



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Thomas Foods International Tamworth Pty Ltd t/a TFI Tamworth Pty Ltd
(AG2019/5047)

THOMAS FOODS INTERNATIONAL TAMWORTH PTY LTD PRODUCTION EMPLOYEES ENTERPRISE AGREEMENT 2019

Meat Industry

DEPUTY PRESIDENT MANSINI

MELBOURNE, 5 MARCH 2020

Application for approval of the Thomas Foods International Tamworth Pty Ltd Production Employees Enterprise Agreement 2019.

[1] TFI Tamworth Pty Ltd has applied for approval of a single enterprise agreement known as the *Thomas Foods International Tamworth Pty Ltd Production Employees Enterprise Agreement 2019* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, the Commission raised concerns about the specified nominal expiry date of the Agreement being a date beyond that proscribed at s.186(5), whether the pre-approval requirements were met, the Agreement contravenes s.55 of the Act and passes the better off overall test. Further information was provided in relation to these concerns.

[3] Written undertakings were given in accordance with s.190 of the Act and are attached at Annexure A (Undertakings). The bargaining representatives did not oppose the Undertakings. 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. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[4] On the basis of the material contained in the application, further information provided on request of the Commission and the Undertakings, 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.

[5] The Australasian Meat Industry Employees Union Newcastle & Northern NSW Branch, being a bargaining representative for the Agreement, has given notice under s.183 of the Act. In accordance with s.201(2), I note that the Agreement covers this organisation.

[6] The Agreement was approved on 5 March 2020 and, notwithstanding clause 4.1 and in accordance with s.54, will operate from 12 March 2020. The nominal expiry date of the Agreement is 5 March 2024.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2019/5047

Applicant:

Thomas Foods International Tamworth Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Morna Young (TFI Group HR Manager) on behalf of Thomas Foods International Tamworth Pty Ltd give the following undertakings with respect to the Thomas Foods International Tamworth Pty Ltd Food Process Workers Enterprise Agreement 2019 (the **Agreement**):

1. I have the authority given to me by Thomas Foods International Tamworth Pty Ltd to provide these undertakings in relation to the application before the Fair Work Commission. The relevant award is the Meat Industry Award 2010 (MIA). The undertakings are listed below.

2. **Agreement clause 4.1**

The Applicant undertakes to refrain from relying upon or applying clause 4.1 of the Agreement and to apply the Agreement at all times as containing the following provision:

'This Agreement will commence operation seven (7) days after it is approved by the Fair Work Commission and will have a nominal expiry date which is four years after it is approved by the Commission.'

3. **Agreement clause 6.5**

The Applicant undertakes to apply the Agreement in a way that adds and applies the following sentence to the existing text in Agreement clause 6.5 after the fourth sentence:

'An absence under this clause does not include an authorised absence of annual leave, family and domestic violence leave, community service leave, personal leave, parental leave or paid compassionate leave.'

4. **Agreement clause 7.5**

The Applicant undertakes to refrain from relying upon or applying clause 7.5 of the Agreement.

The Applicant undertakes that if the Applicant offers, and an employee accepts, ancillary general labouring work which is covered by the *TFI Tamworth Pty Ltd Maintenance Technician Enterprise Agreement 2019*, any such engagement will be considered as a casual engagement under that Agreement.

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5. **Agreement clause 10.1**

The Applicant undertakes to apply the Agreement in a way that adds and applies the following sentence to the existing text in Agreement clause 10.1 STEP 1:

'An employee may be represented by any person of their choosing in accordance with this clause.'

6. **Agreement clause 19.5**

The Applicant undertakes to apply the Agreement in a way that adds and applies the following sentence to the existing text in Agreement clause 19.5:

'An employee must at all times have a minimum balance of 4 weeks' annual leave in their leave bank.'

7. **Agreement clause 22.4**

The Applicant undertakes to apply the Agreement in a way that adds and applies the following sentence to the existing text in Agreement clause 22.4:

'The payment for cashed out Personal/Carer's leave must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.'

8. **Agreement clause 28**

The Applicant undertakes that it will only suspend an employee without pay up to a maximum of ten (10) working days in circumstances where an employee has failed a drug and/or alcohol test, as an alternative to dismissal.

9. These undertakings are provided on the basis of issues raised by the Deputy President in the application before the Fair Work Commission (Commission), and will be attached to the Agreement if approved by the Commission.

Signature

MORNA P. YOUNG

Name

GROUP HR MANAGER, THOMAS FOODS,

Title

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18 FEB 2020

Date

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Note - this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy of the undertakings can be found at the end of the agreement.



**THOMAS FOODS INTERNATIONAL TAMWORTH PTY LTD
PRODUCTION EMPLOYEES ENTERPRISE AGREEMENT 2019**



"Feeding Families Globally"

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Thomas Foods International Tamworth Pty Ltd Production Employees Enterprise Agreement 2019

1 DEFINITIONS WHICH APPLY IN THIS AGREEMENT

When you see the word(s):

- 1.1 "We", "us", "our", "Company", "Employer" or "Abattoir", it means or refers to Thomas Foods International Tamworth Pty Ltd.
- 1.2 "You", "your" and "Employee" means or refers to you, the Employee covered by this Agreement.
- 1.3 "Agreement" means this Thomas Foods International Tamworth Pty Ltd Production Employees Enterprise Agreement 2019.
- 1.4 "Act" means the *Fair Work Act 2009* (Cth) as amended from time to time.
- 1.5 "The Parties" means and refers to you, the Employees, and us the Company, together.
- 1.6 "Production Employees" means an employee performing tasks as set out in Schedule 1 of this Agreement.
- 1.7 "Award" means the Meat Industry Award 2010 at the time this Agreement is approved by the Commission.
- 1.8 The Agreement Ordinary Hourly Rate ("AOHR") is calculated at not less than the Award rate of pay for the particular Classification on the basis of a 7.6 hour per day plus an additional 0.4 of an hour per day calculated at time and one half then divided by eight as reflected in Schedule 2 and applies to all time except overtime.
- 1.9 Agreement Ordinary Rate of Pay has the corresponding meaning.
- 1.10 **Agreement Ordinary Hours of Work**
 - 1.10.1 The Agreement Ordinary Hours (AOH) average 40 hours per week being an average of 160 hours per 28 day period. The Employees agree this is reasonable.
 - 1.10.2 Agreement Ordinary Hours as part of a roster include work from Monday to Friday between 4.00am and 8.00pm.
 - 1.10.3 Agreement Ordinary Hours as part of a roster include work on Saturdays up to 10 hours.
 - 1.10.4 No Employee will work more than ten (10) Agreement Ordinary Hours in one day.
- 1.11 **Overtime**
 - 1.11.1 All overtime worked will be paid in accordance with Clause 13 of this Agreement.
 - 1.11.2 Provided that, any occasional overtime performed on a Sunday will be paid at double time (as per Option 1 of the base rate Schedule 2) with a minimum payment of four hours.

- 1.11.3 Employees other than casuals may nominate overtime to be added to their Shut Down Leave Bank. If so, the Employee must in writing specify the particular overtime no later than 2 days after the overtime is performed (refer to Agreement clause 24.4).

1.12 Payments above the Agreement Ordinary Rate

- 1.12.1 Allowances, shift allowances, overtime, casual loadings and public holiday rates in this Agreement are paid in accordance with this Agreement.

2 OBJECTIVES AND AIMS

- 2.1 Thomas Foods International Tamworth Pty Ltd and its employees are committed to:

- 2.1.1 an understanding of mutual respect and co-operation and an acceptance of joint responsibilities to resolve any differences through the consultative process;
- 2.1.2 ensure all product produced by the Employer is processed in accordance with the Company's Quality Standards, DAWR Regulations/requirements Aus-Meat Standards and to the Specifications required by the respective Customers. The documents referred to in this sub-clause do not form part of the terms of this Agreement; and
- 2.1.3 cooperate in an ongoing review of work practices and to improve the Company's efficiency, productivity and Workplace Health and Safety record.

3 APPLICATION OF THE AGREEMENT

- 3.1 This Agreement shall apply to the Company and all its Employees that perform work in livestock receivables, slaughtering, meat processing, product chilling and freezing, product load out, skin processing, rendering, by-products, cleaning and ancillary employees, at the TFI Tamworth meat processing establishment, but excluding supervisors, managers and clerical and administrative staff.
- 3.2 Employees appointed as team leaders or leading hands will continue to be covered by this Agreement.
- 3.3 It is a condition of employment that Employees do not engage in industrial action during the prescribed nominal life of this Agreement.
- 3.4 A copy of this Agreement will be made available to all new employees during the induction process.
- 3.5 It is a condition of this Agreement that the Parties to the Agreement undertake not to pursue any extra claims until the expiry of the Agreement except where consistent with the terms of the Act.

4 COMMENCEMENT, DURATION AND REMUNERATION

- 4.1 This Agreement will commence operation seven (7) days after it is approved by the Fair Work Commission and will have a nominal expiry date which is four years thereafter.

4.2 Your remuneration is reflected in Schedule 2 – Pay Rates on commencement.

- Year 1 Anniversary +2.5%
- Year 2 Anniversary +2.5%
- Year 3 Anniversary +2.5%

4.3 Each July following the declaration by the Fair Work Commission in relation to minimum award rates, the Company will ensure that the Agreement Ordinary Hourly Rates in this Agreement are not less than the corresponding Award minimum rates in accordance with section 206 of the Act.

4.4 The Parties commit to commence negotiations for a new enterprise agreement no less than six (6) months prior to the nominal expiry of this Agreement. Should negotiations for a new enterprise agreement not achieve agreement prior to expiration of this Agreement, the wage and conditions of employment shall continue as at the date of nominal expiry.

4.5 The Agreement shall be displayed by the Company in places accessible to all Employees and copies made available upon request to all Employees.

5 THE EFFECT OF THIS AGREEMENT ON YOUR EMPLOYMENT

5.1 Terms and conditions

The Agreement contains all the terms and conditions of your employment. No Award or other industrial instrument will have effect and the Parties hereby exclude them unless expressly provided in this Agreement. The Act and the National Employment Standards (NES) apply.

This Agreement will be read in conjunction with the National Employment Standards. Where there is inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Company policies as varied from time to time will supplement the clauses in this Agreement. To the extent that there is inconsistency between Company policies and this Agreement, the Agreement will prevail. Company policies do not form part of the terms of this Agreement.

6 BASIC RESPONSIBILITIES OF ALL EMPLOYEES

There are some fundamental responsibilities that you have to us. These include:

- 6.1 To do all work to the best of your ability, skill and competence and to our satisfaction.
- 6.2 To carry out your work at places at TFI Tamworth as requested by us.
- 6.3 To comply with our policies, practices or procedures as varied from time to time.
- 6.4 To do your best to promote, and not harm, our business, interests and reputation.
- 6.5 To not absent yourself from the workplace, without our permission. An absence from work for a continuous period exceeding three (3) working days without notification to us will be deemed evidence that you have abandoned your employment. Termination of employment will then automatically occur after those three days. Such abandonment justifies summary dismissal. Notwithstanding this, should the employee contact the

Company within one month of abandonment, the Intervening circumstances will be genuinely considered by the Company and reinstatement may occur at our discretion and shall not be unreasonably withheld.

- 6.6 To comply with our hygiene standards at all times.
- 6.7 To comply with all of our reasonable instructions in order to protect both your own work, health and safety and the work, health and safety of other employees and that of any other person having dealings with us at the workplace.
- 6.8 To not smoke cigarettes or other tobacco or other substances on site (other than in designated smoking areas), which includes all property and vehicles owned by us. This includes e-cigarettes or similar devices.
- 6.9 To uphold our zero tolerance requirement regarding drugs and alcohol or any other substance which may affect your ability to work.
- 6.10 To not consume or possess un-prescribed drugs or alcohol while at work. You must inform us, prior to commencing work, if you are under the influence of drugs (prescribed or non-prescribed), alcohol or any other substance, which may affect your ability to work.
- 6.11 To submit to random drug and alcohol tests in the workplace and / or attend a doctor nominated by us for a full medical examination if requested by us and pass onto the Company the results of that test(s). The examination may also include a drug and alcohol test. This will automatically be required if you are involved in an accident or near miss in the workplace.
- 6.12 To not disclose in any way to anyone outside of the Company and to keep confidential any "Confidential Information" you become aware of through your employment with us. "Confidential Information" includes all information relating to our business or operational interests, our methodology and affairs, financial information and anything else we notify you as being confidential. Nothing in this clause precludes you from divulging information about this Agreement to any other person.

7 EMPLOYEE CLASSIFICATION, WORK ALLOCATION, PROBATIONARY/QUALIFYING PERIOD

- 7.1 Employees are generally classified in accordance with Schedule 1.
- 7.2 The specific allocation of tasks, combinations of tasks and/or components of tasks will be at our direction considering operational requirements. You will be paid at the appropriate rate for the specific classification that you are required to perform on any given day.
- 7.3 On commencement new employees covered by this Agreement will be subject to a probationary period of six (6) calendar months. The purpose of the qualification period is to determine our suitability to work together. During the qualification period, the Company may terminate the employment without any further liability upon the provision of one (1) week's notice or payment in lieu.
- 7.4 Award "Higher Duties" do not apply on the basis that if an Employee is, for example, 'acting' or being trained in a higher classification, they receive the appropriate higher level of remuneration in accordance with the work they are performing for the shift.
- 7.5 Should you choose to accept ancillary general labouring work in addition to your substantive duties and hours (e.g. weekend work assisting Maintenance Employees) that work will be paid at Level 3 (as per Option 1 of the base rate of Schedule 2).

8 TEAM CONSULTATION

8.1 This term applies if the employer:

- 8.1.1** Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- 8.1.2** Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

8.2 For a major change referred to in paragraph 8.1.1:

- 8.2.1** The employer must notify the relevant employees of the decision to introduce the major change; and
- 8.2.2** Subclauses 8.3 to 8.9 apply.

8.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.4 If:

- 8.4.1** a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 8.4.2** the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

8.5 As soon as practicable after making its decision, the employer must:

8.5.1 Discuss with the relevant employees:

- 8.5.1.1** the introduction of the change; and
- 8.5.1.2** the effect the change is likely to have on the employees; and
- 8.5.1.3** measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

8.5.2 For the purposes of the discussion – provide, in writing, to the relevant employees:

- 8.5.2.1** all relevant information about the change including the nature of the change proposed; and
- 8.5.2.2** information about the expected effects of the change on the employees; and
- 8.5.2.3** any other matters likely to affect the employees.

8.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 8.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 8.2.1 and subclauses 8.3 to 8.5 are taken not to apply.
- 8.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:
- 8.9.1 the termination of the employment of employees; or
 - 8.9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 8.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 8.9.4 the alteration of hours of work; or
 - 8.9.5 the need to relocate employees to another workplace; or
 - 8.9.6 the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 8.10 For a change referred to in paragraph 8.1.2:
- 8.10.1 the employer must notify the relevant employees of the proposed change; and
 - 8.10.2 subclauses 8.11 to 8.14 apply.
- 8.11 If:
- 8.11.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 8.11.2 the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 8.12 As soon as practicable after proposing to introduce the change, the employer must:
- 8.12.1 discuss with the relevant employees the introduction of the change; and
 - 8.12.2 for the purposes of the discussion – provide to the relevant employees:
 - 8.12.2.1 all relevant information about the change, including the nature of the change; and
 - 8.12.2.2 information about what the employer reasonable believes will be the effects of the change on the employees; and
 - 8.12.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and

- 8.12.3 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.13 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 8.15 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 8.1.

9 JOINT CONSULTATIVE & WORK HEALTH AND SAFETY COMMITTEES

We will establish and maintain procedures for consultation in the workplace between our employees and us. As part of this process, we will examine ways to improve Work Health and Safety at the workplace and review Company operational issues, procedures and policies. Members of the Workplace Consultative Committee must be employees of the company and will be nominated and voted in by their work colleagues.

The Parties agree that it is preferable the Committee members are from a spread across the operational areas. A quorum is established if three members attend provided one is the nominee of the Company. The maximum number of members of the workplace consultative committee will be kept to a reasonable number at the Company's reasonable discretion.

10 RESOLVING WORKPLACE DISPUTES

This dispute resolution procedure is implemented to address any disputes, disagreements and all issues that relate to this Agreement and your working relationship with the Company. You and we will follow this procedure to resolve workplace concerns or disputes.

10.1 Process to be followed

- STEP 1:** Any question, dispute or difficulty (hereafter called the "dispute"), shall be brought to the immediate attention of the supervisor on duty in the relevant section of the Company in an effort to settle the matter. Employees may be represented by another employee of their choice or, if requested, their union official.
- STEP 2:** If the dispute remains unresolved after such preliminary discussion, the matter shall be referred to the next senior supervisory Employee in charge at the earliest occasion.
- STEP 3:** If the dispute is not resolved after following Steps 1 and 2, the matter will be referred at least orally, but where practicable in writing, to the Plant Manager or to his/her nominee who will confer with the Employee and/or their elected representative, as per step 2, in an effort to settle the dispute.

At this stage, if the matter remains unresolved, attempts shall be made to agree on interim measures which can be used to mitigate the effects of the dispute until such time as Steps 4 and/or 5 can be followed.

- STEP 4:** If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been

taken, the dispute may be referred to Fair Work Commission by either party for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration.

It is a term of this Agreement that while the dispute resolution procedure is being conducted, work shall continue normally unless an Employee has a genuine concern about an imminent risk to his or her health or safety.

The decision of the Fair Work Commission will bind the Parties, subject to either Party exercising a right of appeal pursuant to the Act.

- STEP 5: At all times, you have the right to directly approach the Workplace Consultative Committee members or the Plant Manager of the Company to address a problem.
- STEP 6: It is a condition of this procedure and the Act, that no unprotected industrial action (as prescribed by the Act) of any kind shall occur.
- STEP 7: The Employee and the Plant Management agree to abide by the terms and conditions of this Agreement, and all time lost for Employee meetings called by Employees shall be made up.
- STEP 8: In the event of any alleged serious safety or unsafe working condition additional to normal and accepted work practices at the Plant, the Management shall immediately investigate any such allegation in consultation with Chairperson of the Safety Committee to confer on any alleged safety issue.

This clause of this Agreement will be applied to disputes about any matter arising under the Agreement and in relation to the National Employment Standards.

11 OUR MUTUAL OBLIGATIONS TO TRAINING

- 11.1 The Company does not and will not engage any trainees or apprentices pursuant to the *Apprenticeship and Traineeship Act 2001* (NSW).
- 11.2 You may be required to undertake training to ensure you have all the skills and competencies needed to perform all of the tasks required of a Production Employee either via formal or on the job training.
- 11.3 Employees who are undertaking on the job training will be requested to perform tasks at chain or production speed when they have received appropriate training and have been recognised by their Supervisors and/or Training Officers to be capable of performing tasks safely and to within acceptable quality requirements.
- 11.4 We will meet the costs of all training required by us.
- 11.5 You may be required to assist other team members to develop work skills and procedures as and when required by us.
- 11.6 Promotion will be determined by an employee's attitude, work performance, skill, length of service and suitability. Prior to being promoted to a new position within the Company, you may be asked to attend a medical examination.

12 CATEGORIES OF EMPLOYMENT, ALLOWANCES

12.1 Casual Employee

- 12.1.1 This means that you are not a permanent Employee.
- 12.1.2 You are engaged and paid by the hour at the applicable ordinary rate of pay shown in Schedule 2, plus the 25% casual loading.
- 12.1.3 An employee engaged as a casual employee will be deemed a casual employee for all purposes pursuant to the Act and this Agreement.
- 12.1.4 You are not entitled to paid leave, notice of termination or redundancy pay.
- 12.1.5 Allowances, including shift allowances, overtime, weekend rates, loadings, public holiday rates and loadings (howsoever described) will be cumulative, or non-cumulative, upon the 25% casual loading in accordance with the corresponding Award conditions subject to this Agreement.
- 12.1.6 Casual employees, when engaged, will have a minimum daily engagement of four hours.
- 12.1.7 Regular casual employees have the right to request casual conversion to full or part time status in the terms of clause 15.14 of the Award
- 12.1.8 Employees paid the casual loading agree that the 25% loading may be used to offset in any claim they are not casual employees.

12.2 Full-Time Permanent Employee

This means that you are engaged by the week and work an average of 40 Agreement Ordinary Hours per week. The ordinary rates of pay set out in this Agreement have been calculated on the basis of 38 non-overtime hours per week, plus an additional two (2) hours per week which have been calculated at overtime rates. These amounts have then been added together to obtain the Agreement Ordinary Hourly Rates reflected in Schedule 2.

12.3 Part-Time Permanent Employee

A part-time Employee is an Employee ordinarily engaged to work less than 38 ordinary hours per week. All entitlements accrue pro-rata. Part time employees have reasonably predictable hours of work of not less than four consecutive hours on any day.

Payment and conditions will be pro-rata that of a full time employee who performs the same kind of work. The reasonably predictable ordinary hours of work may be altered by agreement or upon 36 hours' notice by the Employer upon consultation in accordance with this Agreement.

12.4 Entry Level Employee

An Employee at this level will be a person with little or no experience in the meat processing industry and/or undergoing on the job training. This level applies to Employees new to the Company after commencement of the operation of this Agreement.

12.5 Allowances

In addition to the rates otherwise set out in this Agreement the following allowances will be paid.

- First Aid Allowance
- Meal Allowance
- Cold Allowance

12.5.1 A First Aid allowance of not less than the Award will be paid to an appropriately qualified and appointed Employee.

12.5.2 Meal allowances will be provided in accordance with the terms of the Award.

12.5.3 Where any Employee would attract the 'cold temperature allowance' under the Award, the employee is compensated by being classified at the higher Level 2.

12.5.4 Leading hand remuneration. Throughout each processing department there may be requirements to appoint leading hands to assist the supervisory team in meeting the operational and training requirements across the plant. Leading hands will receive allowances of no less than \$10.00 per day.

12.6 Shift Work

12.6.1 An Afternoon Shift is one that occurs in accordance with option 13.7 of this Agreement.

12.6.2 A Night Shift is one that occurs in accordance with option 13.8 of this Agreement.

12.6.3 Shift allowances have been calculated and included in the Schedule 2 Pay Rates Table.

13 ROSTERS - OUR MUTUAL FLEXIBILITY TOWARDS HOURS OF WORK

Weekly rosters may be varied by the Company upon the provision of no less than 36 hours' notice upon consultation in accordance with clause 8.1.2 of this Agreement or otherwise by agreement with the majority of Employees.

13.1 All additional hours to Agreement Ordinary Hours referred to in this clause will be conducted in accordance with the criteria prescribed at s 62(3) of the Act summarised as follows:

- any risk to health and safety from working the additional hours;
- your personal circumstances, including family responsibilities;
- the needs of the workplace or enterprise in which you are employed;
- whether you are entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

- any notice given by the Company of any request or requirement to work the additional hours;
- any notice given by you to refuse to work the additional hours;
- the usual patterns of work in this industry in which you work;
- the nature of your role and your level of responsibility;
- whether the additional hours are in accordance with the averaging terms included under section 63 of the Act in this Agreement that apply to you; and
- any other relevant matter as is determined pursuant to the Act
- Any work performed outside the spread of ordinary hours is to be paid for at overtime rates. However, any work performed by an employee prior to the spread of ordinary hours, which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work may, at the employer's discretion, be regarded as part of the ordinary hours of work. This applies to all working Options.

13.2 Option 1 – Day Shift (8 hrs)

- 13.2.1 Employees work Monday to Friday.
- 13.2.2 The commencement time for each shift is on or after 5.00am.
- 13.2.3 Each employee works five days per week at eight Agreement Ordinary Hours per day.
- 13.2.4 Employees may be required to work one hour of overtime per day paid at 150%.
- 13.2.5 Subject to clause 13.1, an additional eight hour Saturday of overtime work per week may be required which will be paid at 150%.

OR

13.3 Option 2 – Day Shift (10 hrs)

- 13.3.1 Employees work on any four days between Monday to Saturday pursuant to a roster.
- 13.3.2 The commencement time for each shift is from 4.00am to 5:00am.
- 13.3.3 Each employee works four days per week at ten Agreement Ordinary Hours per day.
- 13.3.4 Employees may be required to work thirty minutes per day overtime paid at 150%.
- 13.3.5 Subject to clause 13.1, an additional ten hour day of work Monday to Saturday per week may be required which will be paid at 160%.

OR

13.4 Option 3 – Day Shift (10 hrs)

- 13.4.1 Employees work on any four days between Monday to Saturday pursuant to a roster.
- 13.4.2 The commencement time for each shift is from 5.00am to 6:00am.
- 13.4.3 Each employee works four days per week at ten Agreement Ordinary Hours per day.
- 13.4.4 Employees may be required to work thirty minutes per day overtime paid at 150%.
- 13.4.5 Subject to clause 13.1, an additional ten hour day of work Monday to Saturday per week may be required which will be paid at 160%.

OR

13.5 Option 4 – Day Shift (10 hrs)

- 13.5.1 Employees work on any four days between Monday to Friday pursuant to a roster.
- 13.5.2 The commencement time for each shift is from 4.00am to 5:00am.
- 13.5.3 Each employee works four days per week at ten Agreement Ordinary Hours per day.
- 13.5.4 Employees may be required to work thirty minutes per day overtime paid at 150%.
- 13.5.5 Subject to clause 13.1, an additional ten hour day of work Monday to Saturday per week may be required which will be paid at 170%.

OR

13.6 Option 5 – Day Shift (10 hrs)

- 13.6.1 Employees work on any four days between Monday to Friday pursuant to a roster.
- 13.6.2 The commencement time for each shift is from 5.00am to 6:00am.
- 13.6.3 Each employee works four days per week at ten Agreement Ordinary Hours per day.
- 13.6.4 Employees may be required to work thirty minutes per day overtime paid at 150%.
- 13.6.5 Subject to clause 13.1, an additional ten hour day of work Monday to Saturday per week may be required which will be paid at 160%.

OR

13.7 Option 6 – Afternoon Shift (8 hrs)

- 13.7.1 Employees work Monday to Friday five days per week.
- 13.7.2 Employees work eight Agreement Ordinary Hours per day.

- 13.7.3 Each shift commences no earlier than 2:00pm and finishes no later than 11:59pm.
- 13.7.4 Employees may be required to work one hour per day overtime paid at 150%.
- 13.7.5 Employees may be required to work a Saturday Afternoon shift as overtime when production demands require and all hours worked will be paid at 160% of the loaded Afternoon Shift rate.

This requirement will be capped at 26 Saturday Shifts per calendar year.

- 13.7.6 Afternoon Shift meat processing employees will not be required to work public holidays, provided that on occasion should a part of an Afternoon Shift continue into a public holiday, the Afternoon Shift worker will be paid the loadings in accordance with Award clause 40.2 for the hours worked on the public holiday.

13.8 Option 7 – Night Shift (8 hrs)

- 13.8.1 Employees work Monday to Friday five days per week.
- 13.8.2 Employees work eight Agreement Ordinary Hours per day.
- 13.8.3 Each shift commences no earlier than 9:00pm and finishes no later than 6:00am.
- 13.8.4 Employees may be required to work one hour per day overtime paid at 150%.
- 13.8.5 Employees may be required to work a Saturday Night shift as overtime when production demands require and all hours worked will be paid at 170% of the loaded Night Shift rate.
- 13.8.6 Night Shift meat processing employees will not be required to work public holidays, provided that on occasion should a part of a Night Shift continue into a public holiday, the Night Shift worker will be paid the loadings in accordance with Award clause 40.2 for the hours worked on the public holiday.

14 MEAL BREAKS AND REST BREAKS

- 14.1 You will have an unpaid mandatory meal break of not less than 30 minutes and not more than one (1) hour & ten (10) mins provided that you work at least five (5) hours on any one (1) day or shift. The time and duration of meal breaks can be varied by agreement considering personal and operational requirements. No employee will be recalled to work during a meal break.
- 14.2 The time and duration of other unpaid breaks (rest breaks) will be at our discretion considering operational requirements.
- 14.3 The Employees agree to forgo any paid rest break.

15 SUPERANNUATION

- 15.1 We will contribute superannuation on your behalf to any approved superannuation fund that can accommodate electronic funds transfer (EFT). The default fund will be the

AMIST fund, or such other fund as nominated by us in accordance with the rates prescribed by federal superannuation legislation as prevailing from time to time.

- 15.2 Employee (non-employer) contributions are available from commencement. Upon application and with our consent, Employees may elect to "salary sacrifice" part of their wages into superannuation.

16 STAND-DOWN AND SEASONAL CLOSURES

- 16.1 Notwithstanding anything elsewhere contained in this agreement, the employer shall have the right to deduct payment for any day or part day on which an employee cannot be usefully employed, because of one of the following circumstances:
- 16.1.1 any industrial action (except action organised or engaged in by the employer); or
 - 16.1.2 a breakdown in machinery or equipment if the employer cannot reasonably be held responsible for the breakdown; or
 - 16.1.3 the unavailability of adequate numbers of suitable livestock; or
 - 16.1.4 a stoppage of work for any cause for which the employer cannot reasonably be held responsible.
- 16.2 'Suitable livestock' means livestock which are of an appropriate species, size, condition and gender for processing in the ordinary course of the employer's business.
- 16.3 Where the employer stands down full time and/or part time employees, as the direct result of seasonal factors affecting the meat industry or shortages of livestock, the employer shall not be required to pay severance pay to the employees affected.
- 16.4 Notwithstanding 16.3, where the premises (or departments of such premises) have been closed for a continuous period of eight (8) months for such reason, then such closure shall be deemed to be permanent and severance payments shall apply in accordance with the provisions of the NES.

17 REMUNERATION

You will be remunerated in accordance with the level of task performed on any given day as set out in Schedule 1 of this Agreement.

18 PAYMENT OF WAGES

Payment of wages will be by electronic transfer on a weekly basis (in arrears), into a maximum of two (2) recognised financial institution bank accounts nominated by you. The pay period is Monday to Sunday, seven (7) days thereafter.

LEAVE ENTITLEMENTS

19 ANNUAL LEAVE

- 19.1 Employees other than casuals shall be entitled to four weeks' of Annual Leave per year (pro-rata for part-time Employees).
- 19.2 Annual leave will be paid at the Agreement Ordinary Hour rate. For example, a full time employee will be paid 40 hours per week at the Agreement Ordinary Rate, pro-rata for part time employees.

- 19.3 Annual Leave is cumulative.
- 19.4 Annual leave loading will be paid at the rate of 17.5% at the appropriate classification rate of pay for the Employee at the time of taking annual leave. Shift workers receive either the 17.5% or the shift allowance whichever the greater but not both.
- 19.5 Every 12 months, you may apply in writing to cash out any annual leave that has exceeded a minimum balance of 4 weeks. The payment for cashed out annual leave must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- 19.6 You may be directed by us to take a portion of your Annual Leave entitlement where you have accrued up to two years' worth of leave in accordance with the Act.
- 19.7 Annual Leave is otherwise to be taken by you at times agreed with us.
- 19.8 Annual Leave will apply to payment on termination for completed months of service.
- 19.9 As per the national Employment Standards (NES) employees must access accrued Annual Leave prior to unpaid leave.
- 19.10 Shift workers are defined in accordance with clause 37.2 of the Award for the purposes of annual leave. Shift workers as defined shall receive annual leave in accordance with the NES and the Act.

20 FAMILY AND DOMESTIC VIOLENCE LEAVE

Employees are entitled to unpaid Family and Domestic Violence Leave in accordance with clause 42 of the Award.

21 COMMUNITY SERVICE LEAVE

- 21.1 An Employee who engages in a community service activity as prescribed for in the National Employment Standards (such as jury duty or volunteer emergency service) will be entitled to approved leave for: the period of time they are engaged in the activity, reasonable travelling time associated with the activity and reasonable rest time immediately following the activity. If agreed and requested by the Employee in writing, unpaid leave for the purpose of volunteer emergency service can be paid from accrued paid Annual Leave entitlements.
- 21.2 A volunteer emergency service includes: fire-fighting, ambulance, civil defence or rescue service. An Employee must be a voluntary member of the service and provide evidence that would satisfy a reasonable person of their engagement in emergency activities.
- 21.3 In the case of Jury Duty, an Employee other than a casual is entitled to paid leave for the first ten (10) days of such service providing satisfactory proof is furnished to the employer. Payment in these circumstances shall be the difference between what the Court pays and what would have reasonable been earned had the Employee been at work.

22 PERSONAL/CARER'S LEAVE

- 22.1 Employees other than casuals will be entitled to ten (10) paid days of Personal/Carer's Leave per year (pro-rata for part time Employees) which will accrue progressively based on an employee's ordinary hours worked.

22.2 You will be entitled to use your entitlement to Personal/Carer's Leave in the following circumstances:

- Where you are suffering from a personal illness or injury; and/or
- Where you need to provide care or support to an immediate family or household member as defined by the Act due to a personal illness or injury affecting the member, or an unexpected emergency affecting the member.

22.3 Personal/Carer's Leave is cumulative and any remaining balance will be paid out upon resignation but is not payable upon termination.

22.4 Every 12 months, you may make a request in writing to cash out that part of your Personal/Carer's leave that has exceeded a minimum balance of 15 days. In no circumstances will a pay out of Personal/Carer's leave be permitted except where it is allowable in the Act.

22.5 For absence of two (2) or more days taken as Personal/Carer's leave, you must provide us with a medical certificate from a legally qualified medical practitioner or a statutory declaration sworn by you to our satisfaction which confirms your reason for taking Personal/Carer's Leave. Where you do not produce satisfactory evidence, we reserve the right to withhold payment for your absence. Exceptions to this clause include but are not limited to the following:

- An Employee will be required to provide a medical certificate or statutory declaration for one (1) day of absence where it is deemed that the Employee has a history of excessive absenteeism.
- An Employee will be required to provide a medical certificate or statutory declaration for one (1) day of absence when the Employee has less than one day of Personal/Carer's Leave available.

22.6 An Employee must provide a medical certificate in order to be paid for Personal/Carer's Leave that occurs on the day before or after a Public Holiday, Annual leave or RDO.

22.7 In accordance with the provisions of the Act, Employees are entitled to take up to two (2) days of unpaid carer's leave. Such unpaid carer's leave is available on each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of the personal illness or injury or because of an unexpected emergency affecting that person. This entitlement to unpaid carer's leave is subject to a number of notice requirements that are set out in the Act including providing proof to substantiate the need to take carer's leave if so requested.

22.8 Unpaid carer's leave can be taken in a single unbroken period of two (2) days, or alternatively, it can be taken in any separate periods agreed on by the Company and the Employee.

22.9 Unpaid carer's leave is not available if the Employee has an entitlement to paid personal leave.

23 PARENTAL LEAVE

All Employees (including eligible casual employees) will be entitled to parental leave in accordance with the relevant provisions of the Act and National Employment Standards. Parental leave encompasses up to 52 weeks of unpaid maternity leave, paternity leave and adoption leave. The Company will provide information regarding parental leave entitlements

upon request from any eligible Employees who require it. An additional 52 weeks of unpaid parental leave may be applied for and taken in accordance with the National Employment Standards of the Act.

24 SHUT DOWN AND LEAVE BANK

- 24.1 We will give you as much notice as possible of any shut down.
- 24.2 You may nominate any overtime you perform to be credited to your Shut Down Leave Bank.
- 24.3 During periods of shut down, you may be instructed to not report for duties during which you will not be entitled to remuneration. However, during periods of shut down, you may also access annual leave entitlements or you may access your Shut Down Leave Bank.
- 24.4 Your Shut Down Leave Bank entitlement (if any) is calculated in gross dollars. The entitlement is calculated at the overtime rate of pay per hour applicable to you at the time the hours are worked.
- 24.5 You may access the accrued entitlement in your Shut Down Leave Bank when the plant shuts down.
- 24.6 You have the option, with our approval, to cash out the entitlements accrued in your Shut Down Leave Bank. Your request to cash out must be in writing. Payment will be made in the normal pay run process. Upon termination of employment for any reason, the Shut Down Leave Bank balance (if any) will be paid out. The Shut Down Leave Bank may be used for other absences.

25 PAID COMPASSIONATE LEAVE

- 25.1 An Employee shall be entitled to a period of two (2) day's compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:
 - 25.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or
 - 25.1.2 sustains a personal injury that poses a serious threat to his or her life; or
 - 25.1.3 dies.
- 25.2 The employee is required to supply to the employer any evidence that the employer reasonably requires of the illness, injury or death.
- 25.3 This clause shall have no operation whilst the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 25.4 Compassionate leave will be paid at the Agreement Ordinary Hour Rate (AOHR).
- 25.5 In the case of casual Employees such leave is unpaid.
- 25.6 A member of the immediate family includes a wife, husband, partner, father, mother, child, step child, brother, sister, mother in law, father in law, or grandparents.
- 25.7 For the purpose of this clause, the words 'wife', 'husband' and 'partner' shall not include a wife, husband or partner from whom the Employee is separated, but shall include a

person who lives with the Employee as a de facto wife, husband or partner (including same sex relationships).

26 PUBLIC HOLIDAYS

- 26.1 Employees, other than casuals, who are not required to work on a public holiday, are entitled to paid public holidays as prescribed in the Act. Such Employees will be paid the wages for the classification in which they were employed on the working day prior to the public holiday.
- 26.2 The plant will operate on the Queen's Birthday Public Holiday on a day shift roster only. Employees on that roster will be required to work, subject to section 114 of the Act.
- 26.3 The plant will operate on the Labour Day Public Holiday on a day roster only on a voluntary basis.
- 26.4 If a public holiday occurs, and if business considerations require it, the Company has the right to nominate that the observance of the public holiday for the purposes of this Clause will be transferred from the actual date of the public holiday to an alternative date as a substitute to the public holiday. The Company will not unreasonably transfer the observance of any public holiday unless mutually agreed with its Employees.
- 26.5 Employees working a public holiday will be paid their Agreement Ordinary Hourly rate and an additional loading as per Schedule 2 Table B.
- 26.6 Christmas Day and Anzac Day will not be worked.
- 26.7 Employees not rostered on a public holiday as part of their normal roster at the time and who do not work the public holiday receive nil pay.

27 LONG SERVICE LEAVE

Long service leave will be in accordance with the *Long Service Leave Act 1955 (NSW)*.

28 SUSPENSION

At the Company's sole discretion on disciplinary grounds we may suspend you without pay up to a maximum of ten (10) working days for any personal performance or behaviour that is not in keeping with the Company's expectations and requirements.

29 TERMINATION NOTICE (EMPLOYER)

- 29.1 If you are an Employee, other than a casual Employee, you are entitled to notice or payment in lieu of notice based on your years of completed service with us as follows:

<i>Years of Continuous Service</i>	<i>Notice</i>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 29.2 In addition to the above notice, you will receive an extra week if you are over 45 years of age and have at least two (2) years continuous employment with us at the time that notice is given.
- 29.3 Upon termination, employees are entitled to up to one day off as a job search entitlement without loss of pay during the notice period if the notice period is worked.

Time off under this clause is to be taken at times that are convenient to the employee after consultation with the Employer.

30 TERMINATION NOTICE (EMPLOYEE)

You must give us notice if you decide to terminate your employment based on your completed years of service as follows:

Years of Continuous Service	Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

If you fail to provide sufficient notice we are entitled to deduct from your termination pay the monetary equivalent of the notice which you have failed to give us or work.

31 RETURN OF COMPANY PROPERTY AND OUTSTANDING MONIES

Upon cessation or termination of employment for any reason you must return immediately all property belonging to us (e.g. protective clothing, equipment and tools). In instances where outstanding equipment is not returned, the financial value of the unreturned items will be deducted from the final payment of moneys made to you by us that is lawfully allowable. Similarly, any other outstanding monies owed by you to us will be deducted from the final payment of monies made to you.

32 REDUNDANCY

If you are a permanent Employee and your employment is terminated with us because we no longer require the job you have been performing to be performed by anyone, you will receive, in addition to the notice provided by this Agreement, the following amount of severance pay:

Less than 1 year	Nil
1 but less than 2 years	4 weeks' pay
2 but less than 3 years	6 weeks' pay
3 but less than 4 years	7 weeks' pay
4 but less than 5 years	8 weeks' pay
5 but less than 6 years	10 weeks' pay
6 but less than 7 years	11 weeks' pay
7 but less than 8 years	13 weeks' pay
8 but less than 9 years	14 weeks' pay
9 but less than 10 years	16 weeks' pay
10 years or more	12 weeks' pay

You will not be entitled to redundancy pay if you are offered alternative employment on substantially similar terms.

If, during the life of this Agreement, a different statutory right to severance pay is incorporated into the applicable Act, the new statutory right will replace this provision.

Upon redundancy of their position, the affected employee is entitled the job search entitlement in accordance with clause 17.3 of the Award.

33 WORKPLACE FLEXIBILITY

33.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the agreement deals with one or more of the following matters:

33.1.1 arrangements about when work is performed;

33.1.1.1 overtime rates;

33.1.1.2 penalty rates;

33.1.1.3 allowances;

33.1.1.4 leave loading; and

33.1.2 the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph 33.1.1; and

33.1.3 the arrangement is genuinely agreed to by the employer and employee.

33.2 The employer must ensure that the terms of the individual flexibility arrangement:

33.2.1 Are about permitted matters under section 172 of the *Fair Work Act 2009*; and

33.2.2 Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

33.2.3 Result in the employee being better off overall than the employee would be if no arrangement was made.

33.3 The employer must ensure that the individual flexibility arrangement:

33.3.1 Is in writing; and

33.3.2 Includes the name of the employer and employee; and

33.3.3 Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

33.3.4 Includes details of:

33.3.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and

33.3.4.2 how the arrangement will vary the effect of the terms; and

33.3.4.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

33.3.5 states the day on which the arrangement commences.

33.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

33.5 The employer or employee may terminate the individual flexibility arrangement;

33.5.1 By giving no more than 28 days written notice to the other party to the arrangement; or

33.5.2 If the employer and employee agree in writing – at any time.

34 ATTENDANCE BONUS

Thomas Foods International Tamworth Pty Ltd will pay an attendance bonus of \$12.50 per week to all eligible full-time employees. An eligible employee is an employee who during a Thomas Foods International Tamworth budget month has not been absent for any operational plant day or operational plant part day for any reason other than:

- Paid Annual Leave (Pre-approved)
- Paid Long Service Leave
- Approved unpaid leave


All full-time employees eligible for the attendance bonus will be paid the bonus monthly in week 1 of the following month of Thomas Foods International Tamworth Pty Ltd monthly budget.

35 JOURNEY INSURANCE


Whilst employed with Thomas Foods International Tamworth Pty Ltd, you will be insured while you are travelling directly to and directly from work, subject to the terms of the Company insurance policy.

36 SIGNATORY SECTION


**SIGNED FOR
AND ON BEHALF
of
Thomas Foods International
Tamworth
Pty Ltd**

Signed: 
Name : Darren Thomas
Position : Chief Executive
Address : Fullarton Road Dulwich South Australia
Dated : 16 / 12 / 2019 .

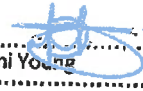
in the presence of:

Signed: 
Name : MORNA YOUNG
Address : LEVEL 2, 162 FULLARTON ROAD
ROSE PARK SA 5067
Dated : 16 / 12 / 2019 .

**SIGNED FOR
AND ON BEHALF
of
The
Employees**

Signed: 
Print Name : Wayne Corby
Address : 39 Kurrawan Street,
Suburb : South Tamworth NSW
Post Code : 2340
Authority to sign: Bargaining Representative
Dated : 12 / 12 / 2019

in the presence of:

Signed: 
Print Name : Toni Young
Address : 185 Sandy Rd,
Kootingal NSW 2352
Dated : 12 / 12 / 2019

**SIGNED FOR
AND ON BEHALF
of the AMIEU**

Signed :
Print Name :
Address :
Suburb :
Post Code :
Authority to sign:
Dated : / /

in the presence of:

Signed :
Print Name :
Address :
Dated : / /

Schedule 1 PRODUCTION EMPLOYEES CLASSIFICATIONS

Small Stock Slaughtering		
Level	Tasks	Comments
1	Not Applicable	
2	Y-Cut, Air knife A (Clear neck/under neck & shoulders) Air knife B (Clear fore legs/drop socks) Air knife C (Clear brisket) Manual pelt removal , Open cavity, Bung drop, Gut removal, Pluck removal, Senior chiller officer	
3	Stunner, Shackler, Skin split (Brisket wool/Neck wool), Tongue removal, Scale operator/Fat score, Offal separation (Red), Mark & pull shoulders (Prepare for punching arms).	All Employees on level 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
4	Tongue trimmer packer (1 operator), Cheeker, Rodder, Punching arms, Retain trimmer, Neck & brisket trimmer, , Wool trim after puller, Stick wound trim, Tail trimmer (removal), Trim rail operators, ZT Checker, Kidney popper, Runner/Paunch separation, Offal separation (green), Wax eyes, Ear tag removal, Dentition/photos, Brisket Saw	All Employees on level 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
5	General labouring tasks including but not limited to: Chiller loading, Tongue trim/Packer (2 operators), Hock cutter, Shoulder puller operator, , Floor person, Bung plug, Head cutter – manual, Spreader/Dentition, Vac san operator manual, Slide & Gambrels, Hook room, Stamper, Sweet bread, Kidney fat removal, Fat score only, Seal pizzal	All Employees on level 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
6	Entry level Employee – Qualification period (6 months)	

Small Stock Cutting & Processing

Level	Tasks	Comments
1	Sawyer, Permanent member of saw team (competent in all sawing tasks), Mutton fleecers	Learner sawyer to be paid existing rate until competent & proficient in all sawing tasks. In case where yields are less than standard, sawyer will be paid level 2
2	Boners Shoulder/Legs/Loins	Boners engaged at this level must be passed as competent & proficient in all boning tasks. All Employees on level 2, 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent & proficient in writing by the supervisor before advancement can occur.
3	Bone shoulder/, Bone loins/ Bone Legs, Slicers, General trimming tasks	Competent & proficient in some but not all boning tasks. All Employees on level 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent & proficient in writing by the supervisor before advancement can occur.
4	Pre trim, Rack trimmers, Loin trimmer, Primal trimmers, knife duties, Rotary operator, Cryovac checker, Scale operators, Mutton scribe saw, Chine bone machine, Lamb Denuder/Skinning machine, cleaner	All Employees on level 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent & proficient in writing by the supervisor before advancement can occur.
5	General labouring tasks including but not limited to: Mutton Denuder/Skinning machine operator (only), Product packers, Cryovac pack off, Carton room operators, Floor person, Chiller pusher	
6	Entry level Employees – Qualification period (6 months)	

Further Meat Processing

Level	Tasks	Comments
1	Sawyer	Competent & proficient in all sawing tasks Learner sawyer to be paid existing rate until competent & proficient in all sawing tasks. In case where yields are less than standard, sawyer will be paid level 2.
2	Sawyer – learner or single cut	All Employees on level 2, 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent & proficient in writing by the supervisor before advancement can occur.
3	Slicing chumps	All Employees on level 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent & proficient in writing by the supervisor before advancement can occur.
4	Trimming, Map operator, Thermoform operator, Scales operator	
5	Vacuum operator, Chop machine operator, Tumbler operator, Packer, Floor person	
6	Entry level Employees – Qualification period (6 months)	

Skin Processing		
Level	Tasks	Comments
1	Not Applicable	
2	Skin classer	All Employees on level 2, 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent & proficient in writing by the supervisor before advancement can occur.
3	Existing load and unload mixer operators, Existing Sock cutters, Skin Press Operator (Qualified in loading, unloading, salting, skin pressing)	All Employees on level 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent & proficient in writing by the supervisor before advancement can occur.
4	New load and unload mixer operators, Knife hands, Sock Cutters	
5	General labouring tasks including but not limited to: Throw out skins	
6	Entry level Employees – Qualification period (6 months)	

Rendering/ By-Products/Yard		
Level	Tasks	Comments
1	Not applicable	
2	Permanent cooker operator (Qualified in Blood cooker, Meat/Tallow cooker, Load trucks and clean)	
3	Not applicable	All Employees on level 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent & proficient in writing by the supervisor before advancement can occur.
4	Learner cooker operator (Unqualified), Yard person	
5	General labouring tasks including but not limited to: Waste collection, Grounds person	
6	Entry level Employees – Qualification period (6 months)	

Product Chilling, Freezing, Loadout

Level	Tasks	Comments
1	Not Applicable	
2	Hi-Lift driver, MFast Operator	
3	Product specification officer, Senior carcase officer	All Employees on level 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent & proficient in writing by the supervisor before advancement can occur.
4	Forklift driver, Pallet scanner, Carcase loader	
5	General labouring tasks including but not limited to: General loading task, Container loading, Carton marshalling & sortation, Strapper operators, Product reworks, Documentation clerk	
6	Entry level Employees – Qualification period (6 months)	

Stockyards

Level	Tasks	Comments
1	Not Applicable	
2	Not Applicable	
3	Stock Receival, Livestock Documentation, Condemned hide recovery	All Employees on level 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent & proficient in writing by the supervisor before advancement can occur.
4	Not Applicable	
5	General labouring tasks including but not limited to: Directing stock to kill race.	
6	Entry level Employees – Qualification period (6 months)	

Small Stock Offal Processing

Level	Tasks	Comments
1	Not applicable	
2	Not applicable	
3	Not applicable	All Employees on level 3, 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent & proficient in writing by the supervisor before advancement can occur.
4	Scale operator, Runner hang (2 operators), Paunch trimmer, Offal/Runner/Tripe/Weigh & Label	
5	General labouring tasks including but not limited to: Offal washer, Offal packer, Runner hang (3 operator), Paunch hang, Paunch washer (dirty paunches), Paunch cooker, Tripe packer, carton strap/load freezer	
6	Entry level Employees – Qualification period (6 months)	

Schedule 2 PAY RATES TABLE

(Option 1 to Option 7)

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
	Day (8 hrs)	Day (10 hrs)	Day (10 hrs)	Day (10 hrs)	Day (10 hrs)	Aft (8 hrs)	Night (8 hrs)
	Mon - Fri	Mon - Sat	Mon - Sat	Mon - Fri	Mon - Fri	Mon - Fri	Mon - Fri
	Start 5.00am	Start 4.00am	Start 5.00am	Start 4.00am	Start 5.00am	Start no earlier than 2.00pm	Start no earlier than 9.00pm
Level 1							
On Commencement	30.97	30.97	30.97	30.97	30.97	35.62	38.71
Level 2							
On Commencement	27.96	27.96	27.96	27.96	27.96	32.15	34.95
Level 3							
On Commencement	24.12	25.10	24.50	24.12	24.12	27.74	30.15
Level 4							
On Commencement	22.74	24.50	23.50	23.00	22.74	25.57	28.10
Level 5							
On Commencement	22.19	23.80	23.00	22.50	22.19	24.45	27.50
Level 6							
On Commencement	21.17	22.60	21.80	21.50	21.17	23.50	26.20

Schedule 2 PAY RATES TABLE B – Public Holiday Loadings

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
	Day (8 hrs)	Day (10 hrs)	Day (10 hrs)	Day (10 hrs)	Day (10 hrs)	Aft (8 hrs)	Night (8 hrs)
Public Holiday Loadings	4hrs x150% + 4hrs x200%	4hrs x150% + 6hrs x200%	4hrs x150% + 6hrs x200%	4hrs x150% + 6hrs x200%	4hrs x150% + 6hrs x200%	3hrs x150% + 5hrs x200%	4hrs x150% + 4hrs x200%

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2019/5047

Applicant:

Thomas Foods International Tamworth Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Morna Young (TFI Group HR Manager) on behalf of Thomas Foods International Tamworth Pty Ltd give the following undertakings with respect to the Thomas Foods International Tamworth Pty Ltd Food Process Workers Enterprise Agreement 2019 (the Agreement):

1. I have the authority given to me by Thomas Foods International Tamworth Pty Ltd to provide these undertakings in relation to the application before the Fair Work Commission. The relevant award is the Meat Industry Award 2010 (MIA). The undertakings are listed below.

2. **Agreement clause 4.1**

The Applicant undertakes to refrain from relying upon or applying clause 4.1 of the Agreement and to apply the Agreement at all times as containing the following provision:

'This Agreement will commence operation seven (7) days after it is approved by the Fair Work Commission and will have a nominal expiry date which is four years after it is approved by the Commission.'

3. **Agreement clause 6.5**

The Applicant undertakes to apply the Agreement in a way that adds and applies the following sentence to the existing text in Agreement clause 6.5 after the fourth sentence:

'An absence under this clause does not include an authorised absence of annual leave, family and domestic violence leave, community service leave, personal leave, parental leave or paid compassionate leave.'

4. **Agreement clause 7.5**

The Applicant undertakes to refrain from relying upon or applying clause 7.5 of the Agreement.

The Applicant undertakes that if the Applicant offers, and an employee accepts, ancillary general labouring work which is covered by the *TFI Tamworth Pty Ltd Maintenance Technician Enterprise Agreement 2019*, any such engagement will be considered as a casual engagement under that Agreement.

5. **Agreement clause 10.1**

The Applicant undertakes to apply the Agreement in a way that adds and applies the following sentence to the existing text in Agreement clause 10.1 STEP 1:

'An employee may be represented by any person of their choosing in accordance with this clause.'

6. **Agreement clause 19.5**

The Applicant undertakes to apply the Agreement in a way that adds and applies the following sentence to the existing text in Agreement clause 19.5:

'An employee must at all times have a minimum balance of 4 weeks' annual leave in their leave bank.'

7. **Agreement clause 22.4**

The Applicant undertakes to apply the Agreement in a way that adds and applies the following sentence to the existing text in Agreement clause 22.4:

'The payment for cashed out Personal/Carer's leave must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.'

8. **Agreement clause 28**

The Applicant undertakes that it will only suspend an employee without pay up to a maximum of ten (10) working days in circumstances where an employee has failed a drug and/or alcohol test, as an alternative to dismissal.

9. These undertakings are provided on the basis of issues raised by the Deputy President in the application before the Fair Work Commission (Commission), and will be attached to the Agreement if approved by the Commission.


Signature

MORNA P. YOUNG

Name

GROUP HR MANAGER, THOMAS FOODS,

Title

18 FEB 2020

Date