worked since the close of the employee's last 12 monthly qualifying period.
- (d) The next 12 month qualifying period for each employee affected by the close-down will commence from the day on which the plant or section concerned is reopened for work. Provided that all time during which an employee is stood off without pay for the purposes of ~~this~~ clause 25.8 will be deemed to be time of service in the next 12 monthly qualifying period.
- (e) If in the first year of service with an employer an employee is allowed proportionate annual leave under clause 25.8(b), and subsequently within such year leaves employment or employment is terminated by the employer through no fault of the employee, the employee will be entitled to the benefit of clause 25.6 subject to the adjustment for any proportionate leave which may have been allowed.

25.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 25.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 25.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 25.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 25.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 25.9 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 25.9.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.9.

NOTE 3: An example of the type of agreement required by clause 25.9 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

25.10 Excessive leave accruals: general provision

NOTE: Clauses 25.10 to 25.12 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 25.2).

- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 25.11 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 25.12 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

25.11 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 25.10(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a) clause~~ 25.11(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.10, 25.11 or 25.12 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 25.11(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 25.11(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d) clause~~ 25.11(d) may result in the direction ceasing to have effect. See clause 25.11(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

25.12 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 25.10(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

- (b) However, an employee may only give a notice to the employer under ~~paragraph (a)-clause~~ 25.12(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 25.11(a) that, when any other paid annual leave arrangements (whether made under clause 25.10, 25.11 or 25.12 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a)-clause~~ 25.12(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.10, 25.11 or 25.12 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a)-clause~~ 25.12(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 25.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a)-clause~~ 25.12(a).

26. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

27. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

28. Community service leave

Community service leave is provided for in the [NES](#)

29. Long service leave

Long service leave is provided for in the [NES](#).

30. **Unpaid family and domestic violence leave**

Clause 30 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

31. **Public holidays**

Clause 31 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] and [PR712252](#).

Administrative change by Modern Awards team to terminology of rates in clause 31.3 to make it consistent with terminology used throughout the exposure draft.

31.1 Public holidays are provided for in the [NES](#).

31.2 **Substitution of public holidays ~~by agreement~~**

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

~~(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.~~

~~(b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.~~

31.3 **Payment for work on public holidays**

Employees including casuals who work on:

(a) Christmas Day and Anzac Day will be paid at ~~double-200% of~~ the minimum hourly rate for all time worked;

(b) Good Friday will be paid for all time worked at the rate of ~~time and a half-150%~~ for the first ~~four 4~~ hours and ~~double time-200%~~ thereafter based on the minimum hourly rate; and

(c) any other public holiday will be paid at ~~time and a half-150%~~ for the first ~~two 2~~ hours and ~~double time-200%~~ thereafter based on the minimum hourly rate.

For all employees other than casuals, the above payments will be in addition to the minimum weekly, daily or hourly rate of pay as appropriate, calculated by reference to the minimum hourly rate.

31.4 Time off instead of public holiday rates

Notwithstanding any other provision of ~~this~~ clause 31, when an employee agrees to work on a public holiday which is part of their ordinary working week, they will be paid at the rate prescribed by ~~this~~ clause 31.3 for the particular holiday, or by agreement between the employee and employer they may be paid the appropriate minimum rate and given equivalent ordinary time off instead within 28 days of the holiday occurring unless other arrangements are agreed to by the employer and employee.

31.5 Part-day public holidays

For provisions relating to part-day public holidays see Schedule H—Part-day Public Holidays.

Part 7—Consultation and Dispute Resolution

32. Consultation about major workplace change

32.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

32.2 For the purposes of the discussion under clause 32.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

32.3 Clause 32.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

32.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 32.1(b).

- 32.5** In clause 32 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer’s workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 32.6** Where this award makes provision for alteration of any of the matters defined at clause 32.5, such alteration is taken not to have significant effect.
- 33. Consultation about changes to rosters or hours of work**
- 33.1** Clause 33 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 33.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 33.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 33.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 33.4** The employer must consider any views given under clause 33.3(b).
- 33.5** Clause 33 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.
- 34. Dispute resolution**
- 34.1** Clause 34 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 34.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 34.3** If the dispute is not resolved through discussion as mentioned in clause 34.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through

discussion between the employee or employees concerned and more senior levels of management, as appropriate.

- 34.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 34.2 and 34.3, a party to the dispute may refer it to the Fair Work Commission.
- 34.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 34.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 34.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 34.
- 34.8** While procedures are being followed under clause 34 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 34.9** Clause 34.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

35. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

- 35.1** Notice of termination by an employee
- (a) Clause 35.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
 - (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

| Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given | Column 2 Period of notice |
|---|--|
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |

| Column 1 | Column 2 |
|--|-------------------------|
| Employee’s period of continuous service with the employer at the end of the day the notice is given | Period of notice |
| More than 5 years | 4 weeks |

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In ~~paragraph (b)~~ clause 35.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under ~~paragraph (b)~~ clause 35.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under ~~paragraph (b)~~ clause 35.1(b), then no deduction can be made under ~~paragraph (d)~~ clause 35.1(d).
- (f) Any deduction made under ~~paragraph (d)~~ clause 35.1(d) must not be unreasonable in the circumstances.

35.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 35.2 is to be taken at times that are convenient to the employee after consultation with the employer.

36. Redundancy

Clause 36 amended in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706985](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

36.1 Transfer to lower paid duties on redundancy

- (a) Clause 36.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 36.1(c).

(c) If the employer acts as mentioned in clause 36.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

36.2 Employee leaving during redundancy notice period

(a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.

(b) The employee is entitled to receive the benefits and payments they would have received under clause 36 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

(c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

36.3 Job search entitlement

(a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.

(b) If an employee is allowed time off without loss of pay of more than one day under clause 36.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

(c) A statutory declaration is sufficient for the purpose of clause 36.3(b).

(d) An employee who fails to produce proof when required under clause 36.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 35.2.

Schedule A—Classification Definitions

- A.1** The schedule sets out the classification structure that will apply to all employees covered by this award.
- A.2 Definitions**
- A.2.1 Boner** is an employee who is required to use a knife to remove meat from the bones, sides, quarters or other piece of a carcass in accordance with the employer's specifications and, where required by the employer, to dispatch such meat, bones and trimmings to other employees and/or work areas for further processing as required by the employer.
- A.2.2 Carcass grader** is an employee who determines the category or grades into which animal carcasses are allotted in accordance with approved specifications and who is appropriately accredited by the relevant authority.
- A.2.3 General butcher** means an employee who holds an accredited and relevant retail butchering trade qualification.
- A.2.4 Salesperson** means an employee (not being a general butcher) who is employed in a self-service establishment in the replenishing of display or storage cabinets or work associated or employed in a meat retail establishment shop, selling meat products and whose principal responsibility will be dealing directly with customers in respect to sales of meat and other butcher shop products, and who may also perform the following duties:
- (a) cut uncooked meat for weight;
 - (b) wrap meat or smallgoods;
 - (c) divide sausages, frankfurts or other smallgoods and for this purpose use a knife for cutting;
 - (d) sell goods already prepared; and
 - (e) prepare counter ready products.
- A.2.5 Sawyer** is an employee who breaks down a carcass, side, quarter or other piece using a saw, either for the pre-work-up for boning or in accordance with required specifications.
- A.2.6 Skin classer** is an employee accredited to assess the categories or grades into which sheep skins are sorted in accordance with predetermined specifications.
- A.2.7 Slaughterer** in a meat manufacturing establishment or a meat retail establishment (other than a tradesperson slaughterer) is competent to perform slaughtering tasks in accordance with the employer's specifications.
- A.2.8 Slaughterer Class 1** is an employee who performs the indicative tasks set out in the classification stream.
- A.2.9 Slaughterer Class 2** is an employee who performs the indicative tasks set out in the classification stream.

A.2.10 Slaughterer Class 3 is an employee who performs the indicative tasks set out in the classification stream.

A.2.11 Slicer is an employee who is required to use a knife to trim, including the removal of extraneous material, in accordance with the employer’s instructions and product specifications and to dispatch such product to other employees for further processing if required by the employer.

A.2.12 Smallgoods maker means an employee who has served a relevant apprenticeship or has at least ~~four~~4 years’ general experience in smallgoods-making and who is responsible for the making of smallgoods and who may be required to perform all tasks relating to smallgoods manufacturing including that of mixing-machine operator, butcher, boner, salter and/or pickle pumper, cooker, filler, linker and table hand, but smallgoods maker does not include a person making smallgoods in a meat retail establishment.

A.2.13 Trade qualified slaughterer is an employee who is competent to slaughter to completion all species of animal to approved standards and who has an accredited and relevant trade qualification.

A.2.14 Trimmer is an employee who uses a knife to remove fat or other extraneous material or foreign matter from a carcass, side, quarter or piece prior to boning or in preparation for chilling prior to boning.

A.3 Classifications

A.3.1 Meat Industry Level 1

An employee at this level will be a person with no experience in the industry undergoing on-the-job training for an initial period of at least ~~three~~3 months.

A.3.2 Meat Industry Level 2

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

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

A.3.3 Meat Industry Level 3

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

| | |
|---|--|
| Meat manufacturing establishment stream | <p>Filerman; Packing-room hand; Slicing and/or operating scales, packing ham or bacon into cans and/or operating closing machine.</p> |
| All meat industry streams | <p>Employee directly connected to the slaughter floor—tasks such as moving cattle/sheep up the race; Employee indirectly connected with the slaughter floor—tasks such as cleaning tripe by machine/hand; Separating and/or handling offal at the eviscerating table; Removing head meat; Bagging lambs; Labourers associated with boning and slicing activities; Labourer associated with by-product activities; Strapping or wiring-machine operator or vacuum machine operator; Operating Whizard Knives; Wrapping, weighing, pricing, packing and packaging uncooked meat; Salter and/or pickle pumper (arterial or stab); Chiller room/Freezer room hand; Loading and unloading labourer; Storing and packing labourer in or about storage works; Drover/yardperson/stockperson; Cleaners; Labourers involved in tanning or other treatment or processing of skins or hides; Assistants in buffing, fluffing, curtain coat, splitting, pasting, setting out and sammying; Machine operators/machinists in tanning or other treatment/processing of skins or hides not elsewhere classified;</p> |

| | |
|--|---|
| | <p>Yard person in tanning and/or treatment/processing of skins or hides;</p> <p>An employee performing clerical and/or office tasks such as maintenance of basic records, basic word processing, typing and filing, collating, photocopying, handling and distributing mail, delivering messages, operation of keyboard and other allied and similar equipment.</p> |
|--|---|

A.3.4 Meat Industry Level 4

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

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

Exposure draft—Meat Industry Award 20XX

| | |
|---------------------------|--|
| | <p>clear rectum gut and bladder, strip rectum gut, tie rectum gut, trimming);</p> <p>Slaughterer (pigs) Class 3 (moving pigs from race to pen, shackling, pushing to scalding, dehairing, tow capping, dropping rectum, shaving, singeing, washing, trimming).</p> |
| All meat industry streams | <p>Trimmer;</p> <p>Using knives for cleaning or preparing meat immediately prior to packing;</p> <p>Use of non-licensed product handling equipment;</p> <p>Basic operation of data processing equipment in or about storage works.</p> <p>Driver of motor vehicle not exceeding 6 tonne carrying capacity;</p> <p>In tanning and other treatment/processing of hides or skins, the task of fleshing, buffing, fluffing, curtain coat operating, skating, shaving, glazing, spraying, hand tipping, setting out, sammying</p> <p>In addition to the clerical and/or office tasks listed under Meat Industry Level 3 an employee at this level performs tasks such as more advanced word processing, typing and filing, generating simple documents, date entries, calculating functions, maintenance of records, operates more than basic telephone equipment and message taking.</p> |

A.3.5 Meat Industry Level 5

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

| | |
|---|---|
| Meat retail establishment stream | <p>Salesperson;</p> <p>Slaughterer (associated with a retail butchers shop).</p> |
| Meat manufacturing establishment stream | <p>Slaughterer;</p> <p>Tunnel boner.</p> |
| Meat processing establishment stream | <p>Slaughterer (calves and beef) Class 2 (knocking; shackling (chaining and hoisting); pithing; tying weasands (in shackling area); cheeking; skinning heads; removing forefeet including skinning foot and saving sinew; cleaning and dropping rectum gut and bungs; mark or strip tail; remove muzzle piece; remove fore shanks; cut aitch bone; mark and</p> |

Exposure draft—Meat Industry Award 20XX

| | |
|---------------------------|---|
| | saw briskets; Slaughterer (pigs) Class 2 (stunning, gambrelling). |
| All meat industry streams | <p>Slicer;</p> <p>Sawyer;</p> <p>Bench power saw operator (breaking up);</p> <p>Employee directly connected to the slaughter floor—tasks such as knocking and making tallow;</p> <p>Employee indirectly connected with the slaughter floor – tasks such as making tallow;</p> <p>Lining up, backing down and chopping or sawing down (pigs);</p> <p>Operator of rendering machinery;</p> <p>Operator of other by-product machinery;</p> <p>Driver of motor vehicle exceeding 6 tonne carrying capacity;</p> <p>Use of licensed product handling equipment;</p> <p>Tractor driver;</p> <p>Auto-truck or tow motor drivers;</p> <p>More advanced operation of data processing equipment than in Meat Industry Level 4 in or about storage works;</p> <p>In tanning and other treatment/processing of hides or skins, the task of currier, colour matching/mixing, chemical mixing, splitting and classing/sorting not elsewhere covered;</p> <p>In addition to the clerical and or/office tasks listed in Meat Industry Levels 3 and 4, an employee at this level performs more detailed tasks such as: retrieving data; maintaining appropriate records; transcribing into records; producing more advanced documents; applying knowledge of clerical and/or office operating procedures; sorting and processing and recording from original source documents; identifying and extracting information from internal and external sources; and computer program applications commensurate with tasks.</p> |

A.3.6 Meat Industry Level 6

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

| | |
|--------------------------------------|---|
| Meat processing establishment stream | <p>Slaughterer (calves and beef) Class 1 (sticking including removing sweetbreads; skin first leg; skin second leg; pocketing silverside; resetting; flanking; clearing brisket and venting; siding; necking; rumping; backing off; skinning briskets and fore shanks; operating air or conventional knives on hide strippers; operating downward hide-puller; fronting out; sawing down);</p> <p>Slaughterer (beef)—bed and cradle;</p> <p>Slaughterer (sheep) Class 1 (stick, first leg (including papering), second leg (including papering and hanging up second leg), cheek, open neck and spear cut, clear neck and forelegs, clear briskets, free and tie weasand, splitting down and removing trotters, flanking, paunching, and/or additional task where no restrainer is used, catch, stick and shackle);</p> <p>Slaughterer (pigs) Class 1 (sticking, fronting out).</p> |
| All meat industry streams | <p>Boner;</p> <p>Carcase grader;</p> <p>Skin classer;</p> <p>In addition to the clerical and/or office tasks listed in Meat Industry Levels 3 to 5, an employee at this level requires only some general guidance after training and there is scope for discretion/judgment at this level to provide assistance to clerical persons in clerical levels below.</p> |

A.3.7 Meat Industry Level 7

An employee at this level possesses and utilises trade qualifications:

| | |
|---------------------------|--|
| All meat industry streams | <p>Trade qualified slaughterer;</p> <p>General butcher;</p> <p>Smallgoods maker.</p> |
|---------------------------|--|

A.3.8 Meat industry level 2

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

Exposure draft—Meat Industry Award 20XX

| | |
|----------------------------------|--|
| Meat retail establishment stream | General butcher in charge of a meat retail establishment |
|----------------------------------|--|

DRAFT

Schedule B—Summary of Hourly Rates of Pay

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. See [\[2019\] FWCFCB 6935](#)

Monetary amounts have been adjusted as a result of AWR 2019 – changes not tracked.
 Administrative change by Modern Awards team to clause B.1.2 – reference to casual employees removed as table in clause B.1.4 contains overtime rates for casual employees.
 Clauses B.1.4 and B.2.4 deleted and clauses B.3.2, B.4.2 and B.5.2 amended in accordance with [\[2019\] FWCFCB 6935](#).

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

B.1 Meat processing establishments

B.1.1 Full-time and part-time adult employees—minimum hourly rates and penalty rates

| | Monday to Friday | Saturday (if agreed under clause 14.3(b)) | Sunday (if agreed under clause 14.3(b)) |
|------|--------------------------|--|--|
| | % of minimum hourly rate | | |
| | 100% | 150% | 200% |
| | \$ | \$ | \$ |
| MI 1 | 19.49 | 29.24 | 38.98 |
| MI 2 | 20.18 | 30.27 | 40.36 |
| MI 3 | 20.43 | 30.65 | 40.86 |
| MI 4 | 20.94 | 31.41 | 41.88 |
| MI 5 | 21.33 | 32.00 | 42.66 |
| MI 6 | 21.78 | 32.67 | 43.56 |
| MI 7 | 22.70 | 34.05 | 45.40 |

Commented [FWC1]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC2]: Relevant percentage in cl 24.1.

B.1.2 Full-time, and part-time and casual adult employees—overtime rates

| | Monday to Saturday | | Sunday—all day |
|------|--------------------------------|--------------------------------|----------------|
| | First three 3 hours | After three 3 hours | |
| | % of minimum hourly rate | | |
| | 150% | 200% | 200% |
| | \$ | \$ | \$ |
| MI 1 | 29.24 | 38.98 | 38.98 |
| MI 2 | 30.27 | 40.36 | 40.36 |
| MI 3 | 30.65 | 40.86 | 40.86 |
| MI 4 | 31.41 | 41.88 | 41.88 |

Commented [FWC3]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC4]: Relevant percentage in cl 22.1.

Exposure draft—Meat Industry Award 20XX

| | Monday to Saturday | | Sunday—all day |
|------|--------------------------------|--------------------------------|----------------|
| | First three 3 hours | After three 3 hours | |
| | % of minimum hourly rate | | |
| | 150% | 200% | 200% |
| | \$ | \$ | \$ |
| MI 5 | 32.00 | 42.66 | 42.66 |
| MI 6 | 32.67 | 43.56 | 43.56 |
| MI 7 | 34.05 | 45.40 | 45.40 |

Commented [FWC3]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC4]: Relevant percentage in cl 22.1.

B.1.3 Casual adult employees— minimum hourly rates and penalty rates

| | Monday to Friday | Saturday (if agreed under clause 14.3(b)) | Sunday (if agreed under clause 14.3(b)) |
|------|------------------|---|---|
| | | % of minimum hourly rate | |
| | 125% | 150% | 200% |
| | \$ | \$ | \$ |
| MI 1 | 24.36 | 29.24 | 38.98 |
| MI 2 | 25.23 | 30.27 | 40.36 |
| MI 3 | 25.54 | 30.65 | 40.86 |
| MI 4 | 26.18 | 31.41 | 41.88 |
| MI 5 | 26.66 | 32.00 | 42.66 |
| MI 6 | 27.23 | 32.67 | 43.56 |
| MI 7 | 28.38 | 34.05 | 45.40 |

Commented [FWC5]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC6]: (Minimum weekly rate ÷ 38) in cl 16.1 + 25% casual loading in cl 12.9.

Commented [FWC7]: Relevant percentage in cl 24.1.

B.1.4 Casual employees— overtime rates

| | Monday to Saturday | | Sunday—all day |
|------|--------------------------|---------------------|----------------|
| | First three 3 hours | After three 3 hours | |
| | % of minimum hourly rate | | |
| | 150% | 200% | 200% |
| | \$ | \$ | \$ |
| MI 1 | 29.24 | 38.98 | 38.98 |
| MI 2 | 30.27 | 40.36 | 40.36 |
| MI 3 | 30.65 | 40.86 | 40.86 |
| MI 4 | 31.41 | 41.88 | 41.88 |
| MI 5 | 32.00 | 42.66 | 42.66 |
| MI 6 | 32.67 | 43.56 | 43.56 |
| MI 7 | 34.05 | 45.40 | 45.40 |

B.2 Meat manufacturing establishments

B.2.1 Full-time and part-time adult employees— minimum hourly rates and penalty rates

| | Monday to Friday between 6am and 6 pm | Saturday—up to four ordinary hours between 6am and 6pm |
|------|---------------------------------------|--|
| | % of minimum hourly rate | |
| | 100% | 125% |
| | \$ | \$ |
| MI 1 | 19.49 | 24.36 |
| MI 2 | 20.18 | 25.23 |
| MI 3 | 20.43 | 25.54 |
| MI 4 | 20.94 | 26.18 |
| MI 5 | 21.33 | 26.66 |
| MI 6 | 21.78 | 27.23 |
| MI 7 | 22.70 | 28.38 |

Commented [FWC8]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC9]: See cl 24.2.

B.2.2 Full-time and part-time adult employees—overtime rates

| | First three 3 hours | After three 3 hours |
|------|--------------------------------|--------------------------------|
| | % of minimum hourly rate | |
| | 150% | 200% |
| | \$ | \$ |
| MI 1 | 29.24 | 38.98 |
| MI 2 | 30.27 | 40.36 |
| MI 3 | 30.65 | 40.86 |
| MI 4 | 31.41 | 41.88 |
| MI 5 | 32.00 | 42.66 |
| MI 6 | 32.67 | 43.56 |
| MI 7 | 34.05 | 45.40 |

Commented [FWC10]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC11]: Relevant percentage in cl 22.1.

B.2.3 Casual adult employees— minimum hourly rates and penalty rates

| | Monday to Friday between 6am and 6 pm | Saturday—up to four ordinary hours between 6am and 6pm |
|------|---------------------------------------|--|
| | % of minimum hourly rate | |
| | 125% | 125% |
| | \$ | \$ |
| MI 1 | 24.36 | 24.36 |

Commented [FWC12]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC13]: Minimum weekly rate ÷ 38) in cl 16.1 + 25% casual loading in cl 12.9.

Commented [FWC14]: See clause 24.2.

Exposure draft—Meat Industry Award 20XX

| | Monday to Friday between 6am and 6 pm | Saturday—up to four ordinary hours between 6am and 6pm |
|------|---------------------------------------|--|
| | % of minimum hourly rate | |
| | 125% | 125% |
| | \$ | \$ |
| MI 2 | 25.23 | 25.23 |
| MI 3 | 25.54 | 25.54 |
| MI 4 | 26.18 | 26.18 |
| MI 5 | 26.66 | 26.66 |
| MI 6 | 27.23 | 27.23 |
| MI 7 | 28.38 | 28.38 |

Commented [FWC12]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC13]: Minimum weekly rate ÷ 38) in cl 16.1 + 25% casual loading in cl 12.9.

Commented [FWC14]: See clause 24.2.

B.2.4 ~~Casual adult employees~~ — overtime rates

| | First three hours | After three hours |
|------|--------------------------|-------------------|
| | % of minimum hourly rate | |
| | 150% | 200% |
| | \$ | \$ |
| MI 1 | 29.24 | 38.98 |
| MI 2 | 30.27 | 40.36 |
| MI 3 | 30.65 | 40.86 |
| MI 4 | 31.41 | 41.88 |
| MI 5 | 32.00 | 42.66 |
| MI 6 | 32.67 | 43.56 |
| MI 7 | 34.05 | 45.40 |

B.3 Meat retail establishments

B.3.1 Full-time and part-time adult employees—minimum hourly rates and penalty rates

| | Monday to Friday between 4am and 9 pm | Saturday—all ordinary hours worked between 4am and 6pm | Sunday—all ordinary hours worked between 8am and 6pm | Sunday to Saturday load out areas (10pm to 6am) |
|------|---------------------------------------|--|--|---|
| | % of minimum hourly rate | | | |
| | 100% | 125% | 150% | 125% |
| | \$ | \$ | \$ | \$ |
| MI 1 | 19.49 | 24.36 | 29.24 | 24.36 |
| MI 2 | 20.18 | 25.23 | 30.27 | 25.23 |
| MI 3 | 20.43 | 25.54 | 30.65 | 25.54 |
| MI 4 | 20.94 | 26.18 | 31.41 | 26.18 |
| MI 5 | 21.33 | 26.66 | 32.00 | 26.66 |
| MI 6 | 21.78 | 27.23 | 32.67 | 27.23 |
| MI 7 | 22.70 | 28.38 | 34.05 | 28.38 |
| MI 8 | 23.53 | 29.41 | 35.30 | 29.41 |

Commented [FWC15]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC16]: Relevant percentage in cl 24.3.

B.3.2 Full-time, ~~and~~ part-time ~~and casual~~ adult employees—overtime rates

| | First three 3 hours | After three 3 hours |
|------|--------------------------------|--------------------------------|
| | % of minimum hourly rate | |
| | 150% | 200% |
| | \$ | \$ |
| MI 1 | 29.24 | 38.98 |
| MI 2 | 30.27 | 40.36 |
| MI 3 | 30.65 | 40.86 |
| MI 4 | 31.41 | 41.88 |
| MI 5 | 32.00 | 42.66 |
| MI 6 | 32.67 | 43.56 |
| MI 7 | 34.05 | 45.40 |
| MI 8 | 35.30 | 47.06 |

Commented [FWC17]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC18]: Relevant percentage in cl 22.1.

B.3.3 Casual adult employees— minimum hourly rates and penalty rates

| | Monday to Friday between 4am and 9 pm | Saturday—all ordinary hours worked between 4am and 6pm | Sunday—all ordinary hours worked between 8am and 6pm | Sunday to Saturday load out areas (10pm to 6am) |
|------|---------------------------------------|--|--|---|
| | % of minimum hourly rate | | | |
| | 125% | 125% | 150% | 150% |
| | \$ | \$ | \$ | \$ |
| MI 1 | 24.36 | 24.36 | 29.24 | 29.24 |
| MI 2 | 25.23 | 25.23 | 30.27 | 30.27 |
| MI 3 | 25.54 | 25.54 | 30.65 | 30.65 |
| MI 4 | 26.18 | 26.18 | 31.41 | 31.41 |
| MI 5 | 26.66 | 26.66 | 32.00 | 32.00 |
| MI 6 | 27.23 | 27.23 | 32.67 | 32.67 |
| MI 7 | 28.38 | 28.38 | 34.05 | 34.05 |
| MI 8 | 29.41 | 29.41 | 35.30 | 35.30 |

Commented [FWC19]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC20]: (Minimum weekly rate ÷ 38) in cl 16.1 + 25% casual loading in cl 12.9.

Commented [FWC21]: Relevant percentage in cl 24.3.

Commented [FWC22]: Relevant percentage in cl 24.3 + 25% casual loading in cl 12.9.

B.4 Cleaners (all establishments)

B.4.1 Full-time and part-time adult employees—minimum hourly rates and penalty rates

| | Ordinary hours commencing on or after 6.30 am and not later than 8.30 am | Morning commencing after 8.30 am and before 12 noon | Afternoon commencing at 12 noon or later and finishing at or before midnight |
|------|--|---|--|
| | % of minimum hourly rate | | |
| | 100% | 105% | 112.5% |
| | \$ | \$ | \$ |
| MI 3 | 20.43 | 21.45 | 22.98 |

Commented [FWC23]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC24]: Relevant percentage in cl 24.4.

B.4.2 Full-time, ~~and~~ part-time ~~and casual~~ adult employees—overtime rates

| | First three-3 hours | After three-3 hours |
|------|--------------------------------|--------------------------------|
| | % of minimum hourly rate | |
| | 150% | 200% |
| | \$ | \$ |
| MI 3 | 30.65 | 40.86 |

Commented [FWC25]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC26]: Relevant percentage in cl 22.1.

B.4.3 Casual adult employees— minimum hourly rates and penalty rates

| | Ordinary hours commencing on or after 6.30 am and not later than 8.30 am | Morning commencing after 8.30 am and before 12 noon | Afternoon commencing at 12 noon or later and finishing at or before midnight |
|------|--|---|--|
| | % of minimum hourly rate | | |
| | 125% | 130% | 137.5% |
| | \$ | \$ | \$ |
| MI 3 | 25.54 | 26.56 | 28.09 |

Commented [FWC27]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC28]: (Minimum weekly rate ÷ 38) in cl 16.1 + 25% casual loading in cl 12.9.

Commented [FWC29]: Relevant percentage in cl 24.4 + 25% casual loading in cl 12.9.

B.5 Shiftworkers

Clause B.5.3 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

Parties are asked whether clauses B.5.1, B.5.2 and B.5.3 should be amended by:

- Inserting columns for non-successive shifts in clause B.5.1 providing rates of **150%** of the minimum hourly rate for the first 3 hours and **200%** of the minimum hourly rate thereafter (see clause 23.3(d));
- Deleting the words “(including non-successive shift – see clause 23.3(d))” from the heading in clause B.5.2; and
- Inserting columns for non-successive shifts in clause B.5.3 providing rates of **175%** of the minimum hourly rate for the first 3 hours and **225%** of the minimum hourly rate thereafter (see clauses 23.3(d) and 23.3(e)).

Parties are to respond by close of business on **25 November 2019**.

B.5.1 Full-time and part-time adult employees—minimum hourly rates and penalty rates

| | Minimum hourly rate | Afternoon shift | Night shift | Fixed night shift |
|------|---------------------|---|-------------|-------------------|
| | | (see clause 23.2) % of minimum hourly rate | | |
| | 100% | 115% | 125% | 130% |
| | \$ | \$ | \$ | \$ |
| MI 1 | 19.49 | 22.41 | 24.36 | 25.34 |
| MI 2 | 20.18 | 23.21 | 25.23 | 26.23 |
| MI 3 | 20.43 | 23.49 | 25.54 | 26.56 |
| MI 4 | 20.94 | 24.08 | 26.18 | 27.22 |
| MI 5 | 21.33 | 24.53 | 26.66 | 27.73 |
| MI 6 | 21.78 | 25.05 | 27.23 | 28.31 |
| MI 7 | 22.70 | 26.11 | 28.38 | 29.51 |
| MI 8 | 23.53 | 27.06 | 29.41 | 30.59 |

Commented [FWC30]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC31]: Relevant percentage in cl 23.3.

B.5.2 Full-time, and part-time ~~and casual~~ adult employees—overtime rates (including non-successive shift – see clause 23.3(d))

| | First three hours | After three hours | Sunday—all day (meat processing establishments only) |
|------|---------------------------------|-------------------|--|
| | % of minimum hourly rate | | |
| | 150% | 200% | 200% |
| | \$ | \$ | \$ |
| MI 1 | 29.24 | 38.98 | 38.98 |
| MI 2 | 30.27 | 40.36 | 40.36 |
| MI 3 | 30.65 | 40.86 | 40.86 |
| MI 4 | 31.41 | 41.88 | 41.88 |
| MI 5 | 32.00 | 42.66 | 42.66 |
| MI 6 | 32.67 | 43.56 | 43.56 |
| MI 7 | 34.05 | 45.40 | 45.40 |
| MI 8 | 35.30 | 47.06 | 45.68 |

Commented [FWC32]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC33]: Relevant percentage in cl 22.1 and cl 23.3(d).

Commented [FWC34]: See cl 22.1(b).

B.5.3 Casual adult employees— minimum hourly rates and penalty rates

| | Minimum hourly rate (<u>and 25% casual loading</u>) | Afternoon shift | Night shift | Fixed night shift |
|------|---|--|-------------|-------------------|
| | | (see clause 23.2) % of minimum hourly rate | | |
| | 125% | 140% | 150% | 155% |
| | \$ | \$ | \$ | \$ |
| MI 1 | 24.36 | 27.29 | 29.24 | 30.21 |
| MI 2 | 25.23 | 28.25 | 30.27 | 31.28 |
| MI 3 | 25.54 | 28.60 | 30.65 | 31.67 |
| MI 4 | 26.18 | 29.32 | 31.41 | 32.46 |
| MI 5 | 26.66 | 29.86 | 32.00 | 33.06 |
| MI 6 | 27.23 | 30.49 | 32.67 | 33.76 |
| MI 7 | 28.38 | 31.78 | 34.05 | 35.19 |
| MI 8 | 29.41 | 32.94 | 35.30 | 36.47 |

Commented [FWC35]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC36]: (Minimum weekly rate ÷ 38) in cl 16.1 + 25% casual loading in cl 12.9.

Commented [FWC37]: Relevant percentage in cl 23.3 + 25% casual loading in cl 12.9. See also clause 23.3(e).

B.6 Public holiday rates

B.6.1 Full-time and part-time employees

| | Christmas day and ANZAC Day | Good Friday | | Other public holidays | |
|--------------------------|-----------------------------|------------------|------------------|-----------------------|------------------|
| | | First four hours | Subsequent hours | First two hours | Subsequent hours |
| % of minimum hourly rate | | | | | |
| | 300% | 250% | 300% | 250% | 300% |
| | \$ | \$ | \$ | \$ | \$ |
| MI 1 | 58.47 | 48.73 | 58.47 | 48.73 | 58.47 |
| MI 2 | 60.54 | 50.45 | 60.54 | 50.45 | 60.54 |
| MI 3 | 61.29 | 51.08 | 61.29 | 51.08 | 61.29 |
| MI 4 | 62.82 | 52.35 | 62.82 | 52.35 | 62.82 |
| MI 5 | 63.99 | 53.33 | 63.99 | 53.33 | 63.99 |
| MI 6 | 65.34 | 54.45 | 65.34 | 54.45 | 65.34 |
| MI 7 | 68.10 | 56.75 | 68.10 | 56.75 | 68.10 |
| MI 8 | 70.59 | 58.83 | 70.59 | 58.83 | 70.59 |

Commented [TL38]: As seen in clauses 24.5 and 31.3, these rates are obtained by applying the relevant loadings (i.e., 300% or 250%) x the minimum hourly rate.

Commented [FWC39]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC40]: See cl 31.3.

B.6.2 Casual employees

| | Christmas day and ANZAC Day | Good Friday | | Other public holidays | |
|--------------------------|-----------------------------|------------------|------------------|-----------------------|------------------|
| | | First four hours | Subsequent hours | First two hours | Subsequent hours |
| % of minimum hourly rate | | | | | |
| | 200% | 150% | 200% | 150% | 200% |
| | \$ | \$ | \$ | \$ | \$ |
| MI 1 | 38.98 | 29.24 | 38.98 | 29.24 | 38.98 |
| MI 2 | 40.36 | 30.27 | 40.36 | 30.27 | 40.36 |
| MI 3 | 40.86 | 30.65 | 40.86 | 30.65 | 40.86 |
| MI 4 | 41.88 | 31.41 | 41.88 | 31.41 | 41.88 |
| MI 5 | 42.66 | 32.00 | 42.66 | 32.00 | 42.66 |
| MI 6 | 43.56 | 32.67 | 43.56 | 32.67 | 43.56 |
| MI 7 | 45.40 | 34.05 | 45.40 | 34.05 | 45.40 |
| MI 8 | 47.06 | 35.30 | 47.06 | 35.30 | 47.06 |

Commented [TL41]: As seen in clauses 24.5 and 31.3, these rates are obtained by applying the relevant percentages (i.e., 200% or 150%) x (minimum hourly rate + 25%).

Commented [FWC42]: (Minimum weekly rate ÷ 38) in cl 16.1.

Commented [FWC43]: See cl 31.3.

Schedule C—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

See clause 20—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances (weekly [standard rate](#)):

The following wage-related allowances are based on the weekly [standard rate](#) defined in [clause 2—Definitions Schedule H](#) as the minimum weekly wage for MI 7 in clause 16.1= \$862.50. These rates are to be paid in accordance with the clause 20—Allowances.

| Allowance | Clause | % of standard rate | \$ per week |
|--|-------------|------------------------------------|-------------|
| Leading hand allowance, supervising—3 to 9 employees | 20.2(c)(i) | 1.6 | 13.80 |
| Leading hand allowance, supervising—10 or more employees | 20.2(c)(ii) | 2.3 | 19.84 |

C.2 Wage-related allowances (hourly [standard rate](#)):

C.2.1 The following wage-related allowances in this award are based on the hourly [standard rate](#) defined in [clause 2—Definitions Schedule H](#) as the minimum hourly wage for MI 7 in clause 16.1= \$22.70. These rates are to be paid in accordance with the clause 20—Allowances.

| Allowance | Clause | % of standard rate | \$ | Payable |
|---|---------|------------------------------------|------|--|
| Cold temperature allowances—Below zero but not below -16°C | 20.2(a) | 2.6 | 0.59 | per hour or part thereof unless stated otherwise |
| Cold temperature allowances—Below -16°C but not below -18°C | 20.2(a) | 4.5 | 1.02 | per hour or part thereof unless stated otherwise |
| Cold temperature allowances—Below -18°C but not below -21°C | 20.2(a) | 6.4 | 1.45 | per hour or part thereof unless stated otherwise |
| Cold temperature allowances—Below -21°C | 20.2(a) | 8.7 | 1.97 | per hour or part thereof unless stated otherwise |
| First aid allowance | 20.2(b) | 14.2 | 3.22 | per day |

C.2.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on percentage of the [standard rate](#) as specified.

C.3 Expense-related allowances:

C.3.1 The following expense-related allowances are to be paid in accordance with the clause 20—Allowances and will be adjusted by reference to the Consumer Price Index (CPI):

| Allowance | Clause | \$ | Payable |
|---|---------------|-----------|----------------|
| Clothing—meat processing establishments, weekly allowance | 20.3(a) | 3.60 | per week |
| Clothing—meat processing establishments, daily allowance | 20.3(a) | 0.72 | per day |
| Meal allowance—overtime of one and a half hours or more | 20.3(b) | 14.70 | per occasion |

C.3.2 Adjustment of expense-related allowances

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

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

Schedule D—School-based Apprenticeships

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

Schedule E—Supported Wage System

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

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

E.2 In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

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

E.4.2 Provided that the minimum amount payable must be not less than **\$87** per week.

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

E.5 Assessment of capacity

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

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

E.6 Lodgement of SWS wage assessment agreement

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

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

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

E.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding ~~four~~4 weeks) may be needed.

E.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

E.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

E.10.4 Work trials should include induction or training as appropriate to the job being trialled.

E.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Part-day Public Holidays

Schedule H amended in accordance with [\[2019\]FWCFB 5145](#) at [52] and [PR712252](#).

H.1 Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause H.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
- (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause H.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

H.2 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

H.2H.3 This schedule is not intended to detract from or supplement the [NES](#).