
COLES SUPERMARKETS (AUSTRALIA) PTY LTD

&

BI-LO PTY LTD

&

AMIEU

NSW/ACT MEAT AGREEMENT 2012

1 – TITLE

COLES SUPERMARKETS (AUSTRALIA) PTY LTD & BI-LO PTY LTD & AMIEU NSW/ACT AGREEMENT 2012

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3 – APPLICATION AND OPERATION OF THE AGREEMENT

3.1 Application

This Agreement shall apply in the State of New South Wales and the Australian Capital Territory. This Agreement shall operate in complete substitution for any Award or Agreement, whether State or Federal, previously covering such employees as are provided for within the classifications contained herein whether members of the Union or not.

3.2 The Company

This Agreement shall be binding upon Coles Supermarkets (Australia) Pty Ltd and Bi-Lo Pty. Limited in respect of meat team members of those companies in the classifications specified in this Agreement who are employed in the retail businesses operated by those companies (whether jointly or separately) under the following trading names:

Coles Supermarkets, Bi Lo Supermarkets ("the Company")

3.3 The Union

This Agreement shall be binding upon the Australasian Meat Industry Employees' Union, New South Wales and Newcastle Northern Branches, their members, officers and employees ("the Union").

3.4 Duration of the Agreement

This Agreement shall take effect seven days following approval by Fair Work Australia.

This Agreement shall remain in force until 15 March 2015.

3.5 Individual Flexibility Arrangement

3.5.1 The Company and a team member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of one or more of the following matters:

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

to meet the genuine needs of the Company and the team member.

3.5.2 The individual flexibility arrangement must be genuinely agreed to by the Company and the team member.

3.5.3 The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

-
- (c) result in the employee being better off overall than the team member would be if no arrangement was made.

3.5.4 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and the team member; and
- (c) is signed by the Company and the team member and if the team member is under eighteen (18) years of age, signed by a parent or guardian of the team member; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the team member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) the day on which the arrangement commences.

3.5.5 The Company must give the team member a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

3.5.6 The Company or the team member may terminate the individual flexibility arrangement:

- (a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- (b) if the Company and the team member agree in writing — at any time.

4 – DEFINITIONS

4.1 Weekly Meat Team Member

means a full-time or part-time meat team member.

4.2 Full-time Team Member

means a weekly meat team member engaged to work one-hundred and fifty-two (152) ordinary hours over a four (4) week period, pursuant to Clause 15: Hours: Rostering Principles.

4.3 Part-time Meat Team Member

means a weekly meat team member who works a minimum of forty-eight (48) hours and a maximum of one-hundred and forty-four (144) hours per four (4) week cycle, pursuant to Clause 15: Hours: Rostering Principles.

4.4 Casual Meat Team Member

means any meat team member other than a weekly meat team member, engaged and paid on an hourly basis.

4.5 Continuous Service

Shall for the purpose of leave accruals include all service with the Company from the date of engagement, but shall not include in any anniversary year of accrual:

- * Unauthorised absences of one (1) week or more.
- * Authorised unpaid leave of absences of one (1) week or more relevant to Clause 25 Leave of Absence.
- * Any authorised unpaid absence of one (1) week or more due to sickness or accident.

4.6 Qualified First Aid Attendant

means a meat team member who is a qualified first aid attendant and is required to carry out the duties of a first aid attendant.

4.7 Trainee Meat Packer

means a new meat team member in their first six (6) weeks of employment, a meat team member who has undertaken Induction training in the following areas:

- Information on the Company
- Conditions of Employment
- Introduction to Supervisors and fellow workers
- Store Layout
- Work and documentation procedures
- Occupational Health and Safety
- Equal Employment Opportunity

A meat team member at this level performs routine duties essentially of a manual nature.

The duties of a Trainee Meat Packer may include (but are not limited to):-

1. Wrap and/or pack goods, replenish fixtures, cleaning and trolley duties.
2. Maintain simple records.
3. Exercise minimal judgement.
4. Use hand trolleys and pallet trucks.
5. Work under direct supervision or;
6. A new Trainee Meat Packer undertaking training and performing Grade 2 duties.

4.8 Meat Packer/Cabinet Attendant

A meat team member (not being a Butcher) in this grade is a meat team member who has acquired the level of skills and relevant experience gained as a Trainee Meat Packer necessary to accept the additional level of responsibility required to be appointed by the Company to a Meat Packer/Cabinet Attendant.

The meat team member shall usually be the subject of general supervision, but shall be willing and competent, to the extent required by the Company, to work without direct supervision and to make decisions on an independent basis.

The duties of a Meat Packer/Cabinet Attendant may include (but are not limited to):

1. Interpret instructions and work from procedures.
2. Co-ordinate work in a team environment under general supervision including the giving of advice to Trainee Meat Packers in respect of their general functions.
3. Responsible for quality of his/her own work.
4. Demonstrate sound interpersonal and communication skills.
5. Selling of merchandise and customer relations.
6. Price goods and ticket goods.
7. Movement of stock around shop.
8. Answer and respond to telephone enquires.
9. Take orders from customers in person or by telephone.
10. Detailed and technical product knowledge of stock sold.
11. Point of sale systems and procedures.
12. Preparation of food.
13. Required to use information technology.
14. Merchandising.
15. Loss prevention procedures
16. Ticket writing.

4.9 Butcher

means a meat team member who has served a relevant apprenticeship or has had at least four (4) years' general experience in butchering. Butchers may be required to perform additional related duties within the Meat Department.

4.10 Advanced Meat Tradesperson

is a Trades meat team member who has advanced skills and knowledge gained by the completion of a relevant Post-Trade or Advanced Trade Certificate. Where a meat team member would like to commence the relevant training to gain this qualification, the agreement of the Company is required.

4.11 Meat Department Manager/Meat Team Leader

is a meat team member who is responsible for managing a Meat Department. Meat Department Manager/Meat Team Leaders will generally be trade qualified however in special circumstances it may be necessary for a non-trades qualified meat team member to undertake this role.

A Meat Department Manager/Meat Team Leader may volunteer to manage no more than two departments (including the meat department) in the store. The meat department will remain the Manager's primary department.

The Meat Department Manager/Meat Team Leader will be provided with the relevant training (including safety training) for the second department.

All work performed as a Department Manager/Meat Team Leader will be paid at the Meat Department Manager/Meat Team Leader rate of pay as specified in clause 11.1.1.

This clause can only be used in full Retail Ready Meat Departments with average weekly sales of less than \$20,000 per week.

4.12 Meat Trades Assistant

shall mean a meat team member who is appointed into this position and is engaged to perform the work as prescribed by the relevant competencies within Certificates I and II Meat Retailing, as described by the National Industry Standards.

If a meat team member is required to operate machinery (excluding the mincing of meat products) they must be under the direct supervision of a competent trades person.

The Company will support those meat team members who have completed Certificates I and II Meat Retailing, who wish to continue the relevant training to obtain a trade qualification in butchery (meat retailing).

The introduction of this classification will not result in any meat room meat team member being displaced or made redundant. Butchers or meat team members with trade qualifications will remain in the majority in Non-Retail Ready Meat Departments (relative to Meat Trades Assistants) to perform the work as prescribed under the trade qualifications. This classification has been agreed upon to ensure the survival of the trade by the introduction of a two-pathway system to achieve a trade qualification.

4.13 Pay Range Meat Department Manager/Meat Team Leader

shall mean a meat team member who is paid a salary by the Company and whose terms and conditions of employment are not covered by this Agreement.

5 – ENGAGEMENT, PAYMENT AND TERMINATION

5.1 Employment Status/Probation Period

Upon engagement a meat team member will be informed by the Company of their basis of employment, i.e. full-time, part-time, casual or apprentice.

New full-time and part-time meat team members may be engaged on a probationary basis for a period not exceeding three (3) months. This sub-clause does not apply to meat team members who transfer to the Company from other Coles Division businesses.

5.2 Full-time Meat team members

- 5.2.1 Means weekly meat team members who work one-hundred and fifty-two (152) hours in any four (4) week cycle.
- 5.2.2 The minimum daily engagement shall be six (6) hours.
- 5.2.3 The maximum daily engagement shall be ten (10) hours.
- 5.2.4 The hourly rate shall be equal to the weekly rate presented in Clause 11 divided by thirty-eight (38).

5.3 Part-time Meat team members

- 5.3.1 Part-time meat team members may be engaged to work a regular number of rostered hours to a maximum of twenty (20) days in any four (4) week cycle. These hours shall

not be less than forty-eight (48) hours per four (4) week cycle nor more than one-hundred and forty-four (144) hours in a four (4) week cycle.

5.3.2 The minimum daily engagement shall be four (4) hours.

5.3.3 The maximum daily engagement shall be ten (10) hours.

5.3.4 Part-time meat team members shall be paid an hourly rate equal to the appropriate weekly rate prescribed in Clause 11 divided by thirty-eight (38).

5.3.5 The provisions of this Agreement with respect to sick leave, holidays, penalties for certain ordinary hours and annual leave shall apply to part-time meat team members on a pro rata basis.

5.4 Casual Meat team members

5.4.1 Casual meat team members are engaged on an hourly basis. Each engagement is a separate engagement for employment, with no guarantee of re-engagement.

5.4.2 A casual meat team member shall be engaged for a daily minimum of three (3) hours and a maximum of ten (10) hours.

5.4.3 Start times may be changed, if contact is made, prior to the meat team member's departure for work.

5.4.4 The appropriate hourly rate for casual meat team members shall be the appropriate weekly rate prescribed in Clause 11 divided by thirty-eight (38), plus a casual loading of twenty-two per cent (22%) of that rate in lieu of entitlements to sick leave, annual leave, public holidays or other forms of leave (excluding Long Service Leave), and, where appropriate, the penalties prescribed in Clause 16 for all hours worked other than overtime.

5.4.5 A casual meat team member shall be entitled to overtime at the applicable rates expressed for weekly meat team members in Clause 18, Overtime (subject to 5.4.3) when the casual meat team member works:

- (a) In excess of ten (10) hours on any engagement (exclusive of meal breaks);
- (b) In excess of thirty-eight (38) hours in any week.

5.5 Temporary Weekly Meat Team Members

5.5.1 The Company may engage temporary weekly meat team members and paid as either full-time or part-time meat team members.

5.5.2 A temporary weekly team member is a meat team member who is engaged for a specific period of not more than fifty-two (52) weeks (or 104 weeks for the replacement of meat team members on parental leave) nor less than four (4) weeks at any one (1) engagement (except where the sole purpose is to replace someone on annual leave in such cases the minimum period may be one (1) week), provided that such periods shall not run consecutively.

- 5.5.3 A temporary weekly meat team member shall be engaged to coincide with recognised heavy trading periods such as Easter and Christmas and periods where regular meat team members are taking authorised leave.
- 5.5.4 At the time of engagement a temporary weekly meat team member shall be advised of the duration for which the meat team member is to be employed. The meat team member shall be given a roster and the conditions under which the meat team member shall be engaged.
- 5.5.5 A temporary weekly meat team member shall receive all the benefits which apply to a weekly meat team member and shall be paid a proportionate annual leave entitlement at the time of termination.
- 5.5.6 Notwithstanding anything else contained in the Agreement, a temporary weekly meat team member who claims sick leave entitlements in the first four (4) weeks of engagement shall not be paid for such entitlement unless the meat team member remains employed with the Company for six (6) weeks or more.

5.6 Time and Payment of Wages

5.6.1 Weekly Payment

All wages shall be paid weekly via electronic funds transfer or cash or cheque at the Company's option.

5.6.2 Pay Day

The Company shall pay wages within three (3) days of the end of each pay period, provided that where a public holiday falls on the day prior to the normal pay day, wages may be paid within four (4) days from the end of the pay period.

- 5.6.3 In the event that the Company incorrectly makes an overpayment of remuneration i.e. wages, overtime, penalties or allowances as contained in this agreement the Company shall have the right to recover such an overpayment. The exercise of this right is subject to the Company ensuring that it does not cause hardship to the meat team member affected.

5.7 Termination of Employment

5.7.1 Termination for Misconduct

In the case of misconduct justifying instant dismissal a meat team member may be instantly dismissed.

5.7.2 Notice of termination of weekly meat team members by the Company

- (a) In all other cases to terminate the employment of a weekly meat team member the Company shall give to the meat team member the following minimum period of notice:

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks

3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice prescribed in sub-paragraph (a) hereof, meat team members over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in sub-paragraphs (a) and/or (b) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice, the wages a meat team member would have received in respect of the ordinary time the meat team member would have worked during the period of notice (including any applicable loadings, allowances, overtime or penalties for the hours the meat team member would have worked had their employment continued to the end of the minimum period of notice) shall be used.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct, or in the case of casual meat team members or meat team members engaged for a specific period of time or for a specific task or tasks.
- (f) Meat team members engaged for a specific period or on a temporary basis shall terminate their services on the date set as the conclusion of the specific period without further notice, save temporary meat team members who are dismissed or resign who are subject to the above termination notice provisions. Such a date shall be notified to the meat team member in writing prior to commencement of such a temporary engagement.

5.7.3 Notice of Termination by the meat team member

The notice of termination required to be given by a meat team member shall be one (1) week.

If a meat team member fails to give notice, the Company shall have the right to withhold monies due to the meat team member from any monies owed, with a maximum amount equal to the ordinary time rate of pay for the period of notice or mutual agreement to a specified date.

5.7.4 Termination Whilst on Sick Leave

Employment shall not be terminated, except for misconduct, while the meat team member is legitimately absent from duty on accrued sick leave.

5.7.5 Termination Immediately Prior to Holiday

If any meat team member other than a casual meat team member is dismissed within fourteen (14) days before any of the Agreement holidays and is re-engaged within fourteen days after any of the Agreement holidays abovementioned, they shall be deemed to have been dismissed for the purpose of evading payment for such holidays, and any payment so evaded shall be due and payable to the meat team member.

5.8 Abandonment of Employment

The absence of a meat team member from work for a continuous period exceeding three (3) working days, without the consent of the Company and without notification to the Company, may be taken that the meat team member has abandoned employment and the Company may be entitled to treat the employment as having been terminated.

5.9 Certificate of Service

A meat team member who has been employed for not less than one (1) month, on leaving or being discharged shall, upon request, be entitled to a statement in writing containing the date when the employment began, the date of termination and the classification of or the type of work performed by the meat team member.

5.10 Confidential Information

Any trade secret, business information or other like information whether documented or not of a confidential nature gained by the meat team member during the course of employment, shall not, without the specific authority of the Company, be passed on to any person who would be in a position to use such information to the detriment of the Company. Nor shall such information be used for the personal benefit of the meat team member. A breach of such confidence may result in the meat team member's termination.

5.11 Relief Butcher

Relief Butchers, may be engaged on a permanent or casual basis to work over the full cycle of the roster, including weekend work, to primarily replace other Butchers who are on leave or where required in stores which have labour shortages.

Existing Butchers are eligible to apply for a Relief Butcher position should they wish to do so.

Relief Butchers will be engaged on the following basis:

- (a) A Relief Butcher may be used on a short-term basis (i.e., up to two (2) months) to work in a store which is in the process of recruiting a permanent Butcher.
- (b) In the event that a Relief Butcher is used to permanently replace a Butcher who has resigned then they will no longer be classified as a Relief Butcher.
- (c) Relief Butchers must have the ability to travel to different stores i.e. hold a licence, be able to access public transport or alternative means of transport.
- (d) Relief Butchers will be engaged at a base store. These meat team members may be directed to work at any store within a 15 km radius of the base store. No travel allowance or travel time will be paid for this travel.
- (e) If a meat team member is directed to go to another store halfway through a shift then travel allowance and travel time will be paid.
- (f) By agreement, a meat team member may work at another store beyond the 15 km radius. The meat team member would be paid for travel time/allowance for any travel beyond the 15 km radius in accordance with Clause 34 of this Agreement.

5.12 Meat Department Manager/Meat Team Leaders

5.12.1 Existing Meat Department Managers/Meat Team Leaders

- (a) At the discretion of the Company existing Meat Department Managers/Meat Team Leaders, who are covered by the terms and conditions of employment contained in this Agreement prior to the specified date, may be provided with the option of converting to a pay range Meat Department Manager/Meat Team Leader position.
- (b) Existing Meat Department Managers/Meat Team Leaders who accept an offer of a pay range Meat Department Manager/Meat Team Leader position will not be covered by the terms and conditions of employment contained in this Agreement (as per sub-clause 4.13).
- (c) Existing Meat Department Managers/Meat Team Leaders who do not accept an offer of a pay range Meat Department Manager/Meat Team Leader position will continue to be covered by the terms and conditions of employment contained in this Agreement.
- (d) Specified date, as referred to in this clause, shall mean a date, after the commencement of the *Coles Supermarkets (Australia) Pty Ltd & Bi-Lo Pty Ltd and AMIEU NSW/ACT Meat Agreement 2009*, as determined by the Company.

5.12.2 Promoted Meat Department Managers/Meat Team Leaders

- (a) Up until 15 March 2010, at the discretion of the Company, all team members promoted to the position of Meat Department Manager may be provided with the option of choosing a pay range Meat Department Manager position upon promotion. Team members, who accept an offer of a pay range Meat Department Manager position, will not be covered by the terms and conditions of employment contained in this Agreement (as per sub-clause 4.13). Team members who do not accept an offer of a pay range Meat Department Manager position will continue to be covered by the terms and conditions of employment contained in this Agreement.
- (b) After 15 March 2010, at the discretion of the Company, all meat team members who are promoted to the position of Meat Department Manager/Meat Team Leader may be engaged, without option, on a pay range Meat Department Manager/Meat Team Leader position and will not be covered by the terms and conditions of employment contained in this Agreement (as per sub-clause 4.13).

5.12.3 New Meat Department Managers/Meat Team Leaders

At the discretion of the Company, all new meat team members engaged in the position of Meat Department Manager/Meat Team Leader may be engaged, without option, on a pay range Meat Department Manager/Meat Team Leader position and will not be covered by the terms and conditions of employment contained in this Agreement (as per sub-clause 4.14).

5.12.4 Additional Requirements

- (a) The Company will brief the Union, prior to the commencement of this clause, to provide an overview of the pay range offer for such team members.

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- (b) All pay range Meat Department Managers/Meat Team Leaders shall be engaged on no less than 110% of the Butcher's base rate of pay (i.e. the Meat Department Manager/Meat Team Leader rate of pay, applicable under sub-clause 11.1.1).

6 – NATIONAL TRAINING WAGE TRAINEESHIP

- 6.1 This Agreement allows for the employment of trainees who shall be paid according to the terms of the National Training Wage as varied from time to time.
- 6.2 The National Training Wage shall apply in respect of this Agreement and where it refers back to the award, that shall be read as referring back to this Agreement.
- 6.3 The provision in the National Training Wage in respect of overtime shall be read to mean that the hourly rate of pay for the purposes of calculation of overtime or shift penalties is the hourly rate applicable to the relevant age as prescribed in this Agreement.

7 – APPRENTICESHIPS

Apprentices shall be meat team members in accordance with the relevant provisions of the appropriate Act and this Agreement. The following provisions shall apply in respect of apprentices:

7.1 Period of Apprenticeship

The period of apprenticeship for persons entering the trade of Butchering shall not exceed four (4) years and such persons shall be bound by indentures.

7.2 Payment of College Fees and Levies

All fees and levies for instruction of each apprentice shall be paid by the Company for each year of the trade course or correspondence course.

7.3 Time Off for Instruction Purposes

Any apprentice who is given time off during ordinary working hours for the purpose of attending at a college for instruction and fails to so attend, shall not be paid for such time off, except in the case of authorised leave.

7.4 Travelling Expenses & Fares

The Company shall reimburse to an apprentice all fares reasonably incurred in attending the college.

7.5 Technical Training

The Company shall co-operate with the technical college in the training of an apprentice in the manner recommended by the technical college.

7.6 Probationary Period

Only for the purposes of apprenticing to the trade of butchering, the Company may employ a potential apprentice on a probationary period for a maximum of three (3) months. Such probationary period, if the meat team member is apprenticed, shall count as part of the apprenticeship.

7.7 Apprenticeship Terms

Every contract of apprenticeship hereinafter made shall be in the terms of the Apprenticeship and Traineeship Act 2001.

7.8 Industrial Action

Apprentices shall not participate in industrial disputes, strikes, or other industrial action.

7.9 School-based Apprentices

- (a) A school-based apprentice is a meat team member who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.
- (b) A school-based apprenticeship may be undertaken to become a Butcher under a training agreement or contract of training for an apprentice declared or recognised by the relevant State authority.
- (c) The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (d) For the purposes of Clause 7.9(c), 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.
- (e) 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.
- (f) For the purposes of this clause, 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.
- (g) 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.
- (h) School-based apprentices progress through the relevant wage rate as stipulated in clause 11.3 at the rate of twelve (12) months progression for each two (2) years of employment as an apprentice.
- (i) The apprentice wage scales are based on a standard full-time apprenticeship of four (4) years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- (j) If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

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- (k) School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

8 – SUPPORTED WAGES

8.1 Definition

This clause defines the conditions which will apply to meat team members who due to the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

- 8.1.1 "Supported Wage System" means the Commonwealth Government System to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in "Supported Wages System: Guidelines and Assessment Process".
- 8.1.2 "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- 8.1.3 "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.
- 8.1.4 "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

8.2 Eligibility Criteria

Meat team members covered by this clause 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 meat team member is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

(This clause does not apply to any existing meat team member who has a claim against the Company which is subject to the provisions of Workers Compensation legislation or any provision of this Agreement relating to the rehabilitation of meat team members who are injured in the course of their current employment).

The Agreement does not apply to employers in respect of their facility, program, undertaking service or the like which received funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an Organisation which has received recognition under s. 10 or under s. 12A of the Act, or if a part only has received recognition, that part.

8.3 Supported Wage Rates

Meat team members to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity	% of prescribed Agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$75.00 per week).

* Where a person's assessed capacity is 10% they shall receive a high degree of assistance and support.

8.4 Assessment of Capacity

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

- 8.4.1 the Company and a Union party to the Agreement, in consultation with the meat team member or, if desired by any of these;
- 8.4.2 the Company and an accredited Assessor from a panel agreed by the parties to the Agreement and the meat team member.

8.5 Lodgement of Assessment Instrument

- 8.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the meat team member shall be lodged by the Company with the Registrar of Fair Work Australia.
- 8.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a Union which is party to the Agreement, is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within ten (10) working days.

8.6 Review of Assessment

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

8.7 Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Meat team members covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

8.8 Trial Period

- 8.8.1 In order for an adequate assessment of the meat team member's capacity to be made, the Company may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.
- 8.8.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 8.8.3 The minimum amount payable to the meat team member during the trial period shall be not less than \$75.00 per week.
- 8.8.4 Work trials should include induction or training as appropriate to the job being trialled.
- 8.8.5 Where the Company and meat team member wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under sub-clause 8.4.

8.9 Savings Clause

Despite the variation to Clause 11.1 (Minimum Rates) of the Agreement, any arrangement entered into by a Company with the consent of the Secretary of the Australasian Meat Industry Employees' Union, or of a Commissioner of Fair Work Australia concerning the payment of a person at a rate lower than the minimum wage prescribed by the Agreement may continue as if the variation to Clause 11.1 has not been made.

9 – INTRODUCTION OF CHANGE

9.1 Company's Duty to Notify

- 9.1.1 Where the Company has made a definite decision to introduce major changes in production, program, Organisation, structure or technology that are likely to have significant effects on meat team members, the Company shall notify the meat team members who may be affected by the proposed changes and the Union.
- 9.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the need for retraining or transfer of meat team members to other work or locations and the restructuring of jobs.

Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

9.2 Company's Duty to Discuss Change

- 9.2.1 The Company shall discuss with the meat team members affected and the Union, the introduction of the changes referred to in sub-clause 9.1 hereof, the effects the changes are likely to have on meat team members, measures to avert or mitigate the adverse effects of such changes on meat team members and shall give prompt consideration to matters raised by meat team members and/or the Union in relation to the changes.
- 9.2.2 The discussions shall commence as early as practicable after a firm decision has been made by the Company to make the changes referred to in sub-clause 9.1 hereof.
- 9.2.3 For the purposes of such discussion, the Company shall provide to the meat team members concerned and the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on meat team members and any other matters likely to affect meat team members, provided that any employer shall not be required to disclose confidential information, where this disclosure would be adverse to its interests.

10 – REDUNDANCY

10.1 Discussions before terminations

- 10.1.1 Where the Company has made a definite decision that it no longer wishes the job the meat team member has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the meat team members directly affected and with the Union to which they belong.
- 10.1.2 The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of clause 9.1.1 hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the meat team members concerned.
- 10.1.3 For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the meat team members concerned and their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of meat team members likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

10.2 Transfer to lower paid duties

Where a meat team member is transferred to lower paid duties for reasons set out in sub-clause 9.1.1 hereof, the meat team member shall be entitled to the same period of notice of transfer as the meat team member would have been entitled to if his/her employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

10.3 Time off work during the notice period

10.3.1 During the period of notice of termination given by the Company a meat team member shall be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

10.3.2 If the meat team member has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the meat team member shall, at the request of the Company, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

10.4 Notice to Centrelink and the Job Network

Where a decision has been made to terminate meat team members in the circumstances outlined in sub-clause 10.1 hereof, the Company shall notify Centrelink and the Job Network thereof as soon as possible giving relevant information including the number and categories of the meat team members likely to be affected and the period over which the terminations are intended to be carried out.

10.5 Severance Pay

In addition to the period of notice prescribed for ordinary termination in sub-clause 5.7.2, subject to further order of the Industrial Relations Commission, the Company shall pay the following severance pay in respect of a continuous period of service:

Period of continuous service	Entitlement
Less than one year	Nil
More than one but less than two years	4 weeks' pay
More than two but less than three years	7 weeks' pay
More than three but less than four years	10 weeks' pay
More than four years but less than five years	12 weeks' pay
More than five years but less than six years	14 weeks' pay
More than six years	16 weeks' pay

"Weeks' pay" means the all purpose rate of pay for the meat team member concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments, loadings and allowances paid in accordance with the relevant clauses of the Agreement. In each case where a meat team member is aged forty-five (45) or over, there shall be an allowance of a twenty-five per cent (25%) increase.

10.6 Meat team member leaving during the notice period

A meat team member whose employment is terminated for reasons set out in sub-clause 10.1.1 may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the meat team member remained with the Company until the expiry of such notice. Provided that in such circumstances the meat team member shall not be entitled to payment in lieu of notice.

10.7 Incapacity to pay

The Company, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the Company's incapacity to pay.

10.8 Alternative employment

The Company, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for a meat team member.

10.9 Exemption from Redundancy clause

Where employment is terminated as a consequence of misconduct, or in the case of casual meat team members, or in the case of meat team members engaged for a specific period of time or for a specific task or tasks, this clause shall not apply.

10.10 Meat team members with less than twelve (12) months' service

This clause shall not apply to meat team members with less than twelve (12) months' continuous service and the general obligation on employers should be no more than to give relevant meat team members an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the meat team members of suitable alternative employment.

10.11 Introduction of Retail Ready Meat

In the event that a meat team member's position becomes redundant as a result of the introduction of Retail Ready Meat into a store the redundancy provisions outlined in Appendix A of this Agreement shall apply and replace the provisions of Clauses 10.1-10.10 and Clause 9 of this Agreement.

11 – WAGES

11.1 Minimum rates

11.1.1 The minimum rate of pay for each classification is

Grade	Date of Positive Vote	15/03/2013	15/03/2014
Trainee Meat Packer	\$663.30	\$688.15	\$712.25
Meat Packer/Cabinet Attendant	\$780.45	\$809.75	\$838.10
Meat Trades Assistant 92%	\$813.66	\$844.20	\$873.70
Butcher 100%	\$884.40	\$917.60	\$949.70
Advanced Meat Trades Person 105%	\$928.60	\$963.45	\$997.15
Meat Department Manager/Meat Team Leader 110%	\$972.85	\$1,009.35	\$1,044.70

The above rates are operative from the first pay period to commence on or after the dates shown.

Meat Department Managers/Meat Team Leaders will be paid the same quantum (\$) wage increase as Butchers.

No meat team member, including Meat Managers, will suffer a reduction in their rate of pay as a result of this Agreement.

11.2 Unapprenticed Junior Meat team members

Unapprenticed junior meat team members shall receive the following percentages of the appropriate Meat Packer/Cabinet Attendant rate prescribed in sub-clause 11.1:

Age	Percentage
16 years of age and under	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	100

11.3 Apprentices

- (a) Apprentices engaged on a four year apprenticeship and meat team members on probation for a four (4) year apprenticeship will be paid the following percentage of the Butcher rate in sub-clause 11.1:

Year of Apprenticeship	NSW/ACT
First year	65%
Second year	75%
Third year	90%
Fourth year	95%

- (b) Where made available by the applicable State Training Authority, apprentices engaged on a three year apprenticeship and meat team members on probation for a three (3) year apprenticeship, will be paid the following percentage of the Butcher rate in sub-clause 11.1:

Year of Apprenticeship	NSW/ACT
First year	75%
Second year	90%
Third year	95%

This clause will not apply to a meat team member who has already commenced a four (4) year apprenticeship.

- (c) New adult apprentices (aged 20 years and over) shall be paid the second year apprentice rate for the first two (2) years. This is provided that no adult apprentice shall receive less than the National Minimum Wage (as adjusted).

- (d) Where an existing Packer or Cabinet Attendant commences an apprenticeship they shall remain on their current base rate of pay (including any applicable increases that apply) for the Cabinet Attendant/Packer classification as outlined in sub-clause 11.1.1 until the apprentice rate of pay catches up.

12 – ALLOWANCES

The following allowances shall be paid in addition to the appropriate rate prescribed in Clause 11, Wages, of this Agreement in the case of full-time meat team members and a pro rata amount in the case of casual and part-time meat team members:

12.1 Qualified First Aid Attendant

Paid from the first pay period commencing on or after	Per Day
Date of Positive Vote	\$2.09
15 March 2013	\$2.16
15 March 2014	\$2.24

12.2 Laundering

The following allowance will continue to be paid to meat team members who were in receipt of this allowance prior to the commencement of the Agreement. No new meat team members will be entitled to be paid the below allowance.

- (a) Garments requiring ironing:

Effective from the first full pay period on or after:	Date of Positive Vote	15 March 2013	15 March 2014
Full-time meat team members			
- per week	\$11.90 pw	\$12.35 pw	\$12.78 pw
Part-time/Casual meat team members:			
- per uniform	\$4.52	\$4.69	\$4.86
- maximum per week	\$11.90 pw	\$12.35 pw	\$12.78 pw

- (b) Garments not requiring ironing:

Effective from the first full pay period on or after:	Date of Positive Vote	15 March 2013	15 March 2014
Full-time meat team members			
- per week	\$6.88 pw	\$7.14 pw	\$7.39 pw
Part-time/Casual meat team members:			
- per uniform	\$2.26	\$2.35	\$2.43
- maximum per week	\$6.88 pw	\$7.14 pw	\$7.39 pw

12.3 Cold/Preparation Room Allowance

Meat Unit Temperature shall be maintained between 14 and 16 degrees Celsius.

Full-time meat team members working in the Meat Unit shall receive a cold room allowance of:

Paid from the first full pay period on or after:	Per Week
Date of Positive Vote	\$ 4.80
15 March 2013	\$ 4.98
15 March 2014	\$ 5.16

Part-time and casual meat team members shall be paid a pro rata entitlement for each completed hour worked.

Such allowances are not paid for all purposes of the Agreement.

12.4 Tool Replacement

In all cases where a meat team member's tools of trade are damaged by fire, through the use of any corrosive material, through demonstrated inappropriate use by another meat team member or by theft, compensation shall be granted by the Company.

13 – NO EXTRA CLAIMS

It is a term of this Agreement that the parties undertake, for the duration of the Agreement, not to pursue any extra claims, award or over-award, except when consistent with the National Wage Case Principles.

14 – FLEXIBILITY OF WORK

14.1 Meat Team Member Duties

The Company may direct a meat team member to carry out such duties as are within the limits of the meat team member's skill, competence and training.

Meat team members shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the meat team member.

Meat team members shall not impose any restrictions or limitations on a reasonable review of work methods or standard times. All reviews carried out by the Company will take into account the potential impact on occupational health and safety. Where possible, this will be done in consultation with the workforce and the Union.

14.2 Performing Work Outside of the Meat Department

- 14.2.1 A meat team member may work up to forty-nine per cent (49%) of their ordinary hours (for casual meat team members, forty-nine (49%) of their hours) in the main body of the Supermarket providing there is no detriment to the Meat Department, following discussion and agreement with the Union. Where the Union has disagreed with the request, the Company may refer the matter to the Branch Secretary of the Union for further discussion and resolution.
- 14.2.2 The purpose of this clause is to overcome issues associated with weekly meat team members potentially having to reduce their ordinary hours due to new or additional competition, refurbishments, cyclical downturns or other relevant factor.
- 14.2.3 Where a meat team member is required to work part of their hours in the main body of the Supermarkets, the meat team member will continue to receive the same pay rates, penalty rates and other conditions of employment, as if they were working all of their hours within the Meat Department.
- 14.2.4 Where a meat team member has requested additional hours and the Union has been notified and agrees, the meat team member will be paid in accordance with the provisions of the Certified Agreement applicable to the department within which they work. If the meat team member has not requested additional hours under this clause or the Union has not been notified prior to the commencement of the additional hours then the provisions of this Agreement would otherwise apply.

15 – HOURS: ROSTERING PRINCIPLES

15.1 Permanent Meat team members

- 15.1.1 All rosters for full-time meat team members shall provide for one-hundred and fifty two (152) hours averaged over any four (4)-week cycle (subject to sub clause 15.1.3), with a maximum of twenty (20) starts.
- 15.1.2 All rosters for part-time meat team members shall provide for an agreed number of hours with a minimum of forty-eight (48) hours and a maximum of one-hundred and forty-four (144) hours over any four week cycle, with a maximum of twenty (20) starts.
- 15.1.3 The maximum number of hours a meat team member may be rostered to work in any week shall be forty-eight (48) for a full-time meat team member and thirty-eight (38) for a part-time meat team member.
- 15.1.4 Permanent meat team members must be rostered in such a way that they shall receive at least two (2) consecutive days off each fortnight.
- 15.1.5 A weekly meat team member (other than a volunteer) may be rostered to work a maximum of three (3) Sundays in any four-week cycle, and shall be rostered off for three (3) consecutive days which shall include a Saturday and Sunday.
- 15.1.6 For weekly meat team members, rostered hours shall be worked on not more than five (5) days each week, provided that rostered hours may be worked on six (6) days in one week if in the following week rostered hours are worked on not more than four (4) days.

15.1.7 For full-time meat team members employed as at 15/3/00, refer to Appendix D clause 1.3 Hours of Work: RDOs Savings Clause.

15.1.8 In conjunction with, or in addition to any rostered shift, a part-time meat team member may be offered on a voluntary basis additional hours to a maximum of thirty-eight (38) hours in any week, which if accepted, shall be paid at the stipulated casual rate. Provided that such additional hours shall be offered:

- (a) in accordance with the relevant roster principles to a maximum of one-hundred and forty-four (144) hours over any four (4) week cycle; and
- (b) on the basis of being paid the casual loading as prescribed in sub-clause 5.4.4 in lieu of entitlements to Sick Leave, Annual Leave or other forms of leave other than Long Service Leave.

15.1.9 A part-time meat team member's normal core hours may be reduced by a maximum quantum of 20% in any anniversary year provided:

- (c) the quantum may not be reduced below forty-eight (48) hours in any four (4) week cycle;
- (d) the meat team member is provided with two (2) weeks' notice in writing;
- (e) where the meat team member does not agree four (4) weeks' notice shall be provided in lieu of two (2);
- (f) where additional permanent hours become available in the store where the part-time meat team member worked at the time the hours were reduced, then that meat team member will have preference ahead of part-time meat team members who had no reduction in hours, casual meat team members, and new part-time meat team members, to the additional hours of work. Preference will also be given to the part-time meat team member whose hours had been reduced ahead of other meat team members when the additional hours are not permanent.

15.2 Casual Meat Team Members

15.2.1 The maximum number of starts in any week shall be five (5) days for ordinary hours, unless by agreement a meat team member is willing to work six (6) days.

15.2.2 A casual meat team member shall be rostered to a maximum of thirty-eight (38) hours in any week.

15.3 General Rostering Principles

15.3.1 A meat team member shall not be rostered to commence work on more than one (1) occasion on any day.

15.3.2 A meat team member may be rostered to a maximum of six (6) consecutive days in any fortnight.

15.3.3 A permanent meat team member may arrange to swap an individual shift with another meat team member. Any arrangement to swap a shift must be genuinely agreed to by

both and also be approved by the store manager at least the day prior to the commencement of the shift. Less notice may apply by agreement between the meat team members and the Company. A shift swap arrangement must comply with all provisions of this Agreement.

15.4 Span of Ordinary Hours

- 15.4.1 The ordinary hours shall be worked between the commencing and ceasing times prescribed in sub-clause 15.5 and 15.6 hereof on not more than six (6) consecutive days Monday to Sunday inclusive.
- 15.4.2 For full-time meat team members the span of ordinary hours on any day shall be a minimum of six (6) hours and a maximum of ten (10) hours.
- 15.4.3 For part-time meat team members the span of ordinary hours on any day shall be a minimum of four (4) hours and a maximum of ten (10) hours. For casual meat team members the span of ordinary hours on any day shall be a minimum of three (3) hours and a maximum of ten (10) hours.
- 15.4.4 The maximum engagement a team member can be rostered on any day is in accordance with sub-clauses 15.4.2 and 15.4.3 however the maximum of ten (10) hours may be worked on no more than two (2) days in any one (1) week. At the election of the team member and the agreement of the Company, a meat team member may work more than two (2), ten (10) hour days in a week.

15.5 Commencing Time

The commencing time for the ordinary hours of work shall be 5.00 am Monday to Sunday.

15.6 Ceasing Time

The ceasing time for the ordinary hours of work shall be:-
Monday to Sunday, 10.00 pm

15.7 Minimum Break Between Consecutive Shifts

- 15.7.1 There shall be not less than a ten (10) hour break between the finishing of work (including overtime) on one (1) day and the commencement of work on the next day.
- 15.7.2 If on the instructions of the Company a meat team member resumes or continues to work without having such period off duty, the meat team member shall be paid at the appropriate overtime rate until released from duty for such period. Such a meat team member shall then be entitled to be absent until the meat team member has had such period off duty, without loss of pay for ordinary working time occurring during such absence.

15.8 Change of Roster

Any permanent roster change must be provided to the meat team member in writing with a minimum of seven (7) days' notice. Should the meat team member disagree with any permanent roster change, they shall be provided with a minimum of fourteen (14) days written notice in lieu of seven (7), during which time there shall be discussions aimed at resolving the matter in accordance with Clause 38 – Settlement of Disputes, as provided in this Agreement.

Rostering of meat team members must balance the family and community needs (including sporting commitments) of meat team members with the commercial needs of the Company. The Company may reasonably request evidence of the meat team member's involvement in community activities. In an effort to reach the right balance, the Company will not make an excessive number of or unreasonable changes to a meat team member's roster.

A meat team member's roster may not be changed with the intent of avoiding payment of penalties, or loadings or other benefits applicable. Should such circumstances arise, the meat team member will be entitled to such penalty, loading or benefit as if their roster had not been changed.

15.9 Requests for Flexible Working Arrangements

(a) A meat team member who is a parent or has responsibility for the care of a child may request a change to their working arrangements to assist the meat team member to care for the child subject to:

- (i) Permanent meat team members having completed a least 12 (12) months of continuous service immediately prior to making the request; or
- (ii) casual meat team member being a long term casual immediately prior to making the request and the meat team member has a reasonable expectation of ongoing employment on a regular and systematic basis; and
- (iii) the child must be under school age or under 18 if the child has a disability.

(b) A meat team member's request must be in writing and must set out the details of the change sought and the reasons for the change. The relevant Manager must reply in writing within twenty one (21) days stating whether the request is granted or refused and, if refused, the reasons for refusal.

16 – PENALTIES FOR CERTAIN ORDINARY HOURS

The penalties prescribed below, being percentages of the appropriate rate prescribed in Clause 11 divided by thirty-eight (38), shall be paid for such ordinary hours worked-

Work on Sunday:	from 5.00 am to 10.00 pm	50%
Monday to Friday:	from 7.00 pm to 10:00 pm	25%

All meat team members including casual meat team members employed prior to 6 February 2000 will retain the penalty of time and one quarter for ordinary time worked on a Saturday.

The penalties prescribed in this clause apply when calculating any payment for any period of sick leave, annual leave, public holidays, jury service and compassionate leave.

17 – SHIFT WORK

17.1 Meat Team Member Transfer to or from Shift work

The Company shall not, unless with the agreement of the, transfer a meat team member from day work to shift work or from shift work to day work.

17.2 Shift work as Ordinary Hours

Notwithstanding any other provision for ordinary hours within the Agreement, a meat team member may be engaged on ordinary hours in Shift work. Shifts may be worked on a one, two or three-shift system.

17.3 Definition of Shift

For the purpose of this clause:

"Afternoon Shift" means any shift finishing after 9.00pm and before midnight.

"Night Shift" means any shift finishing after midnight and at or before 9.00 am.

"Fixed Night Shift" means a night shift (as defined) on which a meat team member is not allowed to rotate so as to give the meat team member at least one (1) week in each three (3) consecutive weeks on some other shift or shifts.

"Saturday Shift" means any shift ceasing after midnight Friday and before 9.00 am Saturday or a shift finishing after 6.00 pm and before midnight Saturday.

"Sunday Shift" means any shift ceasing after midnight Saturday and before 9.00 am Sunday or a shift finishing after 6.00 pm and before midnight Sunday.

17.4 Payment of Shift Work

17.4.1 A meat team member on afternoon shift shall be paid the appropriate rate for the classification in which they are employed under this Agreement, plus 15% thereof.

17.4.2 A meat team member on night shift shall be paid the appropriate rate for the classification in which they are employed under this Agreement, plus 25% thereof.

17.4.3 A meat team member on a fixed night shift shall be paid the appropriate rate for the classification in which they are employed under this Agreement, plus 30% thereof.

17.4.4 A member on a Saturday shift shall be paid the appropriate rate for the classification in which they are employed under this Agreement, plus 50% thereof.

17.4.5 A meat team member on a Sunday shift shall be paid the appropriate rate for the classification in which they are employed under this Agreement, plus 100% thereof.

17.4.6 A shift worker who is directed to work an afternoon or night shift which does not continue for at least five successive afternoon or night shifts shall be paid for each shift fifty per cent (50%) for the first two (2) hours and one-hundred per cent (100%) for the remaining hours, in addition to this ordinary rate.

Provided that where there is mutual agreement between the meat team member, Company and the Union, non-successive shifts may be worked at the ordinary shift rate. Where genuine agreement exists, the Union shall not unreasonably withhold agreement.

17.5 Casual Shift Workers

A casual meat team member employed on shift work shall receive the appropriate percentage loading, as prescribed in sub-clause 17.4 and in addition thereto the appropriate casual loading as prescribed by Clause 5.4 of this Agreement.

17.6 Meal Breaks for Shift Workers

The ordinary hours of work for a shift worker shall be unbroken except by prescribed meal intervals.

17.6.1 A shift worker, except when engaged on a three shift system, shall be entitled to a meal break of between one hour and a half hour.

17.6.2 Shift workers engaged on a three (3) shift system and shift workers not engaged on a three (3) shift system who are not allowed the meal interval as prescribed in sub-clause 17.6.1 shall be allowed a crib break of thirty (30) minutes which shall be counted as time worked.

17.7 Changes to Shift Rosters

The starting and finishing times of the ordinary hours of work of shift workers shall be fixed by the Company. Once fixed, they may only be altered by agreement between the Company and the majority of the meat team members engaged in the Meat Department unit or, in the absence of such agreement, by the giving of not less than seven (7) days' notice by the Company to each meat team member of such proposed change of times. Provided that this sub-clause shall not apply to any individual meat team member who is required to alter their starting time to enable the management to make provision for replacement, but such meat team member shall, unless they otherwise agree, be given at least twenty-four (24) hours notice of the change.

18 – OVERTIME

18.1 Entitlement

A meat team member shall be paid overtime for all work in excess of:

18.1.1 Rostered ordinary hours for full-time and part-time meat team members, in accordance with Clause 15: Hours: Rostering Principles.

18.1.2 Ten (10) hours on any one (1) day.

18.1.3 Thirty-eight (38) hours per week for a casual meat team member.

18.2 Rate of Pay

18.2.1 The rate of overtime shall be time and one-half for the first two (2) hours on any one day and at the rate of double time thereafter.

18.2.2 All overtime worked on a Sunday shall be paid at the rate of double time.

18.3 Overtime on a day off

Meat team members who work overtime on their day off shall be paid at the normal overtime rate with a minimum of four (4) hours.

18.4 Work outside of the Roster

Notwithstanding the above, where a weekly meat team member is requested to work:

- before the meat team member's regular commencing time on any day;
- after the meat team member's regular ceasing time on any day;
- on a day in substitution for another work day;

and seven (7) days' notice has not been given, then such other hours of work shall be paid at overtime rates, unless the meat team member has expressly agreed to work those other hours as part of a roster change. In this case, such other hours of work shall be paid at ordinary rates of pay.

18.5 Time off in lieu of Overtime

18.5.1 By mutual agreement, a meat team member may elect to take time off in lieu of payment for overtime at a time or times agreed with the Company within twenty-eight (28) days of the accrued date.

18.5.2 Overtime taken as time off during ordinary time hours shall be taken at the penalty rate equivalent.

18.6 Casual Overtime

A casual meat team member shall be entitled to overtime at the applicable rates expressed for permanent meat team members when they work in excess of thirty-eight (38) hours in any week.

18.7 Reasonable Overtime

A meat team member may refuse to work overtime in circumstances where the working of such overtime would result in the meat team member working hours which are unreasonable having regard to:

- i) Any risk to the meat team member's health and safety;
- ii) The meat team member's personal circumstances including any family responsibilities;
- iii) The needs of the workplace or enterprise;
- iv) The notice (if any) given by the Company of the overtime and by the meat team member of his or her intention to refuse it;
- v) Whether the meat team member is entitled to receive overtime payments, penalty payments or other compensation for, or a level of remuneration which reflects an expectation of, working additional hours;
- vi) The usual patterns of work in the industry, or the part of the industry, in which the meat team member works;

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- vii) The nature of the meat team member's role and the meat team member's level of responsibility; and
 - viii) Any other relevant matter.

19 – HIGHER DUTIES

- 19.1 A meat team member appointed by the Company to perform work for which a higher rate than the meat team member's ordinary rate is prescribed by this Agreement shall be paid the higher rate for the time so worked, and if so engaged for more than four (4) hours shall be paid the higher rate for the whole of the day, in accordance with Clause 11 Wages.
- 19.2 Where under Clause 19.1 a meat team member is requested to perform the Meat Department Manager/Team Leader's role (in the absence of the Meat Department Manager/Meat Team Leader) the meat team member will be paid at the Meat Department Manager/Meat Team Leader rate of pay as specified in Clause 11.1.1.

20 – MEAL BREAKS AND REST PAUSES

20.1 Rest Pauses

A meat team member shall receive a paid rest pause of fifteen (15) minutes duration after working in excess of four (4) hours. The fifteen (15) minute rest breaks referred to in this sub-clause includes any travel to and from the place where the employee will have their rest break.

An additional paid rest break of fifteen (15) minutes duration shall be provided to a meat team member who works seven and a half (7.5) hours or more.

The rest pause shall be taken during the longest unbroken part of such shift and where one (1) meal break is taken on the day. When in excess of seven and a half (7.5) hours are worked, the meat team member shall have two (2) rest pauses: one (1) prior to the meal break and one (1) after the meal break.

20.2 Meal Breaks

20.2.1 Meal breaks are not counted and not paid for as time worked.

20.2.2 No meat team member shall be called upon to work more than five (5) ordinary hours without a meal break, except by agreement where in such circumstances the meat team member must take the meal break prior to seven (7) ordinary hours. The meal break shall be granted of one (1) hour, except where, by agreement between a meat team member and the Company, a meat team member may have a meal break of thirty (30) minutes.

20.2.3 A meat team member required to work overtime for one-and a half (1.5) hours or more after their rostered finishing time shall be allowed a meal interval of not less than thirty (30) minutes. Provided however, that if by continuing at work the work can be completed in not more than two (2) hours after the meat team member's rostered time, the meat team member may elect to continue work until the work is completed and in that case, the employer shall not be obliged under this sub-clause to give a break for a meal.

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- 20.2.4 Any meat team member called upon to work during the agreed meal interval shall be paid overtime rates for the period so employed and such overtime rates shall continue until a meal break is allowed.

21 – MEAL ALLOWANCE

A meat team member required to work overtime, without having being notified the day prior of the requirement to work overtime, and having worked more than one-and a half (1.5) hours overtime, shall be paid a meal allowance of:

From the first full pay period on or after:	Per Day
Date of Lodgement	\$13.00
15 March 2010	\$13.49
15 March 2011	\$13.96

22 – PUBLIC HOLIDAYS

22.1 Holidays

Permanent meat team members shall be entitled, without loss of pay, to public holidays as observed in NSW/ACT as follows:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day

22.2 Union Picnic Day

In addition to the public holidays listed above, permanent meat team members shall be entitled to a paid Union Picnic Day. The nominal Union Picnic Day throughout NSW shall be the first Tuesday of November. The Union Picnic Day is in lieu of any gazetted or proclaimed local days, such as Newcastle Show Day and other locally recognised public holidays.

In the ACT, in lieu of the picnic day, the nominal day shall be Canberra Day, which is the second Monday in March.

Permanent meat team members rostered to work on the picnic day or Canberra Day shall be paid, by mutual agreement, by one of the following methods:

- * payment of an additional day's wages;

- * addition of one (1) day to the meat team member's annual holidays;
- * another day off without loss of pay within twenty-eight (28) days after the picnic day or Canberra Day falls.

If none of these alternatives can be agreed to, the meat team member shall choose one (1) of the above options.

Meat team members rostered to work on the first Tuesday in November for NSW or the second Monday in March for the ACT, may request this day as their day off. Requests should be in writing and meat team members making early requests for this day off will be given first preference. The number of Meat Department staff able to take this day off in a store will be based on the trading requirements of the store.

Permanent meat team members not rostered to work on the Union Picnic Day or Canberra Day and who work on this day shall be paid the appropriate overtime rates prescribed in Clause 18.3.

22.3 Additional Holidays

After the ratification of this Agreement, permanent meat team members shall be entitled without the loss of pay to any additional public holidays in the State or Territory when such public holidays are Proclaimed or gazetted by the authority of the Commonwealth Government or of the State or Territory Government, and such proclaimed or gazetted holidays are in addition to the eleven (11) days described in sub-clauses 22.1 and 22.2, and are to be observed generally by persons throughout the State or Territory.

22.4 Substituted Holidays

If a day (or part day) is substituted by the law of a State or Territory then the substituted day (or part day) is the public holiday and the original day is not a public holiday.

22.5 Work on a Public Holiday

- (i) All work performed on a public holiday will be voluntary. The Company will call for volunteers at least four (4) weeks prior to a public holiday. In considering whether to work on a public holiday, meat team members are asked to have regard for customer expectations and business operational requirements.
- (ii) The Company would like for meat team members to volunteer to work on a public holiday so that work on public holidays is fairly distributed amongst the team and that customer expectations are met, however work on a public holiday remains voluntary.
- (iii) Where a store does not open for trade on a Public Holiday, and a meat team member would have been rostered to work on such a day, they shall be entitled to payment for the day based upon their ordinary time earnings (and in addition penalties as appropriate) for the hours normally rostered to work.
- (iv) Where a store opens for trade on a public holiday, meat team members who would normally be rostered to work may request to work the day or part thereof and shall be paid the appropriate penalty for time so worked. Provided that when a meat team member chooses not to work they shall be paid in accordance with sub-clause (i).
- (v) **Additional Christmas Holiday Loading.**

Where Christmas Day is substituted under clause work on 25 December will attract an additional loading of half a normal (ordinary time) day's wage for a full day's work in

addition to any penalty rate which applies and the meat team member will also be entitled to the benefits of the substituted public holiday.

22.6 Non Working Day Falls on a Public or Agreement Holiday

- (a) The following meat team members will receive the non-working day entitlements in sub-clause (b) when their non-working day falls on an Agreement public holiday:
 - (i) Full-time weekend rostered meat team members; and
 - (ii) Part-time weekend rostered meat team members who work 20 starts in a four week cycle.
- (b) By mutual agreement the meat team member shall:
 - (i) be paid an additional day's wages; or
 - (ii) have an addition of one (1) day to the meat team member's annual holiday, exclusive of annual leave loading; or
 - (iii) have an alternative day off as agreed between the Company and the meat team member, taking into consideration the operational requirements of the business.

For the purpose of this paragraph a full time meat team member's "day" shall mean eight (8) hours.

22.7 Part-time Meat Team Members

- (i) Where the work days of the normal roster of a part-time meat team member include a public holiday listed at 22.1 of this clause, the meat team member shall be entitled to be absent from work without loss of pay on that day.
- (ii) If a part-time meat team member is required to work on a public holiday the meat team member shall receive the public holiday benefits, prescribed in 22.7 (i) of this clause.
- (iii) If a part-time meat team member whose work days of a normal roster include a Saturday or Sunday which would be a prescribed public holiday but for the substitution of an alternative day then:
 - (a) the meat team member may be granted leave with pay on the "actual" day without any substitution, or;
 - (b) the meat team member may work on the "actual" day at normal Saturday or Sunday rates and shall be allowed to take another day as agreed with the employer, which may or may not be the prescribed substitute day, as a paid holiday. (In the case of Christmas Day an additional loading of half a normal (ordinary time) hour's wage for each hour worked), or;
 - (c) the meat team member may work on the "actual" day at normal Saturday or Sunday rates (with the Christmas Day loading, if applicable) and receive, in addition, payment at ordinary time rates for an additional day of equal length (with no substitution of an alternative day).

22.8 Rate of Pay

If the meat team member also works on the prescribed substitute day the meat team member shall do so at ordinary time rates.

- (i) All full-time and part time meat team members working on a public holiday shall be paid at the rate of 250% of the ordinary time rate with a minimum payment as for four (4) hours worked.
- (ii) All casual meat team members working on a public holiday shall be paid at the rate of 272% of the ordinary time rate with a minimum payment as for four (4) hours of work.
- (iii) Ordinary time rate shall be calculated on the basis of the rates prescribed in Clause 11 – Wages and shall not include any penalties stipulated in Clause 16.

22.9 Easter Sunday

Permanent meat team members rostered to work on Easter Sunday will be given the option of working or not.

A weekly meat team member whose roster provides for working on Easter Sunday in a store which is not permitted to open on this day shall be given the day off with pay at the ordinary time rate.

If the meat team member chooses not to work on Easter Sunday, he or she will make up the rostered hours in ordinary time within twenty-eight (28) days.

23 – SICK LEAVE

23.1 Sick Leave Entitlement

A weekly meat team member who, subject to sub-clause 23.2 and 23.3 of this clause, is unable to attend for duty during the meat team member's ordinary working hours by reason of personal illness or personal incapacity, shall be entitled to be absent for the time of such non attendance subject to the following:-

- 23.1.1 A meat team member shall not be entitled to paid sick leave for any period in respect of which the meat team member is entitled to workers' compensation.
- 23.1.2 The meat team member shall be entitled in any one (1) year to leave not in excess of seventy-six (76) hours of working time for full-time meat team members and pro rata in the case of part-time meat team members.
- 23.1.3 Such unused sick leave shall be fully cumulative during continuous employment.
- 23.1.4 Payment of penalties for sick leave for weekly meat team members is determined by Clause 16: Penalties for Certain Ordinary Hours.
- 23.1.5 Sick leave entitlements for Temporary Weekly Meat team members are determined by Clause 5.5.

23.2 First twelve (12) months of employment

The payment for any absence on sick leave in accordance with this during the first twelve (12) months of employment shall be on a monthly pro rata basis.

23.3 A meat team member who is absent from work will:

- 23.3.1 Notify the person in charge of the store by normal start time or as soon as possible of the reason for the absence and the expected duration of the absence. The meat team member will keep the person in charge of the store informed as to the expected date of return to work;
- 23.3.2 Upon return to work complete the "Leave Request Form" including stating the reason for the absence, whether notice was given and whether the meat team member is claiming sick leave for the absence;
- 23.3.3 For any absence of two (2) consecutive shifts or more, the employer may require a medical certificate from a duly qualified medical practitioner from the meat team member for payment of Sick Leave.
- 23.3.4 A meat team member shall be entitled to two (2) single shift absences without a medical certificate from a registered health practitioner or statutory declaration in any anniversary year. Provided that for any additional single shift absences, at the Managers' discretion, a medical certificate issued by a registered health practitioner may be requested to receive payment. Where it is not reasonably practicable for a meat team member to provide a medical certificate a statutory declaration can be provided instead.
- 23.3.5 Where a meat team member is absent on the day before or after a public holiday the Company requires satisfactory evidence that the absence was caused through illness or injury. A medical certificate from a duly qualified medical practitioner shall be required to receive payment. Where it is not reasonably practicable for a medical certificate to be provided, a statutory declaration may be provided instead.

A medical certificate issued by registered health practitioner or statutory declaration shall be deemed satisfactory evidence to receive payment.

23.4 A meat team member may be subject to the Company's disciplinary procedures where a meat team member has:

- 23.4.1 been absent from duty in a manner which is systematic or exhibits a pattern; or
- 23.4.2 has exceeded their annual sick leave entitlement without due cause or satisfactory proof of illness; or
- 23.4.3 has failed to produce satisfactory evidence; or
- 23.4.4 failed to notify the Company of expected absences at the earliest opportunity.

23.5 For the purposes of this clause as it relates to weekly meat team members, "day" shall mean the number of hours the meat team member would have worked on the day on which the meat team member was absent, had the meat team member not been sick.

23.6 Payment of Sick Leave will be made for the week in which the absence occurs. However should the meat team member be requested to produce evidence of illness in accordance with this clause, and not do so, the Company is authorised to deduct an amount equivalent to the Sick

Leave in the next available pay period(s). The meat team member will be notified within the pay period in which the deduction occurs.

24 – COMPASSIONATE LEAVE

24.1 Entitlement Due to Death

A full-time or part-time meat team member will be entitled to:

- (a) Upon the death of their father, mother, guardian, spouse or child (including step and foster children), paid Compassionate Leave to a maximum of five (5) shifts including the day of the funeral.
- (b) Upon the death of a stepfather, stepmother, parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law, paid Compassionate Leave to a maximum of three (3) shifts up to and including the day of the funeral.
- (c) Upon the death of a member of the meat team member's household, paid compassionate leave to a maximum of two (2) days.
- (d) Upon the death of other close relatives, paid compassionate leave to a maximum of one (1) day to attend the funeral may be approved by the Company.

24.1.2 Where the death of a relative detailed in sub-clause 24.1 occurs interstate and the meat team member attends the funeral, the meat team member shall be entitled to receive an additional unpaid period of Compassionate Leave, which shall not exceed two (2) shifts. Where the death of a relative detailed in sub-clause 24.1 occurs outside of Australia and the meat team member attends the funeral, the meat team member shall be entitled to receive an additional unpaid period of Compassionate Leave, which shall not exceed the number of shifts normally worked within a two (2) week calendar period.

Proof of such death shall be provided by the meat team member to the satisfaction of the Company, together with proof of attendance in the case of a funeral outside Australia.

24.1.3 There shall be no entitlement to leave under this clause where a meat team member is absent from work on another form of approved leave.

24.1.4 For the purpose of this clause the words "spouse" shall include a "wife" or "husband" and a person in a same sex relationship from whom the meat team member is separated and a de facto spouse. For the purposes of this clause a "spouse" shall also include a person who lives with the employee in a same sex relationship, a former spouse, former de facto spouse and a de facto spouse.

24.2 Entitlement Due to Serious Illness/Injury

24.2.1 A full time or part time meat team member is entitled to a period of two (2) days compassionate leave (either as a continuous period of as single days of leave) for the purposes of spending time with a member of the meat team member's immediate

family (as defined in Clause 31.6) or a member of the meat team member's household who contracts or sustains a personal illness/injury that poses a serious threat to his or her life.

Meat team members may access this entitlement for each occasion of serious illness/injury.

24.2.2 Compassionate leave taken pursuant to 24.2.1 can be taken at any time while the illness or injury persists.

24.3 Proof relating to non-attendance

Proof of the illness, injury or death shall be required to be produced, when requested by the Company, together with proof of attendance in the case of a funeral outside Australia.

24.4 Compassionate Leave and other forms of leave

There shall be no entitlement to leave under this clause where a meat team member is absent from work on another form of approved leave (excluding where a meat team member is absent on annual leave).

24.5 Payment

Payment whilst on Compassionate leave will be at the meat team member's ordinary time earnings for the hours normally rostered to work including any applicable penalties.

24.6 Casual Entitlement

A casual meat team member is entitled to compassionate leave on the same basis as a permanent meat team member however time away from work is unpaid.

25 – LEAVE OF ABSENCE

25.1 Period of Leave of Absence

A weekly meat team member shall be entitled to unpaid leave of absence after completing twelve (12) months' continuous service with the Company for a maximum of any one (1) occasion of twelve (12) months.

Where a weekly meat team member applies for and is granted a period of authorised unpaid leave of absence of one (1) weeks duration or more, all entitlements to annual leave, sick leave or long service leave will be frozen from the date of commencing such leave to the date of returning from such leave.

25.2 Reasons for Leave of Absence

An application for Leave of Absence shall be considered for an approved period of unpaid leave, which whilst not exhaustive, may include:

- a meat team member who is studying and requires time to attend exams.
- a meat team member who wishes to travel overseas or interstate for an extended period.

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- a meat team member who requires time off to care for a sick or injured close relative.
 - a meat team member who wishes to return to studies on a full-time basis.

26 – JURY SERVICE

A weekly meat team member shall be allowed leave of absence during any period of ordinary working hours when required to attend for jury service. If the meat team member is required to attend jury service during annual leave or another period of leave, the meat team member's annual leave will be re-credited for any period that they are required to attend for jury service during to annual leave, subject to appropriate proof. During such leave of absence, a meat team member shall be paid the difference between the jury service fees received and the meat team member's ordinary time earnings including penalties and shift loadings if applicable.

The meat team member shall be required to produce to the Company proof of jury service fees received and proof of requirements to attend and attendance on jury service and shall give the Company notice of such requirements as soon as practicable after receiving notification to attend for jury service.

27 – BLOOD DONOR LEAVE

A weekly meat team member who is absent during ordinary working hours for the purpose of donating blood shall do so without loss of pay up to a maximum of two (2) hours on each occasion and subject to a maximum of four (4) separate absences for the purpose of donating blood each calendar year.

Provided further that such meat team member shall arrange for the absence to be on a day suitable to the Company and be as close as possible to the beginning or ending of the ordinary working hours.

Proof of the attendance of the meat team member at a recognised place for the purpose of donating blood, and the duration of such attendance, shall first be furnished to the satisfaction of the Company. Further, the meat team member shall notify the Company as soon as possible of the time and date upon which the meat team member is requesting to be absent for the purpose of donating blood.

28 – ANNUAL LEAVE AND LOADING

28.1 Annual Leave Entitlement

All weekly meat team members, shall be entitled to annual leave on full pay for a period equal to one-hundred and fifty-two (152) hours for full-time meat team members and pro rata for part-time meat team members. A meat team member's entitlement to annual leave accrues progressively during each year.

Where the number of rostered hours varies during any anniversary year, entitlements shall be calculated upon the average number of ordinary hours worked during the anniversary year

(exclusive of public holidays) where any such meat team member has been in the continuous service of the Company during the whole of preceding twelve (12) months.

28.2 Taking of Annual Leave

Annual leave shall be taken at a time mutually agreed upon by the Company and the meat team member, and in the absence of agreement at a time fixed by the Company.

Annual leave shall be taken in a continuous period, or in the event of an agreement between the Company and a meat team member, in up to four separate periods. Provided that the meat team member may apply to take up to one (1) weeks annual leave per year, in single days.

Payments of annual leave, including single days, shall be paid in accordance with Clause 28.4 - Payment of Annual Leave.

Where a meat team member has accrued annual leave in excess of eight (8) weeks, the Company may direct the meat team member to take an amount of annual leave up to or equal to twenty-five per cent (25%) of their total annual leave entitlement.

28.3 Pro rata Annual Leave on Termination

Should a meat team member not complete twelve (12) months' service, the meat team member shall on the termination of employment, be entitled to payment of annual leave on a pro- rata basis.

Provided that meat team members (not being casual meat team members) shall not be entitled, under the provisions of this sub-clause, to payment of the seventeen and a half per cent (17.5%) loading prescribed by sub-clause 28.6 hereof, except where a meat team member resigns on account of some pressing domestic necessity or retires because of age or debility, or where their services are terminated by the Company for a reason other than malingering, inefficiency, neglect of duty or misconduct.

28.4 Payment of Annual Leave

Before a meat team member proceeds on annual leave, the meat team member shall be paid any monies then due in respect of the annual leave being taken or which may accrue during the period of leave.

Such payments will include Penalties for Certain Ordinary Hours prescribed in Clause 16.

28.5 Payment in Lieu of Annual leave and Other Employment during Annual Leave

Payment in lieu of Annual Leave shall not be made by the Company and not accepted by a meat team member except in accordance with all requirements of this clause.

28.6 Annual Leave Loading

During a period of Annual Leave a weekly meat team member shall receive a loading of seventeen and a half per cent (17.5%), provided that such loading shall be calculated on the appropriate weekly rates of pay prescribed in Clause 11 of this Agreement or shift allowance, whichever is greater.

28.7 Annual Leave and Public Holidays/Other Periods of Leave

If the period during which a meat team member takes Annual Leave includes a public holiday or a period of any other paid leave (other than unpaid parental leave), the meat team member is taken not to be on paid annual leave for the public holidays or the period of that other leave or absence. The public holiday or other leave will be taken in accordance with the applicable leave provisions in this Agreement.

28.8 Cashing out of Annual Leave

The Company may, at the request of the meat team member, pay to the meat team member an amount equal to the meat team member's ordinary rate of pay inclusive of leave loading and any applicable penalties up to a maximum of two (2) weeks per annum for a full time meat team member or a pro rata amount for a part time meat team member in lieu of taking annual leave.

Where a meat team member elects to receive a payment in lieu of taking annual leave, their annual leave entitlement shall be reduced by the quantum of the annual leave payment providing that 4 weeks accrued entitlement remains after the cashing out.

Payment in lieu of taking annual leave in accordance with this sub-clause will only be made if a meat team member makes the election in writing and the Company authorises the election.

29 – LONG SERVICE LEAVE

29.1 A.C.T.

In A.C.T. for Long Service Leave - see Long Service Leave Ordinance, 1976 as amended.

29.2 N.S.W.

In N.S.W. for Long Service Leave - see Long Service Leave Act, 1955 as amended.

30 – PARENTAL LEAVE

Refer to Appendix B

31 - PRENATAL LEAVE

31.1 Period of leave and eligibility

(a) Pregnant meat team members

A full-time or part-time meat team member who is pregnant may access Sick Leave for the purpose of attending medical appointments associated with the pregnancy.

(b) Meat team members whose partner is pregnant

A full-time or part-time meat team member may access Carer's Leave for the purpose of attending medical appointments with their pregnant partner.

31.2 Proof of absence

Proof of attendance may be required to be provided to the Company, as per the relevant leave provision i.e. Clause 23 (Sick Leave) or Clause 32 (Carers Leave).

31.3 Notice required

- (a) Where possible, meat team members should arrange appointments as close as possible to the beginning or ending of their ordinary working hours.
- (b) The meat team member is to provide reasonable notice to the Company of their requirement to take Pre Natal Leave.
- (c) Sick Leave will be deducted from the meat team member's accrued entitlement based on the actual time taken to attend each appointment.

32 – CARERS LEAVE

32.1 Carer's Leave

Carer's Leave is for the purpose of meeting caring responsibilities as outlined in this clause.

32.2 Paid Carer's Leave

A permanent meat team member, other than a casual, is entitled to use their accrued sick leave entitlement (refer to Clause 23) in circumstances where the meat team member cannot attend work as rostered due to the need to provide care or support to a member of the meat team member's immediate family, or a member of the meat team member's household:-

- (i) who requires care or support due to a personal illness, or injury, of the family or household member; or
- (ii) who requires care or support due to an unexpected emergency affecting the family or household member.

Where on any occasion a meat team member takes less than an entire shift, their carer's leave entitlement shall be reduced on a pro-rata basis.

32.3 Annual paid carer's leave

Where a meat team member has taken seventy-six (76) hours paid carer's leave (pro rata amount for part time meat team members) in each anniversary year, an additional 7.6 hours paid carer's leave may be accessed. This leave is not deducted from the meat team member's accrued sick leave and is not available for the use of sick leave. This leave for each anniversary year will stand alone and not be cumulative.

32.4 Unpaid Carer's Leave

32.4.1 Subject to sub-clause 32.4.3, a meat team member (including a casual meat team member) is entitled to a period of up to two (2) days unpaid carer's leave for each occasion that a member of the meat team member's immediate family or household require care and support due to being ill, injured or affected by an unexpected emergency.

32.4.2. A permanent meat team member is only entitled to unpaid carer's leave once their annual paid carer's leave in accordance with sub-clause 32.3 has been used.

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- 32.4.3 Only 1 day of unpaid carer's leave is available in conjunction with leave accessed under sub-clause 32.3.

32.5 Notification and Documentation Requirements

The meat team member shall, wherever practicable, give the Company notice prior to the absence of the intention to take carer's leave, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the meat team member to give prior notice of absence, the meat team member shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

A meat team member shall provide to the Company, upon request:

- (a) if the care or support is required because of personal illness or injury a medical certificate from a registered health practitioner or a statutory declaration made by the meat team member: or
- (b) If the care or support is required because of an unexpected emergency a statutory declaration.

32.6 Immediate Family Member

For the purposes of this clause immediate family member is defined as a spouse (including former, de facto and a former de facto spouse), child, parent, step parent, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law of the meat team member.

32.7 Payment

Payment whilst on paid carer's leave will be at the meat team member's ordinary time earnings for the hours normally rostered to work including any applicable penalties.

32.8 Annual Leave

- (a) A meat team member may elect, with the consent of the Company, to take annual leave in single day periods not exceeding five (5) days in any calendar year at a time or times agreed between them.
- (b) Access to annual leave, as prescribed in sub-clause (a) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (c) A meat team member and Company 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.

32.9 Time Off in Lieu of Payment for Overtime

- (a) A meat team member may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.
- (b) Overtime taken as time off during ordinary time hours shall be credited at the appropriate overtime rate in accordance with Clause 18.

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- (c) The Company shall, if requested by a meat team member, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked under sub-clause (a) where such time has not been taken within four (4) weeks of accrual.

32.10 Make-up Time

A meat team member may elect, with the consent of the Company, to work 'make-up time', under which the meat team member takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

For example: a meat team member may take three (3) hours off during their rostered shift on a Monday for personal reasons, by agreement with their manager, but will work an additional three (3) hours that week to make up the time. Their pay would not vary in that week providing that all three (3) hours are then worked as ordinary hours in accordance with Clause 15 - Rostering Principles. Regard should also be had for clauses elsewhere in this Agreement which deal with meal breaks, rest pauses, meal allowances and overtime.

33 – DOMESTIC VIOLENCE LEAVE

33.1 Domestic Violence Leave

The purpose of this clause is to provide meat team members who are impacted by domestic violence in their personal life with access to leave and other working arrangements (as specified in sub-clause 33.2) in addition to entitlements which they are already able to access, to assist them with attending medical appointments, legal proceedings and other activities related to domestic violence.

33.2 Entitlement

A meat team member who is experiencing domestic violence may access the following types of leave or make changes to their working arrangements by:

- (a) entering into a flexible working arrangement (Clause 15.9) without the need for their child to be under school age;
- (b) entering into an individual flexibility agreement (Clause 3.5);
- (c) accessing carer's leave for a purpose related to domestic violence but which is not specified in the carer's leave clause (Clause 31);
- (d) accessing unpaid leave of absence (Clause 25).

33.3 Evidence

Proof of violence may be required from the Police Service, a Court, a Doctor, district nurse, maternal and child health care nurse, a Family Violence Support Lawyer, Lawyer or any other reasonable form of evidence.

34 – TRAVELLING TIME, EXPENSES & ALLOWANCES

34.1 Travelling Time & Expenses

If a meat team member is temporarily transferred from one store to another at the request of the Company the meat team member shall be allowed any extra cost of travelling and shall be paid at ordinary rates for any excess time occupied in travelling.

34.2 Kilometre Allowance

Where a meat team member occasionally uses the meat team member's car by agreement with the Company, on the Company's business, the meat team member shall be paid the following allowance:

Effective from the first full pay period on or after:	Vehicles of up to 2000cc	Vehicles of over 2000cc
Date of Positive Vote	\$0.70/km	\$0.76/km
15 March 2010	\$0.72/km	\$0.79/km
15 March 2011	\$0.75/km	\$0.81/km

34.3 Casual meat team members

Where a casual meat team member is directed by the Company to another store in substitution of a regular engagement and accepts such an offer, the meat team member shall be entitled to the above mentioned kilometre allowance.

Where a casual meat team member volunteers and is offered additional engagement at another store and accepts such an offer, the meat team member shall not be entitled to the above mentioned kilometre allowance.

34.4 Travel Between Stores/Store Transfers

- (a) The Company shall have the ability to move meat team members without payment of a travelling allowance/time as referred to in Clause 34.1 and 34.2 to alternative surrounding stores where there will be no additional travel time or cost for the meat team member in travelling to and from the new store.
- (b) The ability to move meat team members to alternative stores under this clause shall only be utilised where the business is impacted by refurbishment programs, or a significant downturn in trade and as an alternative to making positions redundant or reducing hours.
- (c) In the event that a meat team member has been moved to another store in accordance with this sub-clause and the meat team member's former store subsequently converts to Retail Ready Meat store Appendix A of this Agreement shall continue to apply to that meat team member.

34.5 Department Manager/Meat Team Leader Transfers

- (a) Where a store is scheduled to undergo refurbishment and the department will convert from a full Retail Ready Meat (RRM) department to an In Store Manufacturing (ISM) department, to align trade qualifications with the ISM department, a Department Manager/Meat Team Leader may be transferred to another store providing there is no additional travel time or cost.
- (b) Following a final decision to convert a Meat Department under sub-clause (a), the Union (AMIEU) shall be advised with sufficient notice as will all impacted meat team members.

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- (c) Prior to any transfer into or out of the store occurring, discussions (with the preference to reaching agreement) will be held with the Department Manager/Meat Team Leader to explain the reason for the transfer and to discuss the Department Manager/Meat Team Leader's personal circumstances (including but, not limited to, family responsibilities) and other matters relating to the transfer such as the date of transfer, the rate of pay, the Department Manager/Meat Team Leader's technical skills and other conditions so that the Department Manager/Meat Team Leader is not financially disadvantaged.
 - (d) Where a trades qualified Department Manager/Meat Team Leader has not practiced the trade for an extended period of time, the Company will develop, in conjunction with the Department Manager/Meat Team Leader, a technical skills re-orientation plan for the sole purpose of assisting the Department Manager/Meat Team Leader with adjusting to the new role.
 - (e) Where agreement has not been reached, either party may invoke the dispute resolution process in Clause 40 of this Agreement, during which time the status quo will remain. Prior to taking an unresolved matter to Fair Work Australia, discussion shall be held with the Branch Secretary or nominee.

34.6 Transfer of Meat Team Members - Workers Compensation and Equal Opportunity Matters

A meat team member may be transferred to another store to:

- (a) meet the Company's workplace safety obligations under the relevant workers compensation and occupational health and safety legislation (where suitable duties are not available at the team member's current store) or;
- (b) address concerns arising out of an EEO matter (where meat team members cannot practicably continue to work together).

Where the transfer under part a) above is on a temporary basis then the meat team member may return to their original store at a later date if the store is able to accommodate the meat team member's suitable duties or the meat team member no longer has suitable duties.

If the transfer is on a temporary basis then travel time/allowance in clause 32.2 will apply (where applicable). All other opportunities available within the store will be considered before a meat team member is transferred to another store under this clause. The Company shall not unreasonably apply this clause.

34.7 Relief Butchers

The provisions of Clause 34 will only apply to a Relief Butchers in accordance with sub-clauses 5.11 (e) and 5.11 (f).

35 – DRESS AND PROTECTIVE CLOTHING

35.1 Code of Dress

- (a) The Company, having regard to the nature of the industry, the work to be performed and comfort of the meat team member, shall have the right to determine a code of dress for meat team members.

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- (b) When at work meat team members shall be dressed in a neat, tidy and businesslike manner at all times in accordance with the Company's code of dress.

35.2 Personal Protective Equipment

Personal Protective Equipment (PPE) (i.e. cap, coat, overall or other personal protective equipment) will be issued by the Company and must be worn by the meat team members. PPE items shall be laundered by the Company at the Company's expense. The Company will provide training in appropriate use of personal protective equipment. In the event a meat team member fails to wear the personal protective equipment they will be counselled as per Company procedure.

Personal Protective Equipment subject to wear and tear through normal use will be repaired and/or replaced at Company expense. Personal Protective Equipment which is intentionally or recklessly tampered with will be replaced at the meat team member's expense.

36 – FACILITIES

36.1 First Aid Outfit

The Company shall provide a first aid outfit which shall be under the control of the manager or other appointed person.

36.2 Lockers

Where practicable, the Company shall provide locker accommodation for each meat team member. Lockers, where provided shall be maintained in good working order.

36.3 Dining Accommodation

Where practicable, the Company shall provide a room containing adequate seating accommodation with a sufficient supply of hot water to allow meat team members to partake of meals during their meal & rest breaks.

36.4 Posting of Agreement

An up to date copy of the Agreement shall be posted and maintained in a prominent place accessible to all Meat Department meat team members.

37 – NOTATIONS

37.1 Workers' Compensation

Workers' Compensation as per the appropriate NSW or ACT Legislation.

All meat team members shall be entitled to the provision of rehabilitation for a work related injury. This will entail an early possible intervention and an early appropriate return to work. The Company undertakes to consult with meat team members and, where applicable, their union representative to ensure that the Company's rehabilitation program operates effectively.

37.2 Transport

The Company shall supply, when required, reasonable transport to any injured meat team member without cost to the meat team member.

37.3 Training Courses and Fees

A meat team member who attends an appropriate training course at a technical college at the request of the Company shall be reimbursed at the successful completion of the course, the fees for such course.

38 – SUPERANNUATION

38.1 Superannuation for meat team members employed under this Agreement shall be governed by the provisions of the Superannuation Guarantee (Administration) Act 1992 (as amended) and the applicable regulations provided that:

38.1.1 All superannuation entitlements shall be directed on a monthly basis to the Meat Industry Employees' Superannuation Fund (MIESF) or Retail Employees' Superannuation Trust (REST); and

38.1.2 for the purposes of superannuation in this clause, ordinary time earnings shall be accordance with the following definition.

"Ordinary time earnings" includes the classification rate; over award and/or merit payment; casual loadings, penalty rates, shift loadings and work related allowances that form part of the weekly rate of pay (for example supervisory allowances).

"Ordinary time earnings" does not include overtime, commission, occasional bonus payments and payment made to reimburse expenses (for example tea money, uniform allowance);

38.2 All new meat team members will be given an application form for the MIESF and for REST and any information booklet supplied by MIESF and REST at the Company's meat team member induction.

38.3 Meat team members engaged prior to the certification of this Agreement who are enrolled in an existing industry superannuation fund other than those specified in sub- clause 38.1.1 can continue to be members of that fund, and shall have contributions paid into that fund.

39 – ABILITY TO SALARY SACRIFICE BY COMPANY AUTHORISATION

39.1 Objectives of Clause

(i) This clause provides for a meat team member to request an alternative system for the payment of wages. It is intended that the flexibility provided by this clause will be of benefit to meat team members without imposing additional costs on the Company.

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- (ii) Meat team members will be able to participate in a salary sacrifice program in relation to superannuation or any other benefit agreed to by the Company. Meat team members are not obliged to participate in this program.

39.2 Flexible Remuneration

- (i) A meat team member may, by mutual agreement with the Company:
 - participate in a salary sacrifice program in relation to superannuation or any other benefit agreed to by the Company; and
 - request to receive wages payable in accordance with this Agreement, minus the amount diverted into contributions under this program.
- (ii) A meat team member whose request is accepted by the Company, will receive the benefit and wages prescribed under this clause in lieu of wages and other amounts payable under this Agreement.
- (iii) Any request under 39.2(i) above will be in the form prescribed by the Company.
- (iv) A meat team member who takes any paid leave shall receive the benefit and wages prescribed under this clause in lieu of wages and other amounts payable under this Agreement.
- (v) Any other Agreement payment, including termination payments, calculated by reference to the meat team members wages as provided in this Agreement will be calculated by reference to the total of wages and benefits provided in Clause 11 Wages unless this clause specifically provides otherwise.
- (vi) Each meat team member participating in benefits available under this clause shall receive written confirmation of relevant information including the post arrangement gross wage rates, net wage rates and any other payment that may be affected by the arrangement.
- (vii) Written confirmation as specified in sub-clause 39.2(vi) above shall be provided upon any adjustment to pre-arrangement wage rates under this Agreement or reclassification.
- (viii) For all other purposes, after taking into account the deductions made pursuant to sub-clause 39.2(i) above a meat team member shall not receive less than the rate specified in Clause 11 Wages, of this Agreement for the relevant classification for the meat team member.

39.3 Changes to Flexible Remuneration

- (i) The Company may amend the provisions of benefits under the program covered by this clause in the event of changes in State or Federal legislation.
- (ii) In the event that amendment to these remuneration arrangements is to be implemented, the Company will provide meat team members with notice of not less than two (2) months unless the amendments arise from circumstances outside the Company's control, in which case, a shorter notice period may apply.

39.4 Contributions

- (i) A meat team member may choose to vary the amount of their contribution at three (3) monthly intervals.

40 – SETTLEMENT OF DISPUTES

40.1 Defined Terms

In this clause (Clause 40) and Appendix C:

- 40.1.1 “Party” means the Company or a meat team member or meat team members involved in the dispute and “Parties” means both or all of them;
- 40.1.2 “Dispute” means any matter concerning the application of the terms of the Agreement (not merely whether the Agreement applies at all) or matters arising from the Agreement or matters arising at the workplace which pertain to the employment relationship but does not include a matter or claim that:
 - (a) would constitute an additional claim pursuant to Clause 13 or;
 - (b) relates to matters in respect of which a meat team member (or former meat team member) has an immediate right to make a legal claim pursuant to legislation pertaining to termination of employment or;
 - (c) relates solely to a meat team member’s immediate right to make a legal claim pursuant to legislation pertaining to equal opportunity or unlawful discrimination complaints.
- 40.1.3 “Meat Team Member Representative” means another team member from the same work location or, if relevant, a representative of a Union who is party to this Agreement.

40.2 Dispute Resolution Procedure

The following procedure for the avoidance or resolution of disputes between the Company and meat team members covered by this Agreement shall apply.

- 40.2.1 In the first instance, the dispute shall, wherever possible, be discussed by the affected meat team member and the manager at the store concerned, with the joint intent of achieving a satisfactory outcome.
- 40.2.2 If the dispute remains unresolved, an appropriate representative of the Company, will assist in resolving the dispute. The meat team member may appoint a Meat Team Member Representative to represent the meat team member in relation to the dispute.
- 40.2.3 Should the dispute still remain unresolved, a senior representative of the Company or another suitably authorised representative of the Company must become involved. The meat team member and/or their Meat Team Member Representative shall meet as required with the Company representative.

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- 40.2.4 Until the dispute is resolved, but subject to sub-clause 40.2.7, all work shall continue in accordance with the practices existing prior to the matter in dispute arising, or other agreed arrangements. No Party shall be prejudiced as to the final settlement by the continuance or deferment of the work in accordance with this sub-clause.
- 40.2.5 Clause 40.2.4 is subject to the Company's responsibility to provide a safe and healthy working environment.
- 40.2.6 If after the steps in sub-clauses 40.2.1 to 40.2.4 have been followed and, subject to sub-clause 40.2.7, the dispute (or part of it) is still unresolved after having followed all of the above steps, a Party may refer the dispute to Fair Work Australia for resolution through conciliation in the first instance. If the dispute cannot be resolved by conciliation the dispute may then proceed to arbitration by FWA. An arbitrated decision of FWA may be the subject of an appeal by leave of a Full Bench of FWA in accordance with sub-clause 1.6 of Appendix C.
- 40.2.7 A dispute may also be referred to FWA for conciliation and arbitration in accordance with clause 40.2.6 by agreement between the Parties even if the relevant dispute (or part of it) has not progressed through the steps outlined in clauses 40.2.1 to 40.2.4.
- 40.2.8 Appendix C sets out the powers and functions exercisable by FWA in dealing with a dispute by conciliation, arbitration and on appeal. Appendix C also sets out various procedural matters which must be followed by the Parties in relation to a dispute (or a part of it) referred to FWA.

40.3 Conduct of the Parties

40.3.1 In order to facilitate this dispute resolution procedure:

- (a) the Party with the dispute must notify the other Party at the earliest opportunity of the problem;
- (b) throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and
- (c) sensible time limits must be allowed for completion of the various stages of discussion, however, the Parties must co-operate to ensure that the dispute resolution procedure is carried out as quickly as possible.

40.3.2 The Parties will:

- (a) if FWA makes an arbitrated decision and an appeal is not lodged under sub-clause 1.6.1 of Appendix C abide by and give full effect to the arbitration decision; and
- (b) if an appeal is lodged under sub-clause 1.6.1 of Appendix C, abide by and give full effect to the decision of the Full Bench of FWA in determining the appeal.

41 – ACHIEVING COMPANY STANDARDS

Meat team members will be required to meet Company standards on all occasions. This will include the Company standards regarding job performance, emergency procedures, document

security, honesty, sexual harassment, racial discrimination/vilification, workplace health and safety and a smoke-free workplace.

42 – EMERGENCY SERVICES LEAVE

Full time and part time meat team members involved in recognised voluntary services including SES, St John Ambulance (in emergency situations only. This does include activities such as planned Sporting, Entertainment or other Recreational events) and Fire Fighting shall be entitled to paid time off at ordinary time rates to attend to emergency situations.

It shall be the responsibility of the meat team member to keep the Company informed about the time off needed to attend emergency duties.

To receive payment, a meat team member shall provide the Company proof of attendance to the emergency situation.

Paid time off for attendance at emergencies in the local area shall not be unreasonably restricted nor accessed.

Paid time off for emergencies that are not local shall be limited to two (2) days but may be increased depending upon the nature of the emergency, e.g. major bushfires.

43 – DEFENCE FORCE SERVICE LEAVE

43.1 A full-time or part-time meat team member shall be allowed leave to attend Defence Forces Reserve approved training camps.

43.2 During such leave full-time or part-time meat team members who are required to attend full-time training shall be paid an amount equal to the difference between the payment received in respect of their attendance at the camp and the amount of ordinary time earnings they would have received for working ordinary time during that period.

43.3 To receive payment, a meat team member shall provide to the Company proof of attendance and proof of Defence Forces Reserve rate of pay and total payment received for the time spent in training.

43.4 Meat team members seeking to take Reserve Forces Leave must provide notice to the Company at least one (1) month prior to the period of training. The notice should detail the start and finish dates for training.

43.5 Weekly earnings for the purpose of this clause shall be at the rate including penalties, but excluding overtime the team member would have received had that person been at work.

44 – WORKPLACE HEALTH AND SAFETY

44.1 Objective

The Company, meat team members and the Union are committed to achieving and maintaining healthy and safe working conditions in all Company workplaces. This goal can best be achieved by developing a comprehensive approach to managing health, safety and welfare with joint

involvement of management, meat team members, Store Workplace Health and Safety Representatives and the Union.

This approach will have the following objectives:

- (a) to control and where possible eliminate workplace hazards at their source,
- (b) to reduce the incidence and costs of occupational injury and disease,
- (c) to provide a workplace rehabilitation system for workers affected by workplace injury or illness.

44.2 Consultation

To ensure that there is meaningful and effective consultation with meat team members about matters that may affect their health, safety and welfare, a consultative process will be established and maintained.

These consultative processes will ensure that:

- (a) relevant health, safety and welfare information is shared with meat team members;
- (b) meat team members are given the opportunity to express their views and contribute to the resolution of health, safety and welfare issues in their workplace;
- (c) meat team members' views are valued and taken into account.

The process will be facilitated by:

- (a) Store Workplace Health and Safety Representatives of the meat team members concerned;
- (b) Store Safety Teams consisting of equal representation of management and meat team members; and
- (c) A quarterly meeting will be held by the Federal Secretary, AMIEU, and General Manager Workplace Health and Safety, Coles Division, or their authorised representatives, to discuss state-wide issues in the workplace which affect health and safety.

The meat team members agree that they have been consulted about this consultation process and that they agree with the consultation process.

44.3 Workplace Health and Safety Training

The Company and the Union are committed to enabling all meat team members to receive appropriate workplace health and safety training.

Store Workplace Health and Safety Representatives and members of the Store Safety Teams will be given paid leave to attend appropriate workplace health and safety training courses as stipulated in state legislation, and/or as approved by the Company.

Where an issue arises regarding attendance at training programs, this will be resolved by taking the matter through the Settlement of Disputes procedure in Clause 40 of this Agreement.

The Company will provide induction and on-the-job training to all meat team members. This will include training on the Company's workplace health and safety policy, particular hazards associated with the job, control measures applicable to these hazards and procedures for reporting and preventing hazards in the workplace.

44.4 Workplace Rehabilitation

The Company will establish a process for the workplace rehabilitation of meat team members affected by workplace injury and illness which aims to return these meat team members to their pre-injury status within the community, their families and employment.

Workplace Rehabilitation incorporates medical treatment and a multi-disciplinary range of skills necessary in the management of an injury or illness. This process will include early intervention with appropriate, adequate and timely services based on needs assessed by the treating doctor, other health professionals and/or Rehabilitation Co-ordinator as agreed with the meat team member.

The process will be managed in a consultative framework including the injured team member, treating doctor, Company, the rehabilitation provider, where appropriate, and as requested by the meat team member, the Union.

44.5 Change to Equipment or Work Practices

Where any proposed changes to equipment, substances or work practices may reasonably be expected to affect meat team member health, safety and welfare, the Company will consult with:

- (a) the meat team members concerned;
- (b) the Store Workplace Health Safety Representatives of the meat team members concerned; and
- (c) the Store Safety Team established in the workplace;

to identify and resolve potential health and safety problems. Change will not occur until identified risks are controlled.

Where the issue is beyond store control and/or affects stores on a state wide or national basis, these matters will be managed at a national or state level, rather than store specific, in the form of a pilot or trial. The Union will also be notified. State implementation of changes will not occur until identified risks are controlled.

As far as practicable consideration will be given to the health, safety and welfare implications of store design and purchasing of equipment.

44.6 Renovations

- (a) As soon as practicable after a decision is made to renovate a store, the Company will notify:
 - (i) the Store Workplace Health and Safety Representative;
 - (ii) the Store Safety Team; and
 - (iii) the meat team members affected.

Where the renovations may reasonably be expected to affect the health, safety and welfare of meat team members, the AMIEU will also be notified.

- (b) The Company will take appropriate action to minimise or where possible eliminate any risks to meat team member health, safety and welfare during renovations. Meat team members will co-operate with Company directions during renovations to minimise risks within the workplace.
- (c) Where an issue or disagreement arises regarding the renovations, such issue or disagreement will be resolved by taking the matter through the Settlement of Disputes procedure at Clause 40 of this Agreement.

44.7 Application of State Laws

Nothing in this clause must operate to remove, lessen, diminish, ameliorate or otherwise effect in any way whatsoever:

- (a) the Company's, the team member's, or the Union's obligations and duties under any applicable law relating to workplace health, safety and welfare; or
- (b) the rights and duties of any persons or authority who has any power relating to the monitoring, implementation, inspection, enforcement or prosecution of any matter arising under such laws; or
- (c) the operation and application of such laws.

44.8 Risk Identification, Assessment And Control

The Company must take all practicable steps to ensure all hazards likely to cause injury or illness in the workplace are identified and assessed. The Company will do this through store hazard inspections, accident investigations, state-based and national collection and analysis of accident statistics.

All meat team members must take all practicable steps to identify and report hazards to Management.

The hazards identified will be assessed and controlled in the following manner:

- (a) The Store Manager will ensure that risks are assessed and control measures developed and implemented in consultation with;
 - (i) the meat team members concerned;
 - (ii) the Store Workplace Health and Safety Representatives for the meat team members concerned; and
 - (iii) the Store Safety Team established in the workplace.
- (b) Where the issue is beyond store control and/or affects stores on a state wide or national basis, the risk assessment process will be coordinated by the Company's State or National Office with input sought from meat team members and where appropriate the Union, to formulate and implement agreed control measures.

APPENDIX A – RETAIL READY MEAT

REDUNDANCIES RESULTING FROM THE INTRODUCTION OF RETAIL READY MEAT (RRM) ONLY.

The terms and conditions outlined in this Appendix shall apply to Coles Supermarkets and Bi-Lo in the event of a meat team member's position becoming redundant as a result of the introduction of Retail Ready Meat into a store. If a meat team member's position was to become redundant for any reason other than as a result of the introduction of Retail Ready Meat then the provisions of this Appendix shall not apply and the provisions of Clause 9 and sub-clauses 10.1 to 10.10 of this Agreement shall apply.

1. Full Retail Ready Meat Introduction into a Store

- 1.1 Meat team members can access a voluntary redundancy on the basis of severance pay scale outlined in sub-clause 3 of this appendix providing there is not a vacant position in an alternate non-RRM store and providing the additional travel to this store does not exceed thirty (30) minutes from their home each way. Additional travel to a vacant position in an alternate non-RRM store may exceed thirty (30) minutes from the meat team member's home each way by mutual agreement. Where agreement is reached, there shall be no additional travel payments.

The alternate non-RRM store referred in this sub-clause to which meat team members may be redeployed may be either a Coles store or a Bi-Lo store.

- 1.2 However, in the event there is not an alternate role within a surrounding store, meat team members falling in this category will be required (subject to a position being available) to work in the either:

1.2.1 The Meat Manager role or Meat Cabinet Attendant role in the converted RRM Meat Department; or

1.2.2 As a Service Assistant or any other position in any department within the Supermarket or a surrounding Supermarket (subject to the travel requirements as referred to in clause 1.1 of this Appendix). The terms and conditions of employment that will apply shall be those contained in the Coles Supermarkets (Australia) Pty Ltd Retail Agreement 2005 or the Bi-Lo Pty Limited Retail Agreement 2005 (or their successor Agreements) subject to the savings as outlined in sub-clause 2.7 of this Appendix;

1.2.3 The ability to redeploy meat team members in accordance with sub-clause 1.2.2 shall apply to all affected meat team members including Butchers, Packers/Cabinet Attendants and Meat Department Manager/Meat Team Leader. Butchers and Meat Department Managers/Meat Team Leaders may be offered the option of trialling a position on a voluntary basis in accordance with sub-clause 1.2.2 above. Packers shall be required to trial such a role where applicable at the Company's discretion;

for a minimum trial period of three (3) months. This minimum trial period of three (3) months may be shortened by mutual agreement between the Company and the meat team member.

- 1.3 At the end of the three (3) month period they will have the choice to either leave their employment with a redundancy package as outlined in clause 2 of this Appendix or continue in that role. If the meat team member elects to remain in the role and chooses to leave at a later date, they will not be eligible to access the redundancy program.

2. Severance Pay Scale

Period of continuous service	Rate of Calculation of Severance Pay	
	Meat team members under 45	Meat team members 45 & over
Less than 1 year	Nil	Nil
1 year but less than 2 years	5 weeks' pay	6 weeks' pay
2 years but less than 3 years	8 weeks' pay	9.75 weeks' pay
3 years but less than 4 years	11 weeks' pay	13.5 weeks' pay
4 years but less than 5 years	13 weeks' pay	16 weeks' pay
5 years but less than 6 years	15 weeks' pay	18.5 weeks' pay
6 years but less than 7 years	18 weeks' pay	22 weeks' pay
7 years but less than 8 years	21 weeks' pay	25 weeks' pay
8 years but less than 9 years	24 weeks' pay	28 weeks' pay
9 years but less than 10 years	27 weeks' pay	31 weeks' pay
10 years but less than 11 years	30 weeks' pay	32 weeks' pay
11 years but less than 12 years	33 weeks' pay	33 weeks' pay
12 years but less than 13 years	36 weeks' pay	36 weeks' pay
13 years but less than 14 years	39 weeks' pay	39 weeks' pay
14 years but less than 15 years	42 weeks' pay	42 weeks' pay
15 years or more	45 weeks' pay	45 weeks' pay

- 2.1 In addition to the above, for meat team members with fifteen (15) or more years' service, the Company will pay the sum of \$1,100 for Butchers and \$800 for Packers for each five (5) year milestone at 20, 25, 30 years etc. Meat team members who have more than fifteen (15) years' service shall receive a proportional amount of the relevant milestone payment for any service between fifteen (15) and twenty (20) years, however a full milestone payment shall not be paid on the completion of fifteen (15) years of service. This payment for the milestones will be paid pro rata (ie, pay proportional amount of \$1,100.00/\$800.00 for service between the milestones) and will be uncapped. It will also be pro rata for part time meat team members.
- 2.2 The rate of pay will be the all purpose rate ie, including over award payments, penalties and allowance.
- 2.3 Annual leave loading will also be paid on annual leave including any accrued pro rata annual leave.
- 2.4 Long Service Leave will be paid in accordance with the NSW Long Service Leave Act 1955 ie, meat team members with more than 5 years' service will receive pro rata long service leave where the termination is due to a redundancy.
- 2.5 Casuals who have worked on a regular and systematic basis with Coles or Bi-Lo for more than twelve (12) months will also have the same option of redundancy as above.
- 2.6 Notice will be paid in lieu where meat team members remain with the Company until the date of conversion or the completion of the three (3) month trial period where applicable. The notice to be paid will be in accordance with Clause 5.7.2 of this Agreement.
- 2.7 Meat team members who are offered a position that may attract lower terms and conditions than those contained in this Agreement will have their penalties and rostering principles preserved and

the rate of pay will be frozen until the applicable rate for their new position catches up with their preserved rate of pay.

3. Introduction of Partial Retail Ready Meat

In the event that the Company introduces a Partial Retail Ready Meat concept into a store, the Union and the Company agree to have discussions.

APPENDIX B – PARENTAL LEAVE

1.1 Application of Parental Leave

The provisions of this clause apply to full-time and part-time meat team members and eligible casual meat team members as per Clause 1.1.2 of this clause.

1.1.2 Definitions

- (a) **Maternity Leave** means Parental Leave taken by a female meat team member who is pregnant or the parent of a child.
- (b) **Paternity Leave** means Parental Leave taken by a male meat team member who is the parent of a child.
- (c) **Adoption Leave** means Parental Leave taken by a male or female meat team member on the adoption of a child.
- (d) **Eligible Casual** means a meat team member who is employed on a casual basis, who:
 - (i) Is employed on a regular and systematic basis for an ongoing period of employment for at least (twelve) 12 months immediately preceding when the meat team member proposes to proceed on Parental Leave; and
 - (ii) But for the pregnancy or the decision to adopt, has a reasonable expectation of ongoing employment on a regular and systematic basis; or
 - (iii) Was engaged by the Company on a regular and systematic basis for a sequence of periods during a period (the first period of employment of less than twelve (12) months); and
 - (iv) At the end of the first period of employment, the meat team member ceased, on the Company's initiative, to be so engaged by the Company; and
 - (v) The Company later again engaged the meat team member on a regular and systematic basis for a further sequence of periods during a period (the second period of employment that started not more than three (3) months after the end of the first period of employment; and
 - (vi) The combined length of the first period of employment and the second period of employment is at least twelve (12) months; and
 - (vii) The meat team member, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Company on a regular and systematic basis.
- (e) **Child** for the purposes of Maternity and Paternity Leave means a child of the meat team member under school age.
- (f) **Child** for the purposes of Adoption Leave means a person who:
 - (i) Is, or will be, under 16 as at the day of placement, or the expected day of placement; and
 - (ii) Has not, or will not have, lived continuously with the meat team member for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child, and
 - (iii) Is not (otherwise than because of the adoption) a child or step-child of the meat team member or the meat team member's spouse.

- (g) **Spouse** includes a former spouse, a de facto spouse or a former de facto spouse.
- (h) **Former position** means the position held by a meat team member immediately before proceeding on leave or part-time employment under this clause whichever first occurs or, in the case of a meat team member transferred to a safe job in accordance with sub-clause 1.6(f), the position the meat team member held immediately before such transfer. If such position no longer exists and there are other positions available for which the meat team member is qualified and the duties of which the meat team member is capable of performing, former position shall mean a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (i) **Continuous service** means service under an unbroken contract of employment and includes:
- (1) any period of leave taken in accordance with this clause;
 - (2) any period of part-time employment worked in accordance with this clause; or
 - (3) any period of leave or absence authorised by the Company or by the Agreement.

1.2 Entitlement

- 1.2.1 Parental leave is unpaid leave taken by full-time, part time and eligible casual meat team members (as defined) in relation to:
- (a) The birth of a child of the meat team member or their spouse; or
 - (b) The placement of a child with the meat team member for adoption.
- 1.2.2 To be eligible for Parental Leave, a meat team member must have at least twelve (12) months continuous service with the Company (as defined) immediately preceding the date upon which the meat team member proceeds on such leave.
- 1.2.3 The maximum entitlement to unpaid parental leave, on a shared basis, will be in accordance with the below table:

Meat Team Member Employment Status	Length of Continuous Service to be Completed	Maximum Entitlement
Full time and Part time	At least 6 months	26 weeks
Full time and Part time	At least 12 months	104 weeks
Eligible Casual (as defined)	At least 12 months	104 weeks

Additional unpaid leave may be considered by the Company upon application by the meat team member in accordance with Clause 25, Leave of Absence.

- 1.2.4 Parental Leave is to be available to only one (1) parent at a time, in a single unbroken period, except that both parents may simultaneously take an unbroken period of up to eight (8) weeks at the time of the birth or placement of the child.
- 1.2.5 Where a meat team member with more than twelve (12) months continuous service has originally applied for less than 52 weeks leave, the meat team member may extend their leave up to an aggregate of 52 weeks, once, by providing notice in writing to the Company at least four (4) weeks' prior to the end of the current leave period. The notice must include the new end date for leave. The period may be further lengthened by agreement between the Company and the meat team member.

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- 1.2.6 A meat team member with more than twelve (12) months continuous service may request in writing at least four (4) weeks ahead of the end of their current parental leave, to extend their period of unpaid parental leave for a further period of up to an additional 52 weeks (i.e. a total of up to 104 weeks of unpaid parental leave). The Company and the meat team member must confirm the arrangements for this additional leave no later than 4 weeks before the commencement of the additional leave.
- 1.2.7 A meat team member may shorten their period of leave by agreement with the Company, by giving not less than 4 weeks' notice in writing (or less by agreement with the Company).
- 1.2.8 In relation to adoption leave:
- (a) Where the placement of a child for adoption with a meat team member does not proceed or continue, the meat team member must notify the Company immediately and the Company will nominate a time, not exceeding 4 weeks from receipt of notification, for the meat team member's return to work.
 - (b) A meat team member seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The meat team member and the Company should agree on the length of the unpaid leave. Where agreement cannot be reached, the meat team member is entitled to take up to two (2) days unpaid leave. Where paid leave is available to the meat team member, the Company may require the meat team member to take such leave instead.

1.3 Notice and Evidence Requirements

- 1.3.1 A meat team member must provide notice to the Company in advance of the expected date of commencement of Parental Leave. The notice requirements are:
- (a) at least ten (10) weeks prior to the birth of a child a meat team member must provide to the Company:
 - i) a medical certificate from a registered medical practitioner stating:
 - that the meat team member is pregnant, and
 - the expected date of birth; or
 - the name of the meat team member's spouse; and
 - that she is pregnant; and
 - the expected date of birth, or the date on which the birth took place.
 - ii) written notification stating:
 - the dates on which the meat team member proposes to start or finish paternity or maternity leave; and
 - the particulars of the period of paternity or maternity leave sought or taken by the meat team member's spouse; and
 - in relation to paternity leave, that he will take that period of paternity leave to become the primary care-giver of a child (except as provided for in sub-clause 1.2.4); and
 - that for the period of maternity or paternity leave the meat team member will not engage in any conduct inconsistent with his or her contract of employment.
 - (b) at least four (4) weeks prior to the birth of a child a meat team member must provide to the Company written notification confirming the dates on which the meat team member proposes to start and finish paternity or maternity leave.

1.3.2 A meat team member must provide notice to the Company in advance of the expected date of commencement of adoption leave. The notice requirements are:

(a) At least ten (10) weeks prior to the birth of a child a meat team member must provide to the Company:

(i) written notification stating:

- in the meat team member is seeking adoption leave to become the primary care-giver of a child; and
- the particulars of the period of adoption leave sought or taken by the meat team member's spouse;
- that for the period of adoption leave the meat team member will not engage in any conduct inconsistent with his or her contract of employment;
- the expected date of adoption; and
- the dates on which the meat team member proposes to start and finish adoption leave.

(b) At least four(4) weeks prior to the placement of a child a meat team member must provide to the Company written notification confirming the dates on which the meat team member proposed to start and finish adoption leave.

1.3.3 A meat team member will not be in breach of this clause if failure to give the required period of notice because it is not practicable for the meat team member to do so (e.g. the birth of the child occurring earlier than the expected date).

1.4 When parental leave must start

1.4.1 In relation to Maternity Leave, the period of leave must not start later than the date of the birth of the child.

1.4.2 In relation to Adoption Leave, the period of leave must start on the day of placement of the child.

1.4.3 Despite the above, the period of leave may start at any time within 12 months after the date of birth or placement of the child if:

(a) The meat team member has a spouse or de facto partner who is not an employee; and

(b) The spouse or de factor partner is responsible for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

1.5 Work within 6 weeks of the expected date of birth

1.5.1 Where a meat team member who is pregnant, continues to work within the 6 week period immediately prior to the expected date of birth, the Company may require the meat team member to provide a medical certificate stating that she is fit to work her normal duties.

1.5.2 Such medical certificate may contain a statement of whether the meat team member is fit for work and if the meat team member is fit for work, a statement of whether it is inadvisable for the meat team member to continue in her present position for a stated period because of:

(a) illness, or risks arising out of the pregnancy; or

(b) hazards connected with the position.

1.5.3 The Company may require the meat team member to start a continuous period of unpaid maternity leave as soon as reasonably practicable, if the meat team member:

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- (a) does not give the Company the requested certificate within 7 days after the request; or
 - (b) within 7 days after the request for the certificate, gives the Company a medical certificate stating that the meat team member is unfit for work.

1.6 Transfer to a safe job

- 1.6.1 Where a meat team member is pregnant and, in the opinion of a registered medical practitioner, the meat team member is fit for work but illness or risks arising out of the pregnancy or hazards connected with that position make it inadvisable for the meat team member to continue in her present position, the meat team member will, be transferred to a safe job at the meat team member's ordinary time earnings including any applicable loadings, allowances, overtime or penalties with no other change to the meat team member's terms and conditions of employment.
- 1.6.2 If there is no appropriate safe job available, the meat team member may take a period of paid leave ('no-safe job leave') immediately in accordance with the following:
 - (a) such leave is in addition to any other leave entitlement the meat team member has; and;
 - (b) is taken at the ordinary time earnings for their ordinary hours of work; and
 - (c) No safe job leave ends at the earliest of whichever the following times is applicable:
 - (i) the end of the period stated in the medical certificate;
 - (ii) if the meat team member's pregnancy results in the birth of a living child-the end of the day before the date of birth;
 - (iii) if the meat team member's pregnancy ends otherwise than with the birth of a living child-the end of the day before the end of the pregnancy.

1.7 Special Maternity Leave

- 1.7.1 Where a team member has been 12 weeks pregnant or more and the pregnancy ends other than by the birth of a living child, the meat team member may take unpaid Special Maternity Leave and Sick Leave of such periods as a registered medical practitioner certifies is necessary.
- 1.7.2 Where a meat team member is suffering from an illness not related to the direct consequences of the birth, a meat team member may take any paid Sick Leave to which she is entitled in lieu of, or in addition to, Special Maternity Leave.
- 1.7.3 Where a meat team member has not commenced Parental Leave suffers illness related to her pregnancy, she may take any paid Sick Leave to which she is then entitled and such further unpaid Special Maternity Leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid Sick Leave, Special Maternity Leave and Parental Leave, including Parental Leave taken by a spouse, may not exceed the total quantum of leave the meat team member is entitled to take in sub-clause 1.2.3.

1.8 Parental leave and other entitlements

- (i) A meat team member is not prevented from taking paid Annual Leave or Long Service Leave whilst he or she is taking unpaid parental leave. This is provided that the total amount of leave must not exceed the total quantum of leave the meat team member is entitled to take under sub-clause 1.2.3 of this Appendix.

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- (ii) Other paid leave, such as Sick/Carer's Leave and Compassionate Leave, shall not be available to a meat team member during unpaid Parental Leave.

1.9 Return to work after cancellation of Parental Leave

Where a meat team member has commenced Parental Leave and loses their child during the period of leave a meat team member may return to work at any time, as agreed between the Company and the meat team member provided that time does not exceed four (4) weeks from the recommencement date desired by the meat team member.

1.10 Returning to work after a period of Parental Leave

1.10.1 A meat team member will notify of their intention to return to work after a period of Parental Leave at least four (4) weeks prior to the expiration of the leave.

1.10.2 A meat team member will be entitled to the position that they held immediately before proceeding on unpaid Parental Leave. In the case of a meat team member transferred to a safe job pursuant to sub-clause 1.6(f), the meat team member will be entitled to return to the position they held immediately before such transfer.

1.10.3 Where such position no longer exists but there are other positions available that the meat team member is qualified for and is capable of performing, the meat team member will be entitled to a position as nearly comparable in status and pay to that of their former position.

1.10.4 The Company will consider the family responsibilities of the meat team member who is returning to work when considering the meat team member's roster.

1.10.5 In relation to an eligible casual:

- (a) On return from unpaid parental leave, the casual meat team member shall be engaged as a casual meat team member in accordance with clause 4.4, of the Agreement; and
- (b) Nothing in this clause shall operate to vary the nature of employment of the casual meat team member or affect the meat team member's rights or entitlements following return from unpaid parental leave in accordance with this clause.

1.11 Consultation with meat team members on unpaid parental leave

If a meat team member is on unpaid parental leave and the Company makes a decision that will have a significant effect on the status, pay or location of the meat team member's pre-parental leave position, the Company must take all reasonable steps to give the meat team member information about, and an opportunity to discuss, the effect of the decision on that position.

1.12 Part-time work

The following provisions apply to full-time and part-time meat team members only.

1.12.1 Entitlement

- (a) A meat team member may work part-time in one or more periods (or on a gradual basis) at any time from the date of birth of the child until the child's 2nd birthday or, in relation to adoption, from the date of placement of the child until the 2nd anniversary of the placement.

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- (b) A female meat team member may also work part-time in one (1) or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

Notwithstanding the above, a meat team member who is a parent of a child may request in writing for a change in working arrangements if the child is under school age or 16 years of age in the case of adoption. Such change is subject to the terms of clause 15.9 of this Agreement.

1.12.2 Return to former position

- (a) A meat team member who has had at least 12 months continuous service with the Company immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in (a) hereof shall prevent the Company from permitting the meat team member to return to his or her former position after a second or subsequent period of part-time employment.

1.12.3 Effect of part-time employment on continuous service

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

1.12.4 Pro rata entitlements

Subject to the provisions of this clause and the matters agreed to in accordance with paragraph (b) hereof, part-time employment shall be in accordance with the provisions of this Agreement that shall apply Pro rata.

1.12.5 Part-time work agreement

- (a) Before commencing a period of part-time employment under this clause the meat team member shall advise the Company:
- (i) that the meat team member wants to work part-time; and
 - (ii) upon the hours to be worked by the meat team member, the days upon which they will be worked and commencing times for the work; and
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part time employment.
- (b) The terms of this agreement may be varied by consent, or in accordance with the rostering principles contained in Clause 15, Rostering Principles.
- (c) The terms of this agreement or any variation to it shall be put in writing and retained by the Company. A copy of the agreement, and any variation to it, shall be provided to the meat team member by the Company.
- (d) The terms of this agreement shall apply to the part-time employment.

1.12.6 Termination of employment

The employment of a part-time meat team member under this clause may be terminated in accordance with the provisions of this Agreement but may not be terminated by the Company because the meat team member has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

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

1.12.7 Extension of hours of work

The Company may request, but not require, a meat team member working part-time under this clause to work outside or in excess of the meat team member's ordinary hours of duty provided for in accordance with paragraph (e) of this Appendix.

1.12.8 Nature of part-time work

Where possible, a meat team member returning to work part-time under this provision shall perform the work of his or her former position. Where this is not possible, the work shall be work otherwise performed under this Agreement.

1.12.9 Inconsistent Agreement provisions

A meat team member may work part-time under this clause irrespective of any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions prescribing a minimum or maximum number of hours a part-time meat team member can work.

1.13 Replacement meat team members

- 1.13.1 A replacement meat team member is a meat team member specifically engaged as a result of a meat team member working part-time under this clause.
- 1.13.2 A replacement meat team member may be employed part-time. Subject to this clause, sub-clauses 1.12.4, 1.12.5 and 1.12.6 and sub-clause 1.12.9 of this Appendix apply to the part-time employment of a replacement meat team member.
- 1.13.3 Before the Company engages a replacement meat team member under this clause, the Company shall inform the person of the temporary nature of the employment and of the rights of the meat team member who is being replaced.
- 1.13.4 Unbroken service as a replacement meat team member shall be treated as continuous service for the purposes of sub-clause 1.1.2.

APPENDIX C – DISPUTE RESOLUTION PROCESS

1 Conciliation and Arbitration

Representation

Once a dispute has been referred to FWA, any Party may be represented in proceedings before FWA by a legal practitioner. A meat team member may be represented in proceedings before FWA by a Meat Team Member Representative instead of a legal practitioner.

Conciliation

1.1 Conciliation process

1.1.1 If a dispute is referred for conciliation, FWA shall do everything that appears to it to be right and proper to assist the Parties to agree on terms for the settlement of the dispute. In doing so, FWA may make suggestions and conduct an initial assessment of the dispute.

1.1.2 The action that may be taken by FWA under this clause 1.1 includes, without limitation:

- (a) arranging conferences of the Parties presided over by FWA;
- (b) meeting or otherwise discussing the dispute with one or more of the Parties in order to conciliate the dispute;
- (c) arranging for the Parties to confer among themselves at conferences (with or without the presence of FWA);
- (d) making an interim recommendation or assessment in relation to all or any matters in dispute;
- (e) hearing submissions from the Parties as to the facts or issues pertaining to the dispute;
- (f) conducting the conciliation at any place;
- (g) adjourning the conciliation to any time and place;
- (h) correcting, amending, or waiving any error, defect or irregularity, whether in substance or form;
- (i) allowing the amendment, on such terms as it considers appropriate, of any application or other document relating to any proceeding; and
- (j) generally giving all direction and do all such things as are necessary or expedient for the speedy and just conciliation of the matter in dispute.

1.2 Completion of conciliation process

1.2.1 A conciliation proceeding before FWA shall be regarded as completed when:

- (a) the Parties have reached agreement for the settlement of the whole of the dispute; or
 - (b) whether or not the Parties have reached agreement for the settlement of part of the dispute:
 - (i) FWA is satisfied that there is no likelihood that, within a reasonable period, conciliation, or further conciliation, will result in agreement, or further agreement, by the Parties on terms for the settlement of the dispute or any matter in dispute;
- or

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- (ii) the Parties to the dispute have informed FWA that there is no likelihood of agreement, or further agreement, on the dispute and FWA does not have a substantial reason to refuse to regard the conciliation proceeding as completed.

Arbitration

1.3 Proceeding to Arbitration

- 1.3.1 When a conciliation proceeding before FWA in relation to a dispute is completed but the dispute has not been fully settled, FWA shall proceed to deal with the dispute, or the matters remaining in dispute, by arbitration.
- 1.3.2 In arbitration proceedings under this Agreement, unless all the Parties agree, evidence shall not be given, or statements made, that would disclose anything said or done in a conciliation proceeding under this Agreement (whether before FWA or at a conference arranged by FWA) in relation to the dispute that remains unsettled.

1.4 At Arbitration

- 1.4.1 In dealing with a dispute, FWA shall, where it appears practicable and appropriate, encourage the Parties to agree on procedures in respect of those arbitration proceedings by discussion and agreement.
- 1.4.2 If, in accordance with sub-clause 1.4.1, the Parties are unable to come to an agreement on procedures in respect of the arbitration proceedings, FWA will be entitled to determine its own procedures for the arbitration proceedings.

1.5 Arbitration Powers of FWA

- 1.5.1 The powers of FWA in arbitrating a dispute shall include the following:
- (a) taking evidence on oath or affirmation;
 - (b) making a decision in relation to all or any matters in dispute;
 - (c) hearing and determining the matter in dispute;
 - (d) giving a direction, in the course of, or for the purpose of, the hearing or determination of the matter in dispute;
 - (e) referring any matter to an expert and accepting the expert's report as evidence;
 - (f) directing, in so far as it has power to do so, that Parties be joined or struck out;
 - (g) summoning before it persons in respect of whom the Parties to this Agreement can reasonably procure attendance, the Parties to the agreement, the witnesses or any other person whose presence FWA considers would help in the hearing or determination of the matter in dispute and compel the production before it of documents and other things for the hearing and determination of the matter in dispute;
 - (h) making an interim finding in relation to all or any matters in dispute;
 - (i) hearing submissions from the Parties as to the facts or issues pertaining to the dispute;
 - (j) conducting the arbitration at any place;
 - (k) adjourning the arbitration to any time and place;

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- (l) correcting, amending, or waiving any error, defect or irregularity, whether in substance or form;
 - (m) allowing the amendment, on such terms as it considers appropriate, of any application or other document relating to any proceeding; and
 - (n) generally giving all direction and do all such things as are necessary or expedient for the speedy and just hearing and determination of the matter in dispute.
 - (o) Inform itself in any matter that it thinks fit.

1.5.2 Any decision of FWA dealing with a dispute (or any matter that remained in dispute) by arbitration shall include reasons for the decision and shall be in writing, dated and given to the Parties on the day that it is delivered.

Appeals

1.6 Appeals to the Full Bench of FWA

- 1.6.1 Where the dispute (or any matter that remained in dispute) has been arbitrated and a decision given under sub-clause 1.5.2, either Party may appeal the decision to a Full Bench of FWA, with the leave of the Full Bench, within twenty-one (21) days of the date of the arbitrated decision. A Full Bench of FWA will have all of the powers as outlined in sub-clause 1.5.1 and shall have the power to confirm, quash, dismiss or vary the decision of FWA.
- 1.6.2 The Full Bench of FWA may grant leave to appeal under sub-clause 1.6.1 if, in its opinion, the matter is of such importance that leave should be granted.
- 1.6.3 An appeal under sub-clause 1.6.1 may be instituted by either Party.
- 1.6.4 For the purposes of an appeal under sub-clause 1.6.1, a full bench of FWA may:
- (a) admit further evidence; and
 - (b) direct a member of the Full Bench to provide a report in relation to a specified matter.
- 1.6.5 The appeal process set out in this Clause 1.6 is intended to be comprehensive of all rights of appeal.
- 1.6.6 The Parties agree to exclude the operation of any legislation (other than the Workplace Relations Act) applicable to arbitration agreements in relation to rights of appeal. For the avoidance of doubt, the Parties wish to exclude rights of appeal to any court and rights to refer a question of law to a court pursuant to such legislation.
- 1.6.7 The Parties will:
- (a) if FWA makes an arbitrated decision and an appeal is not lodged under sub-clause 1.6.1 of Appendix C abide by and give full effect to the arbitration decision; and
 - (b) if an appeal is lodged under sub-clause 1.6.1 of Appendix C, abide by and give full effect to the decision of the Full Bench of FWA in determining the appeal.

AIRC generally

1.7 Guidelines to FWA in the exercise of its powers, functions and discretions

1.7.1 In the exercise of its powers, functions and discretions in this Agreement, the AIRC must ensure that:

- (a) it has regard to the objects of this Agreement;
- (b) the matters are set down for hearing as soon as possible;
- (c) the rules of natural justice and procedural fairness are applied and that relevant legislation is complied with;
- (d) it has regard for the operating arrangements which apply at the Company;
- (e) the hearing of the matter be concluded as soon as reasonably possible;
- (f) it acts according to equity, good conscience and the substantial merits of the case, without regard to technicalities and legal forms.

APPENDIX D – SAVINGS CLAUSE

1.1 Saturday and Sunday Ordinary Hours

All ordinary hours worked on a Saturday shall be voluntary for weekly meat team members employed prior to 6th December, 1988.

All ordinary hours worked on a Sunday and additional late nights shall be voluntary for weekly meat team members employed prior to 6th December, 1991.

1.2 Saturday Penalty for Ordinary Hours

All meat team members, including casual meat team members, employed prior to 6 February 2000 will retain the penalty of time and one quarter for ordinary time worked on a Saturday.

1.3 Hours of Work: Rostered Days Off Savings Clause

Full-time meat team members engaged prior to 6 February 2000 and who did not agree to work Company rosters as part of the former Agreement shall be entitled to continue to choose the following hours of work provision.

- * Meat team members may work a nineteen (19) day- four (4) week cycle, averaging thirty-eight (38) hours per week.
- * Where circumstances do not permit a nineteen (19) day- four (4) week cycle, or by mutual agreement, up to ten (10) RDOs may be accumulated over a twelve (12) month period.
- * Meat team members shall be advised by the employer at least four (4) weeks in advance of RDOs.
- * RDOs may be postponed during the periods of Easter and December/January to meet the requirements of the business.
- * An individual meat team member, with the agreement of the employer, may substitute the scheduled RDO for another day.
- * Meat team members engaged prior to 25 March 1991 shall retain the right to the RDO on either a Monday or a Friday.
- * In the event of a meat team member's RDO falling on a Public Holiday, then by mutual agreement the meat team member shall be paid in one of the following ways:
 - (i) Payment of an additional days wages (ordinary time rate of pay); or
 - (ii) Addition of one (1) day to annual leave (no loading applies to this day); or
 - (iii) Another day off with pay - during the week prior to the holiday or within twenty-eight (28) days after the holiday falls.
- * A meat team member required to work on an RDO and where no alternative day can be substituted for such day, shall be paid in accordance with the provisions of Clause 18 Overtime.

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- * Meat team members are not eligible for sick leave in respect of absences on RDOs as such absences are outside their ordinary hours of duty.
 - * There is no entitlement to an RDO during a period of annual leave as such days do not count as time worked for accrual purposes.
 - * There is no entitlement to more than twelve RDOs in any twelve (12) months of consecutive employment.
 - * Absences which are counted as "time worked" for the purpose of calculation of entitlements to RDOs are paid public holidays, paid sick leave, paid compassionate leave, paid jury service, paid Defence Force Training Leave and paid workers' compensation.

1.4 Non-flexible Rosters

Meat team members who were working non-flexible rosters as at 8 June 2000 will remain on non flexible rosters (unless they agree otherwise).

1.5 Meat Managers

No Meat Manager will suffer a reduction in his or her earnings as a result of the implementation of this Agreement. No pay rise under this Agreement will be absorbed in a Meat Manager's overall wages.

1.6 Second In-Charge

Where a meat team member was engaged prior to the commencement of the Agreement to perform the Meat Manager's role in the absence of the Meat Manager and they received the higher rate of pay for all time worked (whether acting in charge or not), they will continue to receive the higher rate of pay.

**COLES SUPERMARKETS (AUSTRALIA) PTY LTD & BI-LO PTY LTD & AMIEU
NSW/ACT MEAT AGREEMENT 2012**

Jenny Mowatt
Name

GM HR Operations

Position

J Mowatt
Signature

23/5/12
Date:

SIGNED ON BEHALF OF

**Coles Supermarkets (Australia) Pty Ltd
and Bi-Lo Pty Limited
800 Toorak Road
TOORONGA VIC 3146**

C. Donzow 24/5/12
Charlie Donzow Date
State Secretary

SIGNED ON BEHALF OF

**Australasian Meat Industry
Employees' Union
NSW Branch
Unit 3, 190 George Street
Parramatta NSW 2150**

Grant Courtney
Grant Courtney
State Secretary

28/5/12
Date

SIGNED ON BEHALF OF

**Australasian Meat Industry
Employees' Union
Newcastle & Northern Branch
34 Union Street
NEWCASTLE WEST NSW 2302**

