



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Teys Australia Southern Pty Ltd T/A Teys Australia Tamworth
(AG2016/5819)

TEYS AUSTRALIA TAMWORTH PRODUCTION EMPLOYEES AGREEMENT

Meat Industry

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 3 NOVEMBER 2016

Application for approval of the Teys Australia Tamworth Production Employees Agreement.


[1] An application has been made for approval of an enterprise agreement known as the *Teys Australia Tamworth Production Employees Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Teys Australia Southern Pty Ltd T/A Teys Australia Tamworth. The agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australasian Meat Industry Employees Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[5] The Agreement was approved on 3 November 2016 and, in accordance with s.54, will operate from 10 November 2016. The nominal expiry date of the Agreement is 3 November 2017.



The seal of the Fair Work Commission is circular, featuring the text "THE SEAL OF THE FAIR WORK COMMISSION" around the perimeter. In the center is the Australian coat of arms. A blue ink signature is written over the seal, extending from the top left towards the top right.

DEPUTY PRESIDENT

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Annexure A

31 October 2016

Fair Work Commission



AG2016/5819- Application for approval of the Teys Australia Tamworth Production Employees Agreement

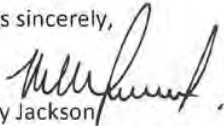
We provide the following undertakings in relation to the above application:

Clause 32

Replace the last sentence of this clause with:

At any of the meetings, you can choose to have a personal support person or a representative with you.

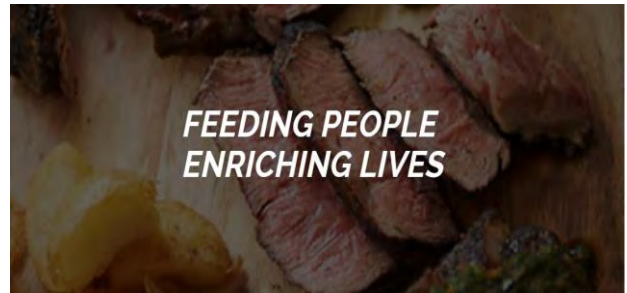
Yours sincerely,


Kirsty Jackson
Company Secretary
Teys Australia Pty Ltd



TEYS AUSTRALIA SOUTHERN PTY LTD

**FAIR WORK ACT 2009 (CTH)
TEYS AUSTRALIA TAMWORTH
PRODUCTION EMPLOYEES
AGREEMENT**



Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



TABLE OF CONTENTS

- 1. Agreement Name 3
- 2. Who the Agreement Applies to 3
- 3. How Long the Agreement Applies for 3
- 4. Categories of Employment 4
- 5. Wage Increase 4
- 6. Minimum Wage Rates 5
- 7. Bonuses 6
- 8. Higher Duties 6
- 9. Junior Employees..... 6
- 10. Superannuation 7
- 11. Span of Hours 7
- 12. Rosters 7
- 13. Ordinary Hours of Work 8
- 14. Span of Hours for Shift Workers 8
- 15. Shift Loadings 9
- 16. Rostered Work on Weekends..... 9
- 17. When Overtime is Paid 10
- 18. Special Rates..... 11
- 19. Meal Breaks and Rest Times..... 12
- 20. Enterprise Flexibility Arrangements 13
- 21. Public Holidays..... 13
- 22. Annual Leave 14
- 23. Personal/ Carers Leave 16
- 24. Compassionate Leave 16
- 25. Long Service Leave..... 16
- 26. Community Service Leave..... 17
- 27. Parental Leave 17
- 28. Consultation About Major Change 17
- 29. Stand Down 17
- 30. Suspension..... 18
- 31. Payroll Deductions/ Discharge of Debts 18
- 32. Complaints Procedure 18
- 33. Employment Resignations or Terminations 19
- 34. Redundancy Scenarios..... 19
- 35. Signatories 20
- 36. Schedule 1- Examples of Roster Arrangements: 22
- 37. Schedule 2: Casual Rates: 23
- 38. Schedule 3: Work on Rostered Days Off (RDO's): 24

1. Agreement Name

This Agreement is called the **Teys Australia Tamworth Production Employees Agreement**. In this document, we will refer to it as ‘the agreement’.

2. Who the Agreement Applies to

This agreement is between two “parties”; the company, Teys Australia Southern Pty Ltd T/A Teys Australia Tamworth (ABN 53 084 034 695), and the employees.

Specifically, this agreement applies to you if you work in livestock, slaughtering, meat production, value added production, hide processing, stores, cleaning, laundry, and ancillary production processes at the Tamworth Plant.

In this document Teys Australia Tamworth can be referred to as “we or us” and Employees as “you or your”.

This agreement completely replaces the last agreement, which was called (*Teys Australia Southern Pty Ltd Tamworth Production Departments Enterprise Agreement 2012*) and the *Meat Industry Award 2010*.

3. How Long the Agreement Applies for

This Agreement starts seven (7) days after its approval by the Fair Work Commission. It has a ‘nominal expiry date’ of twelve months from that date, although it remains in place with the force of law beyond that time.

This means the Agreement continues indefinitely, unless by law, it is formally varied, terminated, or replaced with a new Agreement.

4. Categories of Employment

The different forms of employment are

Permanent full time, or

Permanent part time, or **Casual**.

- **Permanent Full Time**

Employment is on a permanent basis, and full time, meaning between 38 hours and 40 hours a week.

- **Permanent Part Time**

Employment is on a permanent basis, but part time, with a minimum of sixteen (16) ordinary hours per week. Part time earnings are calculated on a pro rata basis, using full-time employment as the starting point.

- **Casual**

Employment is casual. This means that technically, employment terminates at the end of each “engagement”, or shift. A casual shift cannot be for less than four (4) hours. If, for some reason, less than four hours of work is required, you will still be paid for four hours.

There is a 25% loading instead of paid leave entitlements such as Paid Personal/ Carer's Leave, Annual Leave, Compassionate Leave and base payment for Public Holidays. The 25% casual loading applies during ordinary hours only (not overtime hours) and does not apply when we calculate any other entitlements or payments.

5. Wage Increase

The base hourly rates specified in the table below reflect a wage increase of **2.00%**.

You are paid on a weekly basis, by Electronic Funds Transfer directly into your nominated account. Your pay is accessible each Thursday evening or Friday morning. In the event that you leave us, your termination pay will be paid no later than the scheduled pay run immediately following your termination date.

6. Minimum Wage Rates

These rates will take effect from the first full pay period seven (7) days after the new agreement has been approved by the Fair Work Commission.

Level	Classification Description	Base Hourly Rate	Weekly Rate 40 Hours
6	Boners competent in all Boning tasks (<i>Management assessment required</i>). Slaughter persons competent in all slaughtering tasks (<i>Management assessment required</i>).	\$30.36	\$1214.40
5	Boners competent in all Boning tasks (<i>Skills matrix</i>). Slicers competent in all Slicing tasks (<i>Management assessment required</i>). Bandsaw operators competent in all cuts including Scribe saw Slaughter persons performing following tasks (1 st Leg, 2 nd Leg, Evisceration, Splitting saw, Scales, Rumping, Hide Puller Driver). Load out office clerk	\$28.34	\$1133.60
5A	Boners competent in either Front or Back end of the boning stand, (<i>Skills Matrix</i>). Slicers competent in 3 or more Slicing cuts; Flanks, Navel end Briskets, Point end Briskets, Shortloins, Butt Fillets, Tenderloins, Striploins, Cuberolls, Chucks, Topsides, Rumps, Silversides, Knuckles / Shins, Cross cut Blades, Oysters and Bolar Blades, (<i>Supervisors discretion based on skill requirements</i>) and all Knife hand tasks. Bandsaw operator competent in all cuts. Chiller Assessor. Scribe saw operator. Slaughter persons performing following tasks. (Bunging, Neck Boners).	\$26.41	\$1056.40
4	Multi – Skilled rendering operators. Learner Boners that have progressed to the stand. Knife hands competent in at least 4 or more of the follow tasks (Rib Skinner, Intercostals, Inside skirts, Rump caps, Chuck eye logs, sizzles, Flank Steaks, Eye rounds, Back Ribs, Ribs Prepared, 95CL Trimmer, Knuckle Trimmers, Blade Bones) including Pre-Trim and / or Criteria. CL Testers, Computer Scale Operators (excluding intake and carton scales) Boning Room Box Room Operator. Paunch Knife hands. Designated Loadout forklift operators. Slaughter persons performing following tasks (Sticking, Hide Puller Passenger, Brisket saw, Flanking).	\$24.29	\$971.60
3	Boning Room Labourers competent in all the following tasks: Table Packing, Incline Belt, Trim Sortation, Trim Packing, Primal Sortation, Vacuum Bagger, Vacuum Machine Operator, Pack off, Rebag Operator, Pallecon pack Primals, Pallecon Pack Trim, Intake scales and Carton scale operators. (<i>Management Assessment</i>) Slaughter floor labourers, (Stunning, Rodding, Low/Mid/High carcass inspection, Shack & Hoist / Bung Wash, Tail Puller, Head removal, Muzzle removal, Tongue removal, Head boning, Neck Trim, Tail / Ear tag recorder, Changeover, Aus Meat trim, Hock/ Horns Tendons, Tendons hock removal, Retain rail, Beef Pushing, Stockyards) Offal Room Knife hands competent in all knife hand tasks, Load out Labourers and Render Labourers (Greater than 12 months service) Cleaners	\$22.27	\$890.80
2	Base grade labourers (Completion of probation)	\$21.10	\$844.00
Entry	Entry rate	\$20.30	\$812.00



7. Bonuses

Our employees are the major point of difference in our success. We want you to be happy at work, and we also want you to achieve your personal financial goals.

We cannot always pay bonuses, but whenever we can, we like to. We will always share information about the bonus with you well in advance. Bonuses are discretionary, and when given, are given in addition to the pay and conditions set out in this agreement.

Attendance Payment

If you have no unplanned absences from work you will be entitled to a cash or, at your election an additional superannuation contribution of \$5 per day actually worked during any full calendar month.

An unplanned absence means any absence that has not been applied for and approved by Teys Australia in advance of it occurring.

8. Higher Duties

If you are requested to take on duties in a higher classification than your own, you will be paid at the higher grade of pay for that particular shift. Generally this is a temporary arrangement to cover when another employee is on a leave of absence or a change in skills required on a particular day.

9. Junior Employees

If you are a Junior Employee, your pay rate may be discounted in accordance with the below table:

Age in Years	% of Base Hourly Rate
Under 17	50%
At 17 years	60%
At 18 years	75%
At 19 years	85%

It is rare that juniors pay is discounted to these rates however where there is a failure in performance or attendance, a consequence may be a reduction in pay until the issue improves. Where pay is discounted as part of a Performance Improvement Plan, appropriate documentation will be recorded.

10. Superannuation

We make superannuation contributions on your behalf, calculated on each day or shift and paid in accordance with the Superannuation Guarantee (Administration) Act 1992 and ATO ruling SGR2009/2.

Our approved funds are;

- Australian Meat Industry Superannuation Trust (AMIST), or
- Meat Industry Employee Superannuation Fund (MIESF).

When you start with us, if you don't make any choice within the first week of employment, we will put contributions into our default fund, AMIST.

You can alter your fund choice once a year, by giving notice during June.

11. Span of Hours

The span of hours, for ordinary hours of work, is between 5.00am and 7.00pm Monday to Saturday. This means that you can be rostered to commence working your day or shift on ordinary rates of pay sometime in between 5.00 am and 7.00pm.

Any work outside these hours is paid at overtime or penalty rates of pay, as set out in this agreement.

12. Rosters

We work in accordance with a 40 hour a week roster. You can find example of rosters in Schedule 1 of this agreement.

For flexibility, rosters can contain a rostered day off system and clause 28 of this agreement can be utilised to implement a roster with a shorter working week if required.

From time to time, depending on the availability of cattle, and the preferences of the staff, rosters are changed. Using the consultation process set out in this agreement, rosters are set with staff input, and published in advance, with the company giving as much notice as possible.

If a roster has to be changed, after the consultation process, we will give all affected employees as much notice as possible, or not less than one week's notice, unless a majority of those employees agree to less notice.

Casual/Part-time Employees

If a casual or part-time employee is engaged on weekend work:

- a) An employee engaged as a casual or part-time employee will be paid an additional \$3.55 per hour for all work performed on Saturdays and \$13.55 per hour for all work performed on Sundays UNLESS they have already worked 7 hours between Monday and Friday of that week.

13. Ordinary Hours of Work

Your standard ordinary working week is a 40 hour week. This is made up of 38 ordinary hours and two reasonable additional hours. The length of the working week is worked in accordance with the roster, as per clause 12.

Ordinary hours of work, meaning work that is paid at the base rate, and are up to 12 hours in any one day and up to 40 hours in any one week.

Work outside these parameters is paid at overtime or penalty in accordance with this agreement.

14. Span of Hours for Shift Workers

At Teys, you may be engaged in shift work, which means your span of hours is between 2pm and 11am the following day.

If you are employed as a shift worker you will be advised of the arrangement at the time and consulted with if any changes need to be made. If we ever need to transfer you to or from shift work arrangements, we will give as much notice as possible, but never less than one week.

15. Shift Loadings

The following shift loadings are paid in addition to base hourly rates;

Shift	Shift Loading
Afternoon Shift (Other than by-products staff) – commencing after 2pm & concluding before or at midnight	7.5%
Late Afternoon Shift – (Levels 1 and 2) - concluding between midnight & 2:30am	25%
Late Afternoon Shift – (Other than Levels 1 or 2) - concluding between midnight & 2:30am	15%
Early AM Shift – (Levels 4 and 5A) commences on or after 1am and concluding at or before 11am	30%
Night Shift (All staff) - a shift concluding after 2.30am & before 9am	30%
Afternoon Shift (By Products) - concluding at or before midnight	12.5%

Please note;

- Shift loadings are not payable during periods of overtime.
- Shift loadings are not taken into account when calculating any other entitlement, except for statutory Superannuation contributions.

If you are a shift worker and your normal rostered hours commence on a Friday and continue into Saturday and/or commence on a Sunday and extend into Monday, your entire shift will be deemed to be worked on a Friday and a Monday.

16. Rostered Work on Weekends

If you are ever rostered to work weekends as part of your ordinary hours, meaning the time worked is not overtime, you will be paid a 25% loading. The loading applies to all work that occurs between midnight on Friday and midnight on Sunday.

Please note;

- The loading does apply in addition to (but is not compounded by) other shift loadings.
- The loading is not taken into account when calculating all other entitlements.
- The loading does not apply where a four or five day roster Monday to Friday is in operation and it is necessary for work to start before midnight Sunday or extend beyond midnight Friday just so the normal weekly hours of such a work roster are completed.

17. When Overtime is Paid

Overtime is paid for time worked in the following circumstances:

- For any time worked in excess of the rostered ordinary hours for the day or shift.
- For any time worked in excess of the rostered ordinary hours for the week.

The following are some examples of where overtime will be paid:

- *Leon is rostered on for eight hours but ends up working nine hours, and one hour will be paid as overtime.*
- *Thea is rostered for 9 hours and ends up working ten hours, one hour will be paid as overtime.*
- *Lee is rostered for 40 hours in the week and ends up working 42 hours, 2 hours will be paid as overtime.*

Please note, other loadings and penalties shall not apply during overtime (e.g. shift or casual loadings).

- **Monday to Friday Overtime**

Where overtime is concurrent with rostered ordinary hours, employees may be requested to work up to one hour of overtime, with any overtime thereafter on a voluntary basis.

Overtime during the week is paid at time and a half (50% loading) for the first two hours and double time (100% loading) after that.

- **Weekend Overtime**

Due to the nature of our business, overtime on weekends may be required.

We recognise your weekends are valuable, and so where overtime is required we will always, in the first instance, try to meet our workforce needs with volunteers. However, if this doesn't work out, we may require you to work.

We will always try to provide at least seven (7) days prior notice of the need to work, unless there are extenuating circumstances which prevent us from giving this much notice.

The length of a scheduled weekend overtime shift/s will be no longer than eight (8) hours unless you agree to do a longer shift.

Payment for overtime on Saturdays is paid at time and a half (50% loading) of the base hourly rate for the first eight hours and at double time (100% loading) after that.

Payment for overtime on Sundays is paid at double time (100% loading) of the base hourly rate, with a minimum payment of two hours.

You will not be required to work more than 12 Saturdays in a year.

18. Special Rates

- **Leading Hand Allowance**

If you are required to act in a position where you will be supervising other employees, you will be paid an allowance of \$1.30 per hour. This allowance will be in addition to other earnings and only paid for the time spent in the position.

- **Trainers Allowance**

If you are required to act in a position where you will be facilitating the **formal** training of other employees, you will be paid an allowance of \$1.30 per hour. This allowance will be in addition to other earnings and only paid for the time spent in the position.

- **Paunch Allowance**

If you are required to work in the paunch room, you will be paid an extra allowance of \$1.80 per hour.



19. Meal Breaks and Rest Times

You are entitled to the following breaks:

<i>Length of day/ shift</i>	<i>Day Work</i>	<i>Afternoon Shift</i>	<i>Night Shift</i>
<i>7.6 to 8 hours</i>	<i>20 minute unpaid break and a 30 minute unpaid meal break</i>	<i>20 minutes unpaid break and a 30 minute unpaid meal break</i>	<i>20 minutes unpaid break and a 30 minute unpaid meal break</i>
<i>9.5 to 10 hours</i>	<i>15 minute unpaid break and a 30 minute unpaid meal break and a further 15 minute unpaid break</i>	<i>15 minute unpaid break and a 30 minute paid meal break and a further 15 minute unpaid break</i>	<i>60 minutes of paid crib breaks</i>
<i>More than 10 hours</i>	<i>75 minutes paid crib breaks</i>	<i>75 minutes paid crib breaks</i>	<i>75 minutes paid crib breaks</i>

You will never be required to work for longer than three and a half (3.5) hours without a break.

- **Changes to Breaks:**

Generally, Teys will do everything to remain on schedule for all breaks but on occasion due to operational needs, we may need to change the normal process for meal breaks. If this happens we have 2 processes:

Change 1: If you are required to work during a meal break then you will be paid at overtime rates for the period of the break that you continue to work.

OR

Change 2: If it is absolutely necessary, we may change the time of taking any scheduled break by thirty minutes either side of the normal time or sixty minutes in the event of a major breakdown.

Shift workers who are not able to take meal breaks will be allowed a crib time of 30 minutes which will be counted as time worked and taken at a time agreed between the you and Teys.

20. Enterprise Flexibility Arrangements

Individual employees and the company can agree to enter into written arrangements for more flexible working conditions. If that happens, the Fair Work Act contains a “model flexibility term”, (standard clause) and that, as amended from time to time, forms part of this agreement. See:

https://www.fwc.gov.au/documents/documents/model_terms/Sched_2_2.pdf#page=1&zoom=auto,-140,842

21. Public Holidays

The following days are Public Holidays:

New Year’s Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Labour Day, ANZAC Day, Queens’s Birthday, Christmas Day, Boxing Day or any alternative gazetted day to be observed in lieu thereof or observed as a Public Holiday in Tamworth City Regional Council area.

We can, in consultation with and by agreement of our Workplace Improvement and Innovation Committee (WIIC), agree to substitute any of the above days on the site as a whole department/ plant and/or Employee or group of Employees.

You will be paid a base payment on a Public Holiday if it falls on a day upon which you were rostered to work ordinary rostered hours. Payment is at the relevant base hourly rates of pay.

However, if you were not rostered to work on a day where a Public Holiday falls, or if you are on a period of unauthorised absence or unpaid leave, you will not be paid.

Work on Public Holidays

Other than in emergency circumstances, no work will be required on: ***Easter Monday, Good Friday, Australia Day, ANZAC Day, Christmas Day, Boxing Day and/or New Year’s Day***, but all other Public Holidays may, at our election, and with at least seven (7) days prior notice unless there are extenuating circumstances.

We may request you to work on any Public Holiday, and you may refuse that request providing you have reasonable grounds for doing so in accordance with the National Employment Standards.

Payment for Work on Public Holidays

If you work on a Public Holiday, you will receive the following payment:

- Double time and a quarter of the base hourly rate within normal rostered hours (which is inclusive of any eligible base payment).
- Double time of the base hourly rate for the purpose of calculating overtime if work is conducted beyond the normal rostered hours.

Payment for Work on Public Holidays – Casual Employees

If you are a casual and work on a Public Holiday, you will receive payment at the base hourly rate plus 150% for the hours worked. During this work the 25% casual loading isn't payable.

22. Annual Leave

You are entitled to Annual Leave as set out in the National Employment Standards.

Employees (other than casual Employees) have a period of four weeks of paid Annual Leave after each period of twelve months of service. Annual Leave accrues at (.07692 hours for each ordinary hour worked, and each hour of paid leave taken).

Annual Leave for Permanent Shift Workers – Five Weeks

If you are a continuous seven day shift worker and is regularly rostered to work Sundays and Public Holidays, you are entitled to five weeks paid Annual Leave after each twelve (12) months continuous service.

Annual Leave can be cashed out by application

In accordance with Section 94 of the Fair Work Act 2009, you may make application to cash out any Annual Leave accrual which exceeds one hundred and fifty two (152) hours. If we approve this payment it must be in writing between both parties, paid the full amount that would have been payable to you, (including loading) had you taken it, and be regarded as ordinary pay for the purposes of calculating Employer Superannuation contributions.

Annual Leave During a Shut Down

During a period of shut down, we may direct you to take paid annual leave for a period when the Tamworth plant (or part of it) is shut down.

14 Days Notice for Leave

Unless otherwise agreed, at least fourteen (14) days’ notice will be given by either us or you as to when the Annual Leave commences. We know sometimes this is hard to do so all applications will be treated on an individual basis.

Annual Leave Bonus

To provide all employees with the opportunity of accessing up to 30% bonus on annual leave that is taken, your management team in consultation with the employee Workplace Improvement and Innovation Committee has developed an Annual Leave Bonus Policy which makes the following payments for good to great attendance available to all production employees covered by this agreement.

The program is designed to reward employees who have an outstanding attendance record, with a bonus percentage calculated on the number of unplanned absences within a twelve month period for that day of leave taken.

Definition of Unplanned Absence:

The definition of an “absence” that will affect the Bonus payable will be defined as any part or full absence from a normal rostered shift.

- Paid Leave that was not approved by your manager prior to the leave taken
- Unpaid Leave that was not approved by your manger prior to the leave taken
- Leave without Pay that was not approved by your general manager prior to the leave being taken

Attendance Target	Bonus % Payable
0-2 Days Absence	30%
3-6 Days Absence	17.5%
7-9 Days Absence	2.5%

Remember:

- Good employees who have bad luck – ie one bout of sickness such as a broken leg – their whole employment record will be taken into account and reviewed by HR. If the record is very good, that run of absence won’t count.
- 12 months continual employment with Teys is essential to be eligible.
- The 12 months prior to leave is a rolling window (i.e. not a calendar year)
- Any remaining bonus will not be payable on termination of employment.

23. Personal/ Carers Leave

You are entitled to Personal/ Carer's Leave as set out in the National Employment Standards. Personal/ Carer's Leave (other than casual employees) accrues at (.03846 hours for each ordinary hour worked, each hour of paid leave taken and base payment paid for Public Holidays where you were rostered on).

You are entitled to paid Personal/ Carer's Leave if:

- You are not fit for work because of a personal illness or injury, or
- To provide care to a member of the Employee's immediate family or household because of a personal illness, injury or unexpected emergency, and
- You comply with our notice and documentation requirements, and
- You have the amount of leave credited to you, and
- The absence is not due to a personal illness or injury for which compensation under a Commonwealth, State or Territory law is being received.

Please note, paid Personal/ Carer's leave can only be claimed for bona fide absences during normal rostered hours and not for absences during overtime, work on RDO's or Public Holidays. You are entitled to a period of up to two normal working days or shifts unpaid carer's leave subject to the same conditions of personal leave, if you are unable to take any other paid leave.

24. Compassionate Leave

With reasonable evidence, you are entitled to a period of two normal working days or shifts paid Compassionate Leave, at the base hourly rate of pay, for each occasion when a member your immediate family or house hold:

- Contracts, develops or sustains a personal illness or injury that poses a serious threat to his or her life, or passes away.

25. Long Service Leave

You are entitled to Long Service Leave in accordance with the NSW Long Service Leave Act 1955. See <http://www.legislation.nsw.gov.au/fullhtml/inforce/act+38+1955+FIRST+O+N/>

Teys may approve an individual application from an employee to be paid a cash equivalent in lieu of taking part or all of any accrual. If approved, the leave for which the payment is made shall be regarded as leave taken in advance. Any such arrangement reached shall be in writing.

26. Community Service Leave

You are entitled to Community Service Leave in accordance with the National Employment Standards, to undertake jury service and/or participate in a voluntary emergency activity with a recognised emergency management body.

27. Parental Leave

You are entitled to unpaid Parental Leave in accordance with the National Employment Standards of up to and including fifty-two weeks (including up to an additional 52 weeks upon written request) upon the birth or adoption of a child.

28. Consultation about Major Change

The Fair Work Act contains a model clause about consultation in the workplace, and this clause is taken to be part of our agreement. See

https://www.fwc.gov.au/documents/documents/model_terms/Sched_2-3_Effective_1-Jan-2014.pdf

29. Stand Down

We understand the importance of a steady income, but unfortunately, if any of these extreme scenarios occur, and we cannot find alternative work for you, Teys will not be required to pay you for the duration of any day or shift because of the following:

- Any industrial action that effects the running of operations and/or;
- Any breakdown of machinery for which Teys Aust cannot reasonably be held responsible for and/or;
- Any other cause for which Teys Aust cannot reasonably be held responsible including extreme climatic conditions and/or;
- Shortage and/or unavailability of livestock for processing.

Teys will make every effort to advise you prior to leaving the plant as to whether or not you are required to attend for work on your next rostered day or shift.

30. Suspension

In certain circumstances, and only after an investigation has occurred, if we believe you have committed serious misconduct, including serious safety breaches, we reserve the right to suspend you for up to ten days without pay.

Suspension is not something we take lightly, but in extreme circumstances offers us a better alternative to termination of employment.

31. Payroll Deductions/ Discharge of Debts

If there is ever a case where you owe us money, such as in the case of overpayments, advancements, or loans, we will need to make a written arrangement with you for a repayment plan. Any repayment plan can deduct funds from your wages, or any termination payout.

When consulting with the affected employee on various repayment options, we will give due consideration to your circumstances, the rate the overpayment or debt occurred and other relevant factors.

32. Complaints Procedure

We do our best to make sure you will always love working at Teys, but no workplace is perfect and so, if you ever have a complaint about anything to do with this agreement or the NES, this is the procedure to use.

- In the first instance, please talk to your immediate Supervisor.
- If this doesn't resolve your complaint, please talk to the Plant Manager or HR Manager.
- If this doesn't resolve your complaint, please talk to the General Manager.
- If this doesn't resolve your complaint, please contact Corporate Services.
- If this doesn't resolve your complaint, you can ask the Fair Work Commission (FWC) to help you, by conciliation, resolve your dispute.

Please note that at any stage in this process, you can request to be assisted by us. At any of the meetings, you can choose to have a personal support person or a representative from the workplace with you.



33. Employment Resignations or Terminations

We like our employees to stay with us for as long as possible, but in the event that an employment resignation or termination occurs, the notice required from you and us will be as follows:

<i>Employees period of service</i>	<i>Notice period required</i>
Up to 1 year	1 Week
1 year and up to 3 years	2 Weeks
3 years and up to 5 years	3 Weeks
5 years and over	4 Weeks

If you are over forty-five (45) years of age and have completed two (2) or more years of service with us, the require notice to be given will increase by one (1) week.

In some cases, Teys may agree to waive or alter the notice period and pay in lieu of service.

34. Redundancy Scenarios

In the event a redundancy scenario occurs, we will consult with you about your possible loss of employment, in accordance with the model consultation clause adopted by this agreement.

After consultation, if redundancy cannot be avoided, redundancy notice period and severance pay will occur in accordance with the National Employment Standards. If an employee is transferred to lower paid duties in order to avoid a redundancy scenario, a period of notice, as per the National Employment Standards, will be given.



35. Signatories

Signed on behalf of Teys Australia Southern Pty Ltd T/A Teys Australia Tamworth ACN: 084 034 695

Signed [Signature]

Witness Signed [Signature]

Name and address D.A. TEYS

Name and Address LACHLAN TEYS

105 OCEANA TRC
MANNING RD, QHD, 4179

6 HILL ST MANILLA NSW

Position CEO

Position GENERAL MANAGER

Date 19.9.16

Date 19-09-16

Signed on behalf of the employees of Teys Australia Southern Pty Ltd T/A Teys Australia Tamworth

Signed [Signature]

Witness Signed [Signature]

Name and address Sharon Bell

Name and Address JACQUELINE O'REILLY

15 wallonah st

250 Babbinsboon Rd Somerton 2340

Position Oxley VAK

Position CL Room

Date 19/9/16

Date 19-9-16.

Laborer & Employee
bargaining agent.

Signed on behalf of the employees of Teys Australia Southern Pty Ltd T/A Teys Australia Tamworth

Signed [Signature]

Witness Signed [Signature]

Name and address Michael Boland

Name and Address Lorraine Monck

35 Margaret St Tamworth

7 Kalinda Place Tamworth 2340

Position Boner

Position criteria inspector

Date 19-4-16

Date 19-9-16

employee bargaining Rep

Signed on behalf of the employees of Teys Australia Southern Pty Ltd T/A Teys Australia Tamworth

Signed [Signature]

Witness Signed [Signature]

Name and address Oscar Cortez

Name and Address Juni Bartlett

9 maitland st. Tamworth

1487 Voca Road Curlewis 2381

Position Boner

Position criteria

Date 19-9-16

Date 19/9/16

employee bargaining
rep

Signed on behalf of the employees of Teys Australia Southern Pty Ltd T/A Teys Australia Tamworth

Signed [Signature]
 Name and address Adam White
119 Penman Ave
15007 Margot
 Position Slicer
 Date 19.9.16
Employee Bargaining Rep

Witness Signed [Signature]
 Name and Address Tanya Boland
35 Margaret St Tamworth
 Position cleaner
 Date 19.9.16

Signed on behalf of the employees of Teys Australia Southern Pty Ltd T/A Teys Australia Tamworth

Signed [Signature]
 Name and address Tray Taylor
7 Acacia Dr Oxleyvale
 Position Boner Trainer
 Date 19/9/16
Employee Bargaining Rep

Witness Signed J.R.
 Name and Address Joseph Robinson
24 Hyman St Tamworth
 Position Boner
 Date 19/9/16

Signed on behalf of the employees of Teys Australia Southern Pty Ltd T/A Teys Australia Tamworth

Signed [Signature]
 Name and address R I CLARK
32 DIAMOND ST TAMWORTH
 Position INTAKE SEALS
 Date 19.9.16
EMPLOYEE BARGAINING REP

Witness Signed [Signature]
 Name and Address 3/45 THE GRACE
Garry Anderson / Tamworth
 Position Slicer
 Date 19.9.16

36. Schedule 1- Examples of Roster Arrangements:

5 Day Roster: 8 hour Shift x 5 days per week = 40 ordinary hours

*This is generally our arrangement for slaughtering and boning processing and work **over** 8 hours per day.*

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
On	On	On	On	On	Off	Off

Standard 4 Day Roster: 10 hour Shift x 4 days per week = 40 ordinary hours

*This shift is currently **not operational** and could only be implemented via a consultation process.*

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
On	On	On	On	Off	Off	Off

Rotating 4 day Roster: 10 hour shift x 4 days per week = 40 ordinary hours

*This shift is currently **not operational** and could only be implemented via a consultation process. In this example Saturday would be a standard 'ordinary hours' work day for some workers.*

Group A	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	On	On	On	On	Off	Off	Off
Week 2	Off	Off	On	On	On	On	Off
Week 3	On	On	Off	Off	On	On	Off

5 Day Roster: 9.5 hour Shift x 4 days per week = 38 ordinary hours

This is generally our arrangement for the 9.5 hour p/day slaughtering and boning processing

Group A	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	On	On	On	On	Off	Off	Off
Week 2	Off	On	On	On	On	Off	Off
Week 3	On	Off	On	On	On	Off	Off
Week 4	On	On	Off	On	On	Off	Off
Week 5	On	On	On	Off	On	Off	Off

37. Schedule 2: Casual Rates:

These rates will commence from the first pay period seven (7) days after the new agreement has been approved by the Fair Work Commission.

Classification Levels	Casual Hourly Rate
6	\$37.95
5	\$35.43
5A	\$33.01
4	\$30.36
3	\$27.84
2	\$26.38
Entry	\$25.38

Please refer to clause 6 of the agreement for full classification descriptions.



38. Schedule 3: Work on Rostered Days Off (RDO's):

If your roster is over only four days of the week or less, you can work on your rostered day off.

Where Work is Voluntary

Base hourly rates of pay are paid for normal rostered hours worked.

If work continues beyond normal rostered hours, it is paid for at double time (100% loading) of the base hourly rate thereafter.

Please note you can choose to elect Time Off in Lieu (TOIL) for overtime worked based on a time for time bank system.

Where Work is a Requirement

Time and a half (50% loading) of the base hourly rate is paid for normal rostered hours worked, unless you have not actually worked all of your other four rostered ordinary days of the pay week and in this case base hourly rates of pay apply.

Sometimes employees present before normal starting time in the hope of gaining extra work on their RDO. When this happens, we will do our best to find work, although we cannot guarantee it will be at your normal pay classification level.

Where you work more than 35 number of RDOs per year, you will be paid time and a half (50% loading) for the first three hours and double time (100% loading) thereafter.

31 October 2016

Fair Work Commission



AG2016/5819- Application for approval of the Teys Australia Tamworth Production Employees Agreement

We provide the following undertakings in relation to the above application:

Clause 32

Replace the last sentence of this clause with:

At any of the meetings, you can choose to have a personal support person or a representative with you.

Yours sincerely,


Kirsty Jackson
Company Secretary
Teys Australia Pty Ltd