



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Thomas Foods International Tamworth Pty Ltd
(AG2024/2953)

THOMAS FOODS INTERNATIONAL TAMWORTH PTY LTD PRODUCTION EMPLOYEES ENTERPRISE AGREEMENT 2024

Meat Industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 4 SEPTEMBER 2024

Application for approval of the Thomas Foods International Tamworth Pty Ltd Production Employees Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement to be known as the *Thomas Foods International Tamworth Pty Ltd Production Employees Enterprise Agreement 2024* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Thomas Foods International Tamworth Pty Ltd (**Employer**). The Agreement is a single enterprise agreement.

Undertakings

[2] The Employer has provided written undertakings dated 3 September 2024. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Meat Industry Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

Coverage of employee organisation(s)

[3] The Australasian Meat Industry Employees Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

Workplace delegates' rights clause

[4] Pursuant to s.205A(2) of the Act, the workplace delegates' rights term prescribed by the *Meat Industry Award 2020* is taken to be a term of the Agreement.

Conclusion

[5] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.

[6] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 September 2024. The nominal expiry date of the Agreement is 4 September 2028.



DEPUTY PRESIDENT

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Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter No:

AG2024/2953

Applicant:

Thomas Foods International Tamworth Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Christopher Ramage, Group Human Resources Manager for Thomas Foods International give the following undertaking with respect to the Thomas Foods International Tamworth Pty Ltd Production Employees Enterprise Agreement 2024 as follows:

1. I have the authority given to me by Thomas Foods International to provide this undertaking in relation to the application before Fair Work Commission.
2. The Company undertakes that it will apply clause 25.2 of the Award in relation to the definition of shift workers and their entitlements to additional leave.
3. The Company undertakes that for the purposes of clause 12.3, any part-time employee who works in excess of their agreed hours in any week we be paid at the applicable overtime rate for the hours worked in excess of their agreed hours.
4. The Company undertakes that for any part-time employee who works in excess of their agreed hours on a public holiday, the Company undertakes that it will pay to those employees not less than they would otherwise receive for the same period under the Meat Industry Award.


Christopher Ramage
Group Human Resources Manager

Date: 3/9/2024

Note - In accordance with s.205A of the *Fair Work Act 2009* (Cth) the most favourable term of the delegates' rights terms in the relevant modern awards, as determined by the Fair Work Commission, is taken to be a term of the agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.



THOMAS FOODS INTERNATIONAL TAMWORTH PTY LTD

PRODUCTION EMPLOYEES ENTERPRISE AGREEMENT 2024



"Feeding Families Globally"

TABLE OF CONTENTS

PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT	4
1 TITLE	4
2 DEFINITIONS	4
3 OBJECTIVES AND AIMS	4
4 APPLICATION OF AGREEMENT	4
5 COMMENCEMENT AND DURATION	5
6 THE EFFECT OF THIS AGREEMENT	5
7 BASIC RESPONSIBILITIES OF ALL EMPLOYEES	5
PART 2 - CONSULTATION AND DISPUTE RESOLUTION	6
8 TEAM CONSULTATION	6
9 JOINT CONSULTATIVE & WORK HEALTH AND SAFETY COMMITTEES	8
10 RESOLVING WORKPLACE DISPUTES	8
PART 3 - TERMS AND CONDITIONS OF EMPLOYMENT	9
11 EMPLOYEE CLASSIFICATION	9
12 CATEGORIES OF EMPLOYMENT	10
PART 4 - REMUNERATION AND ALLOWANCES	11
13 REMUNERATION	11
14 PAYMENT OF WAGES	11
15 AGREEMENT USUAL HOURS OF WORK	11
16 AGREEMENT USUAL HOURLY RATE	11
17 OVERTIME	12
18 PAYMENTS ABOVE THE AGREEMENT USUAL HOURLY RATE	12
19 ALLOWANCES	12
20 SHIFT WORK	12
21 SUPERANNUATION	13
PART 5 - ROSTERS	13
22 ROSTERS – OUR MUTUAL FLEXIBILITY TOWARDS HOURS OF WORK	13
23 MEAL BREAKS AND REST BREAKS	16
PART 6 - LEAVE ENTITLEMENTS	16
24 ANNUAL LEAVE	16
25 FAMILY AND DOMESTIC VIOLENCE LEAVE	16
26 COMMUNITY SERVICE LEAVE	17
27 PERSONAL/CARER'S LEAVE	17
28 PARENTAL LEAVE	18
29 SHUT DOWN AND LEAVE BANK	18
30 PAID COMPASSIONATE LEAVE	18

31	PUBLIC HOLIDAYS	18
32	LONG SERVICE LEAVE	19
	PART 7 - GENERAL PROVISIONS	19
33	OUR MUTUAL OBLIGATIONS TO TRAINING	19
34	STAND DOWN AND SEASONAL CLOSURES	19
35	SUSPENSION	20
36	TERMINATION NOTICE (EMPLOYER)	20
37	TERMINATION NOTICE (EMPLOYEE)	20
38	RETURN OF COMPANY PROPERTY	20
39	REDUNDANCY	21
40	WORKPLACE FLEXIBILITY	21
41	JOURNEY INSURANCE	22
42	CLOTHING	22
43	DELEGATES' RIGHTS	22
	PART 8 - SIGNATORY SECTION	23
	SCHEDULE 1	25
	PRODUCTION EMPLOYEES' CLASSIFICATIONS	25
	SCHEDULE 2	35
	PAY RATES TABLE	35
	PAY RATES TABLE – PUBLIC HOLIDAY LOADINGS	35

PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT

1 Title

- 1.1 This Agreement will be known as the **Thomas Foods International Tamworth Pty Ltd Production Employees Enterprise Agreement 2024**.

2 Definitions

Unless the context indicates or requires otherwise:

- 2.1 "We", "us", "our", "Company", "Employer" or "Abattoir" means or refers to Thomas Foods International Tamworth Pty Ltd.
- 2.2 "You", "your" and "Employee" means or refers to you, the Employee covered by this Agreement.
- 2.3 "Agreement" means this Thomas Foods International Tamworth Pty Ltd Production Employees Enterprise Agreement 2024.
- 2.4 "Act" means the Fair Work Act 2009 (Cth) as amended from time to time.
- 2.5 "The Parties" means and refers to you, the employees, and us the Company, together.
- 2.6 "Production employees" means an employee performing tasks as set out in Schedule 1 of this Agreement.
- 2.7 "Award" means the Meat Industry Award 2020 at the time this Agreement is approved by the Fair Work Commission.

3 Objectives and Aims

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

- 3.1 An understanding of mutual respect and co-operation and an acceptance of joint responsibilities to resolve any differences through the consultative process;
- 3.2 Ensuring all product produced by the Employer is processed in accordance with the Company's Quality Standards, Government regulations and 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
- 3.3 Cooperating in an ongoing review of work practices and to improve the Company's efficiency, productivity and workplace health and safety record.

4 Application of Agreement

- 4.1 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.
- 4.2 Employees appointed as team leaders or leading hands will continue to be covered by this Agreement.
- 4.3 It is a condition of employment that employees do not engage in industrial action during the prescribed nominal term of this Agreement.
- 4.4 A copy of this Agreement will be made available to all new employees during the induction process.

- 4.5 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.

5 Commencement and Duration

- 5.1 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 after it is approved by the Fair Work Commission.
- 5.2 Each July following the declaration by the Fair Work Commission in relation to minimum award rates, the Company will ensure that the Agreement Usual Hourly Rates in this Agreement are not less than the corresponding Award minimum rates in accordance with section 206 of the Act.
- 5.3 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.
- 5.4 The Agreement shall be displayed by the Company in places accessible to all employees and copies made available upon request to all employees.

6 The Effect of this Agreement

- 6.1 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.
- 6.2 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.
- 6.3 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.

7 Basic Responsibilities of all Employees

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

- 7.1 To do all work to the best of your ability, skill and competence and to our satisfaction.
- 7.2 To carry out your work at places at TFI Tamworth as requested by us.
- 7.3 To comply with our policies, practices or procedures as varied from time to time.
- 7.4 To do your best to promote, and not harm, our business, interests and reputation.
- 7.5 To comply with our hygiene standards at all times.
- 7.6 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.
- 7.7 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.

- 7.8 To uphold our zero-tolerance requirement regarding drugs and alcohol or any other substance which may affect your ability to work.
- 7.9 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.
- 7.10 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.
- 7.11 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.

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

8 Team Consultation

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 usual 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:

- 8.4.2 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 8.4.3 the employee or employees advise the employer of the identity of the representative;
- 8.4.4 the employer must recognise the representative.

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

- 8.9.2 Discuss with the relevant employees:
 - a) the introduction of the change; and

- b) the effect the change is likely to have on the employees; and
 - c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- 8.9.3 For the purposes of the discussion – provide, in writing, to the relevant employees:
 - a) all relevant information about the change including the nature of the change proposed; and
 - b) information about the expected effects of the change on the employees; and
 - c) 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:
 - 8.12.2 the termination of the employment of employees; or
 - 8.12.3 major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
 - 8.12.4 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 8.12.5 the alteration of hours of work; or
 - 8.12.6 the need to relocate employees to another workplace; or
 - 8.12.7 the restructuring of jobs.

Change to regular roster or usual 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;
 - 8.11.3 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:

- a) all relevant information about the change, including the nature of the change; and
- b) information about what the employer reasonable believes will be the effects of the change on the employees; and
- c) 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:

8.15.1 **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

9.1 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.

9.2 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

10.1 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.

10.2 Employees may be represented by another employee of their choice or, if requested, their union official or by any person of their choosing for any steps provided for in this procedure.

10.3 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.

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 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 or National Employment Standards 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.

10.4 This clause of this Agreement will be applied to disputes about any matter arising under the Agreement.

PART 3 - TERMS AND CONDITIONS OF EMPLOYMENT

11 Employee Classification

11.1 Employees are generally classified in accordance with Schedule 1.

11.2 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.

11.3 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.

11.4 If an employee is required on any day or shift to perform the duties of, or is being trained in, a classification higher than the classification in which they are usually engaged, they will be paid for the whole day or shift at the level of remuneration for the higher classification.

Categories of Employment

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 Agreement Usual Hourly Rate 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 may have the right to casual conversion to full or part time status in the terms of clause 12.7 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.
- 12.1.9 Casual employees who perform more than the normal working hours assigned to a particular shift, or more than 152 hours in a 28-day period, will be paid overtime rates for those additional hours. The overtime rates which apply are the overtime rates provided under this Agreement in respect of the roster option in which the employee is working on the day that the additional hours are worked.

12.2 Full-Time Permanent Employee

This means that you are engaged by the week and work an average of 40 Agreement Usual Hours per week. The Agreement Usual Hourly Rates 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 and divided by 40 to obtain the Agreement Usual 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.

Any hours for which a part-time employee is engaged in excess of 152 hours in a 28-day period, or outside of the span of Agreement Usual Hours for the relevant roster option in which they are engaged, will be paid at the applicable overtime rate.

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.

PART 4 - REMUNERATION AND ALLOWANCES

13 Remuneration

13.1 Pay Rates on commencement - your remuneration is reflected in Schedule 2.

- First full pay period commencing on after Year 1 Anniversary +3%
- First full pay period commencing on after Year 2 Anniversary +3%
- First full pay period commencing on after Year 3 Anniversary +3%

13.2 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.

13.3 The Company will pay a sign-on bonus to all employees who are covered by this Agreement and were employed by the Company on the date on which this Agreement was approved by the Commission.

14 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.

15 Agreement Usual Hours of Work

15.1 Agreement Usual Hours are those hours which are described as such in clause 22 of this Agreement.

15.2 The span and number of Agreement Usual Hours per day will vary depending upon which roster option is in force under clause 22 of this Agreement.

15.3 Agreement Usual Hours average 40 hours per week being an average of 160 hours per 28 day period. The Employees agree this is reasonable.

15.4 No Employee will work more than ten (10) Agreement Usual Hours in one day.

16 Agreement Usual Hourly Rate

16.1 Agreement Usual Hourly Rates are set out in Schedule 2.

16.2 The Agreement Usual Hourly Rate applicable to an employee will vary depending upon which roster option is in force under clause 22 of this Agreement, and the employee's classification.

16.3 Agreement Usual Hourly Rates under this Agreement have been calculated on the basis of 38 non-overtime hours per week, plus an additional 2 hours per week at overtime rates. These amounts have then been added together and divided by 40 to obtain the Agreement Usual Hourly Rates.

16.4 Agreement Usual Hourly Rates apply to all time except overtime.

17 Overtime

- 17.1. All overtime worked will be paid in accordance with Clause 22 of this Agreement.
- 17.2. Any occasional overtime performed on a Sunday will be paid double the Agreement Usual Hourly Rate for Option 1 (regardless of which option is in force) for the relevant employee's classification with a minimum payment of four hours.
- 17.3. 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 29).

18 Payments above the Agreement Usual Hourly Rate

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

19 Allowances

- 19.1 In addition to the rates otherwise set out in this Agreement the following allowances will be paid.
- First Aid Allowance
 - Meal Allowance
 - Cold Allowance
 - Leading hand allowance.
- 19.2 A First Aid allowance of not less than the Award will be paid to an appropriately qualified and appointed employee.
- 19.3 Meal allowances will be provided in accordance with the terms of the Award.
- 19.4 If an Employee who is usually classified under this Agreement at Level 6, 5, 4 or 3 performs work on any given day which would attract the 'cold temperature allowance' under the Award (i.e. in that they are required to work in a temperature artificially reduced below zero degrees Celsius), the employee is compensated by being classified at the higher Level 2. Employees usually classified at Level 1 or 2 are not entitled to any cold temperature allowance.
- 19.5 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 \$10.45 per day.

20 Shift Work

- 20.1 An Afternoon Shift is one that occurs in accordance with clause 22.7 of this Agreement.
- 20.2 A Night Shift is one that occurs in accordance with clause 22.8 of this Agreement.
- 20.3 Shift allowances have been calculated and included in the Schedule 2 Pay Rates Table. Accordingly, wherever it is necessary to calculate an amount based on the minimum hourly rate of pay of a worker performing work in Option 6 or 7, that minimum rate is the rate for Option 1 (which excludes shift allowances).

21 Superannuation

- 21.1 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.
- 21.2 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.

PART 5 - ROSTERS

22 Rosters – Our Mutual Flexibility Towards Hours of Work

- 22.1 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.
- 22.2 All additional hours to the Agreement Usual Hours referred to in this clause will only be required to be worked in accordance with the criteria prescribed at s 62(3) of the Act summarised as follows:
- a) any risk to health and safety from working the additional hours;
 - b) your personal circumstances, including family responsibilities;
 - c) the needs of the workplace or enterprise in which you are employed;
 - d) 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;
 - e) any notice given by the Company of any request or requirement to work the additional hours;
 - f) any notice given by you to refuse to work the additional hours;
 - g) the usual patterns of work in this industry in which you work;
 - h) the nature of your role and your level of responsibility;
 - i) 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
 - j) any other relevant matter as is determined pursuant to the Act;
 - k) any work performed outside the spread of Agreement Usual Hours is to be paid for at overtime rates. However, any work performed by an employee prior to the spread of usual hours, which is continuous with usual 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 usual hours of work. This applies to all working Options.

22.1 Option 1 – Day Shift (8 hrs)

- a) Employees work Monday to Friday.
- b) The commencement time for each shift is on or after 5.00am.
- c) Each employee works five days per week at eight Agreement Usual Hours per day.

- d) Employees may be requested to work one hour of overtime per day paid at 150%.
- e) An additional eight-hour Saturday of overtime work per week may be requested. For overtime worked in accordance with this clause, an overtime penalty equivalent to or better than the applicable Award overtime penalty will be applied to the Agreement Usual Hourly Rate.

OR

22.2 Option 2 – Day Shift (10 hrs)

- a) Employees work on any four days between Monday to Saturday pursuant to a roster.
- b) The commencement time for each shift is from 4.00am to 5:00am.
- c) Each employee works four days per week at ten Agreement Usual Hours per day.
- d) Employees may be requested to work thirty minutes per day overtime paid at 150%.
- e) An additional ten hour day of work Monday to Saturday per week may be requested. For overtime worked in accordance with this clause, an overtime penalty equivalent to or better than the applicable Award overtime penalty will be applied to the Agreement Usual Hourly Rate.

OR

22.3 Option 3 – Day Shift (10 hrs)

- a) Employees work on any four days between Monday to Saturday pursuant to a roster.
- b) The commencement time for each shift is from 5.00am to 6:00am.
- c) Each employee works four days per week at ten Agreement Usual Hours per day.
- d) Employees may be requested to work thirty minutes per day overtime paid at 150%.
- e) An additional ten hour day of work Monday to Saturday per week may be requested. For overtime worked in accordance with this clause, an overtime penalty equivalent to or better than the applicable Award overtime penalty will be applied to the Agreement Usual Hourly Rate.

OR

22.4 Option 4 – Day Shift (10 hrs)

- a) Employees work on any four days between Monday to Friday pursuant to a roster.
- b) The commencement time for each shift is from 4.00am to 5:00am.
- c) Each employee works four days per week at ten Agreement Usual Hours per day.
- d) Employees may be requested to work thirty minutes per day overtime paid at 150%.
- e) An additional ten hour day of work Monday to Saturday per week may be requested. For overtime worked in accordance with this clause, an overtime penalty equivalent to or better than the applicable Award overtime penalty will be applied to the Agreement Usual Hourly Rate.

OR

22.5 Option 5 – Day Shift (10 hrs)

- a) Employees work on any four days between Monday to Friday pursuant to a roster.
- b) The commencement time for each shift is from 4.00am to 5:00am.
- c) Each employee works four days per week at ten Agreement Usual Hours per day.
- d) Employees may be requested to work thirty minutes per day overtime paid at 150%.
- e) An additional ten hour day of work Monday to Saturday per week may be requested. For overtime worked in accordance with this clause, an overtime penalty equivalent to or better than the applicable Award overtime penalty will be applied to the Agreement Usual Hourly Rate.

22.6 Option 6 – Afternoon Shift (8 hrs)

- a) Employees work Monday to Friday five days per week. Employees work Eight Agreement Usual Hours per day.
- b) Each shift commences no earlier than 2:00pm and finishes no later than 11.59pm.
- c) Employees may be requested to work one hour per day overtime paid at 150%.
- d) Employees may be requested to work a Saturday Afternoon shift as overtime when production demands require. For overtime worked in accordance with this clause, an overtime penalty equivalent to or better than the applicable Award overtime penalty will be applied to the Agreement Usual Hourly Rate.
- e) This requirement will be capped at 26 Saturday Shifts per calendar year.
- f) 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 23.3 for the hours worked on the public holiday.

OR

22.7 Option 7 – Night Shift (8 hrs)

- a) Employees work Monday to Friday.
- b) Employees work eight Agreement Usual Hours per day.
- c) Each shift commences no earlier than 9:00pm and finishes no later than 6:00am.
- d) Employees may be requested to work one hour per day overtime paid at 150%.
- e) Employees may be requested to work a Saturday Night shift as overtime when production demands require. For overtime worked in accordance with this clause, an overtime penalty equivalent to or better than the applicable Award overtime penalty will be applied to the Agreement Usual Hourly Rate.
- f) 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 31.3 for the hours worked on the public holiday.

23 Meal Breaks and Rest Breaks

- 23.1 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.
- 23.2 The time and duration of other unpaid breaks (rest breaks) will be at our discretion considering operational requirements.
- 23.3 The employees agree to forgo any paid rest break.

PART 6 - LEAVE ENTITLEMENTS

24 Annual Leave

- 24.1 Employees other than casuals shall be entitled to four weeks' of Annual Leave per year (pro-rata for part-time employees).
- 24.2 Annual leave will be paid at the Agreement Usual Hourly Rate. For example, a full-time employee will be paid 40 hours per week at the Agreement Usual Hourly Rate, pro-rata for part time employees.
- 24.3 Annual Leave is cumulative.
- 24.4 Annual leave loading will be paid at the rate of 17.5% at the appropriate classification Agreement Usual Hourly Rate 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. The annual leave loading is paid as compensation for the notional loss of the opportunity to work overtime whilst an employee is on leave. Accordingly, annual leave loading does not form part of ordinary time earnings and no superannuation is payable on the component of annual leave loading.
- 24.5 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. An employee must be left with have a minimum balance of 4 weeks' annual leave in their leave bank after cashing out any excess.
- 24.6 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.
- 24.7 Annual Leave is otherwise to be taken by you at times agreed with us.
- 24.8 Annual Leave will apply to payment on termination for completed months of service.
- 24.9 As per the national Employment Standards (NES) employees must access accrued Annual Leave prior to unpaid leave.
- 24.10 Shift workers under this Agreement are the same as shift workers in accordance with clause 23.2 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.

25 Family and Domestic Violence Leave

Employees are entitled to Family and Domestic Violence Leave in accordance with the Act.

26 Community Service Leave

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 Where this clause is inconsistent with the provisions of the Act, the Act shall prevail.

27 Personal/Carer's Leave

- 27.1 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 usual hours worked.
- 27.2 You will be entitled to use your entitlement to Personal/Carer's Leave in the following circumstances:
 - a) where you are suffering from a personal illness or injury; and/or
 - b) 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.
- 27.3 Personal/Carer's Leave is cumulative.
- 27.4 Employees employed prior to the date this agreement is approved by Fair Work Commission will have their remaining personal/carer's leave balances paid out upon resignation (but not upon termination of employment by the Company).
- 27.5 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:
 - a) 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.
 - b) 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.
- 27.6 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.
- 27.7 In accordance with the provisions of the Act, employees are entitled to take up to two (2) days of unpaid carer's leave.

27.8 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.

27.9 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.

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

28 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.

29 Shut Down and Leave Bank

29.1. We will give you as much notice as possible of any shut down.

29.2. You may nominate any overtime you perform to be credited to your Shut Down Leave Bank.

29.3. 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.

29.4. 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.

29.5. You may access the accrued entitlement in your Shut Down Leave Bank when the plant shuts down.

29.6. 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.

30 Paid Compassionate leave

30.1. Employees are entitlement to compassionate leave consistent with the Act.

30.2. Any paid leave entitlement to compassionate leave consistent with 30.1 will be paid at the Agreement Usual Hourly Rate as applicable for the classification applicable to the relevant employee.

31 Public Holidays

31.1. 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.

31.2. The plant will operate on the King'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.

31.3. The plant will operate on the Labour Day Public Holiday on a day roster only on a voluntary basis.

- 31.4. 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 with respect to any employee unless mutually agreed with that employee.
- 31.5. Employees working a public holiday will be paid their Agreement Usual Hourly rate and an additional loading as per Schedule 2 Table B.
- 31.6. Christmas Day and Anzac Day will not be worked.
- 31.7. 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.

32 Long Service Leave

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

PART 7 - GENERAL PROVISIONS

33 Our Mutual Obligations to Training

- 33.1. The Company does not and will not engage any trainees or apprentices pursuant to the Apprenticeship and Traineeship Act 2001 (NSW).
- 33.2. 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.
- 33.3. 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.
- 33.4. We will meet the costs of all training required by us.
- 33.5. You may be required to assist other team members to develop work skills and procedures as and when required by us.
- 33.6. 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.

34 Stand Down and Seasonal Closures

- 34.1. 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:
 - a) any industrial action (except action organised or engaged in by the employer); or
 - b) a breakdown in machinery or equipment if the employer cannot reasonably be held responsible for the breakdown; or
 - c) the unavailability of adequate numbers of suitable livestock where the unavailability is caused by any reason for which the Company cannot be held responsible; or

d) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.

34.2. During a period of stand-down, employees may access their accrued annual leave at full pay or, upon written request, twice as much annual leave at half pay.

34.3. '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.

35 Suspension

At the Company's sole discretion, we may suspend you 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.

36 Termination Notice (Employer)

36.1. 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

36.2. 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.

36.3. The notice period in this clause does not apply in circumstances justifying summary dismissal at law.

37 Termination Notice (Employee)

37.1. You must give us notice if you decide to terminate your employment based on your completed years of service 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

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

38 Return of Company Property

38.1 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).

39 Redundancy

- 39.1 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 (or payment in lieu), the following amount of severance pay:

<i>Period of Continuous Service</i>	<i>Severance Pay</i>
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

- 39.2 The Company may apply to the Fair Work Commission to reduce or remove any obligation to pay redundancy pay (possibly to nil) if the Company obtains other acceptable employment for you.
- 39.3 If, during the term of this Agreement, a different statutory right to severance pay is incorporated into the applicable Act, the new statutory right will replace this provision.
- 39.4 Where the Company has given notice of termination to an employee in accordance with clause 36 due to reason of redundancy, any entitlement to job search will be in accordance with clause 36.3 of the Award.

40 Workplace Flexibility

- 40.1 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:
- 40.1.1. arrangements about when work is performed;
- a) overtime rates;
 - b) penalty rates;
 - c) allowances;
 - d) leave loading; and
 - e) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph 40.1.1; and
 - f) the arrangement is genuinely agreed to by the employer and employee.

- 40.2 The employer must ensure that the terms of the individual flexibility arrangement:
- 40.2.1. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 40.2.2. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 40.2.3. result in the employee being better off overall than the employee would be if no arrangement was made.
- 40.3 The employer must ensure that the individual flexibility arrangement:
- 40.3.1. is in writing; and
 - includes the name of the employer and employee; and
 - 40.3.2. 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
- Includes details of:
- 40.3.3. the terms of the enterprise agreement that will be varied by the arrangement; and
 - 40.3.4. how the arrangement will vary the effect of the terms; and
 - 40.3.5. 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
 - 40.3.6. states the day on which the arrangement commences.
- 40.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 40.5 The employer or employee may terminate the individual flexibility arrangement;
- 40.5.1. by giving no more than 28 days written notice to the other party to the arrangement; or
 - 40.5.2. if the employer and employee agree in writing – at any time.

41 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.

42 Clothing

The Company will provide employees with uniforms as outer working clothes and will launder those clothes without charge.

43 Delegates' Rights

This Agreement is to be read as though the delegates' rights term of the Award as at the date on which this Agreement was approved by the Commission is a term of this Agreement.

PART 8 - SIGNATORY SECTION

SIGNED FOR

AND ON BEHALF

of

**Thomas Foods
International Tamworth
Pty Ltd**

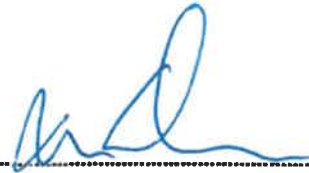
Signed :

Name :

Position :

Address :

Dated :



DEAN WOODMAN

L.M. OPERATIONS

LEVEL 2, 162 FULLERTON RD ROSE PARK SA 5067

26 / 7 / 2024

in the presence of:

Signed :

Name :

Address :

.....

Dated :



CHRIS RAMAGE

LEVEL 2, 162 FULLERTON ROAD ROSE

PARK SA 5067

26 / 7 / 2024

SIGNED FOR

AND ON BEHALF

of

The

Employees

Signed :

Print Name :

Position :

Address :

Suburb :

Post Code :

Authority to sign: Bargaining Representative

Dated :



JUSTINE SARMIENTO

Process Worker

10 BEAUS WAY

TAMWORTH, NSW

2340

in the presence of:

Signed :

Print Name :

Address :

.....

Dated :




Mailera Tamihana

55 Phoenix Street

Tamworth

01 / 08 / 2024.


SIGNED FOR
AND ON BEHALF
of
The
Employees

Signed : 
Print Name : Justin Smith
Position : Secretary AMIEU NN, TAS
Address : 13/26 Balook Drive
Suburb : Beresfield
Post Code : 2322

Authority to sign: Bargaining Representative

Dated : 26/7/24

in the presence of:

Signed : 
Print Name : Jason Roe
Address : 13/26 Balook Drive
Beresfield
Dated : 26/7/24

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 Manual Punching	
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	<p>General labouring tasks including but not limited to:</p> <p>Chiller loading</p> <p>Tongue trim/Packer (2 operators)</p> <p>Hock cutter</p> <p>Shoulder puller operator</p> <p>Floor person</p> <p>Bung plug</p> <p>Head cutter – manual</p> <p>Spreader/Dentition</p> <p>Vac san operator manual</p> <p>Slide & Gambrels</p> <p>Hook room</p> <p>Stamper</p> <p>Sweet bread</p> <p>Kidney fat removal</p> <p>Fat score only</p> <p>Seal pizzal</p>	<p>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.</p>
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)	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 Competent Dexe and Leap Operator Mutton Fleecers.	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 .	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	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) Driver of motor vehicle exceeding 6 tonne carrying capacity	
3	Senior Waste Water/Effluent Treatment Plant Operator with responsibility for overseeing the operation of the plant. Driver of motor vehicle not exceeding 6 tonne carrying capacity.	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 Waste Water/Effluent Treatment Plant Operator.	
5	General labouring tasks including but not limited to: Waste collection Grounds person Waste Water/Effluent Treatment Plant Operator having completed induction and minimum of 3 months service but less than 6 months service post-employment.	
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 carcass 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 Carcass 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)	

Cleaning		
Level	Tasks	Comments
1	Not Applicable	
2	Not Applicable	
3	Not Applicable	
4	Cleaner competent in all cleaning tasks.	
5	Cleaner having completed induction and minimum of 3 months service but less than 6 months service post-employment.	
6	Entry Level Cleaner with no previous industry experience and less than 3 months post-employment. Cleaner is supervised directly or indirectly.	

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	\$35.02	\$35.02	\$35.02	\$35.02	\$35.02	\$40.28	\$43.77
Level 2							
On Commencement	\$31.62	\$31.62	\$31.62	\$31.62	\$31.62	\$36.35	\$39.52
Level 3							
On Commencement	\$27.61	\$30.39	\$29.29	\$28.82	\$27.50	\$31.45	\$35.29
Level 4							
On Commencement	\$26.58	\$29.26	\$28.21	\$27.75	\$26.48	\$30.28	\$33.98
Level 5							
On Commencement	\$25.98	\$28.60	\$27.56	\$27.12	\$25.87	\$29.59	\$33.21
Level 6							
On Commencement	\$24.83	\$27.34	\$26.35	\$25.92	\$24.73	\$28.29	\$31.75

Note: Casual employees are entitled to be paid at the applicable Agreement Usual Hourly Rate plus the 25% loading in accordance with clause 12.1.2.

PAY RATES TABLE – 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 X 150% + 4hrs X 200%	4 hrs X 150% + 6hrs X 200%	4hrs X 150% + 6hrs X 200%	4hrs X 150% + 6hrs X 200%	4hrs X 150% + 6hrs X 200%	3hrs X 150% + 5hrs X 200%	4hrs X 150% + 4hrs X 200%

IN THE FAIR WORK COMMISSION

FWC Matter No:

AG2024/2953

Applicant:

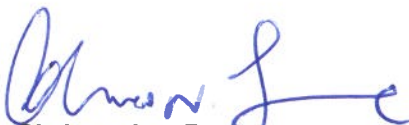
Thomas Foods International Tamworth Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Christopher Ramage, Group Human Resources Manager for Thomas Foods International give the following undertaking with respect to the Thomas Foods International Tamworth Pty Ltd Production Employees Enterprise Agreement 2024 as follows:

1. I have the authority given to me by Thomas Foods International to provide this undertaking in relation to the application before Fair Work Commission.
2. The Company undertakes that it will apply clause 25.2 of the Award in relation to the definition of shift workers and their entitlements to additional leave.
3. The Company undertakes that for the purposes of clause 12.3, any part-time employee who works in excess of their agreed hours in any week we be paid at the applicable overtime rate for the hours worked in excess of their agreed hours.
4. The Company undertakes that for any part-time employee who works in excess of their agreed hours on a public holiday, the Company undertakes that it will pay to those employees not less than they would otherwise receive for the same period under the Meat Industry Award.



Christopher Ramage
Group Human Resources Manager

Date: 3/9/2024

31A. Workplace delegates' rights

[31A inserted by [PR774771](#) from 01Jul24]

31A.1 Clause 31A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 31A.

31A.2 In clause 31A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

31A.3 Before exercising entitlements under clause 31A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

31A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

31A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

31A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 31A.5. This

includes discussing membership of the delegate's organisation and representation with eligible employees.

- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

31A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 31A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

31A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.

- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

31A.9 Exercise of entitlements under clause 31A

- (a) A workplace delegate's entitlements under clause 31A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 31A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 31A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

Meat Industry Award 2020

- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 31A.