



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Teys Australia Southern Pty Ltd T/A Teys Australia Tamworth
(AG2022/957)

TEYS AUSTRALIA TAMWORTH PRODUCTION EMPLOYEES AGREEMENT

Meat Industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 11 MAY 2022

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 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Australasian Meat Industry Employees Union being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 18 May 2022. The nominal expiry date of the Agreement is 10 May 2026.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/957

Applicant:
Teys Australia Southern Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

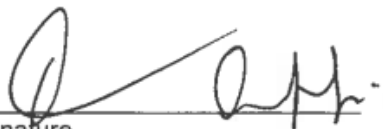
I, Shaun Crapp, General Manager People & Culture, have the authority given to me by Teys Australia Southern Pty Ltd to give the following undertakings with respect to the Teys Australia Tamworth Production Employees Agreement ("**the Agreement**"):

1. The Employer undertakes that for the purposes of the NES, a shift worker is a continuous shift worker as defined by clause 22 of this Agreement.
2. The Employer undertakes that Entry Level, Level 2, and Level 3 employees who are rostered to work more than 10 hours in any one day will be paid no less than the amount they would have received for such work pursuant to the *Meat Industry Award*.
3. The Employer undertakes to read and apply the final sentence of clause 4 of the Agreement as thought it was as follows:

"The 25% casual loading applies during ordinary hours only (not overtime hours) and does not apply when we calculate any other entitlements or payments, except shift penalties, in which case they are added to the casual loading but not compounded."
4. The Employer undertakes that a shiftworker who is required to work non-successive shifts will be paid no less than the amount they would have received for such work pursuant to the *Meat Industry Award*.
5. The Employer undertakes that Entry Level, Level 2, and Level 3 employees who perform rostered ordinary hours on a Sunday will be paid no less than the amount they would have received for such work pursuant to the *Meat Industry Award*.
6. The Employer undertakes to allow TOIL accrued under clause 37 of the Agreement to be taken at a time or times agreed by the Employer and the relevant employee.
7. The Employer undertakes to pay out an employee's accrued and untaken TOIL balance at the end of an employee's employment.
8. The Employer undertakes to cash-out TOIL in the next pay cycle following a request for cashing-out being received from an employee.

9. The Employer undertakes that an employee who works on a public holiday will be paid no less than the amount they would have received for such work pursuant to the *Meat Industry Award*.
9. The Employer undertakes to pay A meal allowance of \$15.24 to any employee who is required to work overtime for one and a half hours or more after the employee's rostered finishing time.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature

12/4/22.
Date

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/957

Applicant:
Teys Australia Southern Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

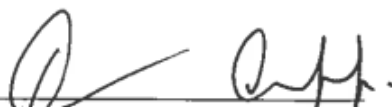
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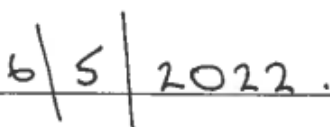
1. Notwithstanding the terms of clause 32 of the Agreement, an employee organisation covered by the Agreement may use the complaints procedure in clause 32 in relation to any dispute about any matters arising under the Agreement or in relation to the NES. In those circumstances, the employee organisation must discuss the matter with the relevant Plant Manager or HR Manager (or their representative, if one is appointed). If this does not resolve the matter, the employee organisation must discuss the matter with the General Manager (or their representative, if one is appointed). If this does not resolve the matter, the employee organisation may ask the Fair Work Commission to conciliate the dispute.

2. Clause 32 will be read and applied as though it contained the following text at the end of the clause:

"Any party to the dispute may appoint a representative for the purposes of the procedures in this clause. Where a representative is appointed and the other party or parties to the dispute are informed of the identity of that representative, the other party or parties to the dispute must recognise – and hold discussions – with that representative".

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature


Date

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.



TEYS AUSTRALIA SOUTHERN PTY LTD

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



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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 our 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 the *Teys Australia Tamworth Production Agreement*, and the *Meat Industry Award 2020*.

The National Employment Standards (“NES”) provide you with specific minimum terms and conditions. The NES terms and conditions apply to you even if they’re not specifically mentioned in this agreement. If the NES ever provide you with something more generous than this agreement, then the NES applies.

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 four years 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

Your minimum base hourly rates of pay are as specified in the table below. These rates will be adjusted every year on 1 June, and will rise as a minimum by at least the same percentage change in the Consumer Price Index (“CPI”) over the previous four complete quarters in Sydney. Your actual yearly pay rises will continue to be decided by the Teys Board and announced by June. This is because your actual increases are decided by the management team and are not determined by this agreement.

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 Weekly Wages

These rates will take effect from the first full pay period commencing after the date this agreement is successfully approved by employees in a ballot:

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>).	\$32.56	\$1302.40
5	Boners competent in all Boning tasks (<i>Skills matrix</i>). Slicers competent in all Slicing tasks (<i>Management assessment required</i>). Slaughter persons performing following tasks (1st Leg, 2nd Leg, Evisceration, Splitting saw, Scales, Rumping, Hide Puller Driver, Bunging). Load out office clerk.	\$30.38	\$1215.20
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.	\$28.32	\$1132.80
4	Multi – Skilled rendering operators. Learner Boners that have progressed to the stand. Boning Room - 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, Boning Room Carton Scale Operators Boning Room Box Room Operator. Paunch Knife hands. Designated Loadout forklift operators. Slaughter floor – Knife hands competent in all 3 of the following tasks; Tongue removal, Head boning, Tendons and Tendon Hock removal. Slaughter persons performing following tasks (Sticking, Hide Puller Passenger, Brisket saw, Flanking, Hot Neck Boning).	\$26.04	\$1041.60

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, Pallean pack Primals, Pallean 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	\$23.88	\$955.20
2	Base grade labourers (Completion of probation)	\$22.62	\$904.80
Entry	Entry rate	\$21.76	\$870.40

Please note that if you are classified at Level 6, 5 or 5A and you are experiencing under performance, in terms of competence, skill, attendance and/or commitment levels, you could be reclassified to a lower level. This would not occur without prior discussion with you.

If you did not agree with the reclassification, you could use the complaints procedure outlined in this agreement.

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 payment 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 Tey 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, you may be paid at the following percentage of the adult rate:

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.

When you start with us, if you don't make any choice of fund within the first week of employment and if we can't find your previous fund, 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 38 or 40 hour a week roster. You can find example 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, they 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 38 or 40 hour week. A 40 hour week 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 and Levels 1 and 2) – commencing at or after 2pm & concluding before or at midnight	7.5%
Afternoon Shift – (Levels 1 and 2 only) commencing at or after 2pm & concluding before or at midnight	10.5%
Late Afternoon Shift – (Levels 1, 2 and 3) - concluding between midnight & 2:30am	25%
Late Afternoon Shift – (other than Levels 1, 2 and 3) - 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 50% 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, you may be requested to work up to one hour of overtime, with any overtime after that 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 five 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.

Recording Overtime

We know it's important for your overtime payments to be processed and paid to you as quickly as possible. Supervisors will help with this by proactively recording and reporting your overtime to payroll.

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 you and Teys.

Monitoring Breaks

We know getting to your breaks on time – and having your full breaks – are important. Supervisors will help with this by proactively monitoring and managing breaks.

20. Enterprise Flexibility Arrangements

You and Teys 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. A copy of the model flexibility term can be found at the end of this agreement.

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, by agreement with a majority of affected employees, agree to substitute any of the above days.

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, be worked.

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 **in addition to any applicable base payment**:

- Time and a half (50% loading) of the base hourly rate within normal rostered hours
- Double time (100% loading) of the base hourly rate for work performed in excess or outside 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 0.07692 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 are 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 apply 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 Loading

Annual leave is paid at the base hourly rate of pay. The Annual Leave payment will also attract an additional loading of 17.5%, providing that at the point of calculation of the Annual Leave payment entitlement, you have twelve months continuous service.

Returning to Work During Annual Leave

We know how important your annual leave is to you, and we always do everything we can to avoid contacting you while you're on leave. If we ever do contact you while you're on annual leave – and if you then agree to come back to work to help us on a day which was meant to be annual leave – we'll pay you at time and a half for the work you perform on that day. We'll also recredit the annual leave for that day to your annual leave balance.

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 your 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 genuine absences during normal rostered hours and not for absences during overtime, work on RDOs 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+0+N/>

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. A copy of the model consultation clause can be found at the end of this Agreement.

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 for example extreme climatic conditions and/or shortage and/or unavailability of livestock for processing (which will include a consideration of business viability, economic matters and the like).

We 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 Group Support 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 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

Signed _____

Witness Signed _____

Name and address _____

Name and Address _____

Position _____

Position _____

Date _____

Date _____

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

Signed _____

Witness Signed _____

Name and address _____

Name and Address _____

Position _____

Position _____

Date _____

Date _____

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

Signed _____

Witness Signed _____

Name and address _____

Name and Address _____

Position _____

Position _____

Date _____

Date _____

35. Signatories

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

Signed Michael N Wells

Witness Signed Richard Ingram

Name and address Michael N Wells

Name and Address Richard Ingram

32-90 Phoenix St Tamworth 2340

32-90 Phoenix St Tamworth 2340

Position General Manager

Position Plant Manager

Date 28/03/2022

Date 28/03/2022

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

Signed Neil Grant

Witness Signed Malcolm Collier

Name and address Neil Grant

Name and Address MALCOLM COLLIER

4 Glen alpha close
Tamworth NSW 2340

32-90 Phoenix St Tamworth 2340

Position Slaughterman Grade 6

Position Human Resources Manager

Date 28.3.2022

Date 28.03.2022

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

Signed Troy Taylor

Witness Signed Malcolm Collier

Name and address Troy Taylor

Name and Address MALCOLM COLLIER

28 mulcondra close
Tamworth NSW 2340

32-90 Phoenix St Tamworth 2340

Position Trainer Borer Level 6

Position HUMAN RESOURCES MANAGER

Date 28/3/22

Date 28.03.2022

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: Work on Rostered Days Off (RDOs):

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.

38. Schedule 3: Model Flexibility Clause

(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:

(a) the agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) 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
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
- (e) states the day on which the arrangement commences.

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

(5) The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing - at any time.

39. Schedule 4: Model Consultation Clause

(1) This term applies if the employer:

- (a) 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
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in [paragraph](#) (1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

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

(4) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employee

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

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(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](#) (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is *likely to have a significant effect on employees* if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in [paragraph](#) (1)(b):

- (a) the employer must notify the relevant employees of the proposed change;
and
- (b) subclauses (11) to (15) apply.

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

(12) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion--provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change;
and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) 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).

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

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term **"relevant employees"** means the employees who may be affected by a change referred to in subclause (1).

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/957

Applicant:
Teys Australia Southern Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

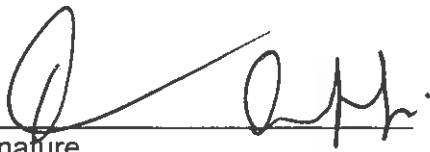
I, Shaun Crapp, General Manager People & Culture, have the authority given to me by Teys Australia Southern Pty Ltd to give the following undertakings with respect to the Teys Australia Tamworth Production Employees Agreement ("**the Agreement**"):

1. The Employer undertakes that for the purposes of the NES, a shift worker is a continuous shift worker as defined by clause 22 of this Agreement.
2. The Employer undertakes that Entry Level, Level 2, and Level 3 employees who are rostered to work more than 10 hours in any one day will be paid no less than the amount they would have received for such work pursuant to the *Meat Industry Award*.
3. The Employer undertakes to read and apply the final sentence of clause 4 of the Agreement as though it was as follows:

"The 25% casual loading applies during ordinary hours only (not overtime hours) and does not apply when we calculate any other entitlements or payments, except shift penalties, in which case they are added to the casual loading but not compounded."
4. The Employer undertakes that a shiftworker who is required to work non-successive shifts will be paid no less than the amount they would have received for such work pursuant to the *Meat Industry Award*.
5. The Employer undertakes that Entry Level, Level 2, and Level 3 employees who perform rostered ordinary hours on a Sunday will be paid no less than the amount they would have received for such work pursuant to the *Meat Industry Award*.
6. The Employer undertakes to allow TOIL accrued under clause 37 of the Agreement to be taken at a time or times agreed by the Employer and the relevant employee.
7. The Employer undertakes to pay out an employee's accrued and untaken TOIL balance at the end of an employee's employment.
8. The Employer undertakes to cash-out TOIL in the next pay cycle following a request for cashing-out being received from an employee.

9. The Employer undertakes that an employee who works on a public holiday will be paid no less than the amount they would have received for such work pursuant to the *Meat Industry Award*.
9. The Employer undertakes to pay A meal allowance of \$15.24 to any employee who is required to work overtime for one and a half hours or more after the employee's rostered finishing time.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature

12/4/22.
Date

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/957

Applicant:
Teys Australia Southern Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

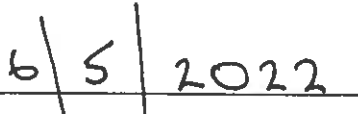
I, Shaun Crapp, General Manager People & Culture, have the authority given to me by Teys Australia Southern Pty Ltd to give the following undertakings with respect to the Teys Australia Tamworth Production Employees Agreement ("**the Agreement**"):

1. Notwithstanding the terms of clause 32 of the Agreement, an employee organisation covered by the Agreement may use the complaints procedure in clause 32 in relation to any dispute about any matters arising under the Agreement or in relation to the NES. In those circumstances, the employee organisation must discuss the matter with the relevant Plant Manager or HR Manager (or their representative, if one is appointed). If this does not resolve the matter, the employee organisation must discuss the matter with the General Manager (or their representative, if one is appointed). If this does not resolve the matter, the employee organisation may ask the Fair Work Commission to conciliate the dispute.
2. Clause 32 will be read and applied as though it contained the following text at the end of the clause:

"Any party to the dispute may appoint a representative for the purposes of the procedures in this clause. Where a representative is appointed and the other party or parties to the dispute are informed of the identity of that representative, the other party or parties to the dispute must recognise – and hold discussions – with that representative".

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature


Date