



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Big River Pork Pty Ltd
(AG2025/2851)

BIG RIVER PORK AND AMIEU MEAT PROCESSING ENTERPRISE AGREEMENT 2025

Meat Industry

COMMISSIONER THORNTON

ADELAIDE, 23 SEPTEMBER 2025

Application for approval of the Big River Pork and AMIEU Meat Processing Enterprise Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as the *Big River Pork and AMIEU Meat Processing Enterprise Agreement 2025* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Big River Pork Pty Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[4] I observe that clause 34.1 concerning personal leave may not be consistent with the National Employment Standards (**NES**) in that it expresses the accrual of personal leave in hours when the NES provides for the entitlement to 10 days per year of personal leave. Further, I observe that clause 36 of the Agreement may be inconsistent with the NES in that it does not make clear the entitlement to public holidays declared or observed in the relevant state or territory. Noting clause 6 of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Agreement does not contain a Delegates' Rights Term, as required by s 205A(1) of the Act. Under s.205A(2), the Workplace Delegates' Rights term in Clause 31A of the *Meat Industry Award 2020* is taken to be a term of the Agreement.

[6] The Australasian Meat Industry Employees Union (**AMIEU**) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the AMIEU.

[7] The Agreement is approved and will operate in accordance with s.54 of the Act from 30 September 2025. The nominal expiry date of the Agreement is 23 September 2029.



COMMISSIONER

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ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2025-2851 – Application for approval of the Big River Pork and the AMIEU Meat Processing Enterprise Agreement 2025

Applicant:

Big River Pork Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Natasha Pawlowsky, Strategic HR & WHS Manager have the authority given to me by Big River Pork Pty Ltd to give the following undertakings with respect to the Big River Pork and the AMIEU Meat Processing Enterprise Agreement 2025 ("the Agreement"):

1. Dispute resolution term – Clause 10 The employer undertakes that it will comply with and give effect to any matters arising under the applicable modern award(s) and/or the National Employment Standards (NES), as required by Schedule 6.1 of the Fair Work Regulations 2009.
2. Part-time safeguards – Clause 12 The employer undertakes that, the employer and the part time employee will agree in writing on a regular pattern of work regarding the hours worked, days worked, starting and finishing times and daily engagement of a minimum 4 hours as provided by section 10 Part-time Employees of the Meat Industry Award 2020 MA 000059.

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


Signature

15th September 2025
Date

Big River Pork Pty Ltd and the AMIEU

Meat Processing Enterprise Agreement 2025

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.

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Schedule A

PART 1 – APPLICATION AND OPERATIONS

1. Title

This agreement shall be known as the Big River Pork and AMIEU Meat Processing Enterprise Agreement 2025.

2. Duration of Agreement

- 2.1.1 This Agreement shall come into operation from the first full pay period on or after 7 days from the date of approval of the agreement and shall have a nominal life of 4 years.

3. Definitions and Interpretations

- 3.1 In this agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

Award means the Meat Industry Award 2020 (MA000059)

Continuous service has the same meaning as in the NES.

Employer means Big River Pork Pty Ltd (ABN:45092615373)

FWC means Fair Work Commission

Related company means a related company within the meaning of the *Corporations Act 2001* (Cth)

Union means the Australasian Meat Industry Employees Union (AMIEU)

‘We’, ‘us’, ‘our’, ‘organisation’, ‘Big River Pork’, ‘BRP’, ‘company’ are terms used interchangeably and mean the Employer.

‘You’, ‘your’, ‘employee’, ‘worker’ are terms used interchangeably and mean employee.

- 3.2 Ordinary hourly rate for overtime and other purposes

ordinary hourly rate means the agreement rate of pay per week prescribed in clause 19.1 – Minimum Wages (Schedule F) for the classification of the employee, divided by 38;

time and a quarter means the ordinary hourly rate increased by 25%;

time and a half means the ordinary hourly rate increased by 50%; and

double time means the ordinary hourly rate increased by 100%.

- 3.3 Where this agreement refers to a condition of employment provided for in the NES, the NES definition applies unless stated otherwise.

4. Coverage

4.1 This agreement covers all employees employed at the Big River Pork Pty Ltd (Murray Bridge) whose work is described in the classification structure set out at Schedule A.

4.2 The agreement does not cover:

- i) Meat Inspectors (being employees of an employer covered by this agreement who are engaged to perform duties equivalent to duties usually performed by AQIS Meat Inspectors);
- ii) Employees engaged to undertake managerial duties and responsibilities (at the level of foreman and above);

5. Relationship to the Award

The terms of the Meat Industry Award 2020 ("The Award") as varied from time to time are incorporated into this Agreement.

If an incorporated Award term is inconsistent with an express term of this agreement, the express term in this Agreement, prevails over the incorporated Award term to the extent of any inconsistency.

Upon incorporating the Award terms into this Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of this Agreement rather than provisions of the Award. For example the loadings penalties and allowances in the Award apply to the Agreement rates not the Award rates unless stated otherwise.

6. The National Employment Standards and the Agreement

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an 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.

7. Flexibility

7.1 Notwithstanding any other provision of this enterprise agreement, an employer and an individual employee may agree to vary the application of certain terms of this enterprise agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

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

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4 The agreement between the employer and the individual employee must also:
 - (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this enterprise agreement that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8 The agreement may be terminated:
 - (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.
- 7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this enterprise agreement.

CONSULTATION AND DISPUTE RESOLUTION

8. Facilitative Provisions

8.1 Agreement to vary award provisions incorporated into this agreement

8.1.1 This agreement also contains agreement between the employer and employees on how specific award provisions are to apply at the workplace or section or sections of it.

9. Consultation

9.1 Consultation Regarding Major Workplace Changes

(a) Employer to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1.
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9.2 Consultation about changes to rosters or hours of work

(a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

(b) The employer must:

- (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

10. Dispute Resolution

- 10.1 The parties to this agreement will aim to settle any industrial matters at the worksite as a priority.
- 10.2 Accordingly, the aim of the agreement is to promote consultative mechanisms to provide an efficient method of communicating to try and resolve issues in the most expeditious fashion and at the workplace wherever possible.
- 10.3 To this end the employer will recognise duly elected workplace AMIEU representatives as a key element of the disputes settlement procedure.
- 10.4 This does not affect in any way the right of any employee to be represented by someone of their own choosing, but the company and the union both agree to communicate in a structured way to settle disputes where affected employees do not appoint another representative.
- 10.5 The company will allow duly elected union workplace delegates employed at Big River Pork reasonable time to follow up issues and reasonable time to meet and confer with the onsite members and the company to resolve issues expeditiously.
- 10.6 The company will also allow onsite AMIEU delegates time to meet with AMIEU Branch officials when on site when requested by the AMIEU, provided that such time shall not be unreasonable. (i.e. no more than 30 minutes per month unless agreed otherwise by the company on a particular visit or particular issue)

10.7 Dispute Procedure

- 10.7.1 An employee who has a grievance should take the matter up with the sectional supervisor. The employee may ask the sectional Union delegate and/or any other employee appointed representative to take the matter up with the supervisor on their behalf. If they so desire, they can be present with the delegate / representative or may take the matter up themselves if they believe that the matter can be settled at this level.
- 10.7.2 If the employee/s are dissatisfied with the section supervisor's decision they may then refer the matter to the Production Manager or Human Resources Manager. This shall happen as promptly and practically as circumstances require.
- 10.7.3 This procedure shall not prevent the employer, the AMIEU State Officials and/or the employee nominated representative from making direct representations to one another on any matter giving rise to or likely to give rise to a dispute or grievance.
- 10.7.4 The Union Delegate shall be allowed to contact and/or involve the union office for advice or representation at any stage during the course of this procedure.
- 10.7.5 The parties to this agreement undertake to work within realistic time frames when communicating and responding to each other when dealing with the resolution of disputes.

- 10.7.6 Where the matter is still unresolved at this level a party bound by this agreement may refer the matter to Fair Work Commission who may utilise mediation, conciliation and arbitration to resolve an issue.
- 10.7.7 Where the matter relates to this agreement or the NES, and remains unresolved Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.7.8 Whilst the above procedures are being followed, the status quo prior to the dispute or grievance occurring shall remain and the workers agree that work shall continue as normal without strikes, bans or limitations, subject to applicable health and safety legislation.
- 10.7.9 In all of the circumstances described in this clause 10, AMIEU delegates/representatives, or any other chosen employee representative, will be required to obtain the permission of their supervisor to leave their work station.

PART 2 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

11. Types of Employment

11.1 Types of Employment

Employees under this agreement will be employed in one of the following categories:

- Full-time;
- Part-time;
- Casual;
- Daily Hire: Full-Time; or
- Daily Hire: Part-Time

11.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time, casual or Daily Hire (Full-Time/Part-Time).

11.3 The employer and an employee may agree to the transfer of the employee from one category to another.

12. Full-time Employment

12.1 A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

12.2 It is agreed that at any time not less than 50% of the total Full time weekly hire and casual positions covered by this agreement will be offered and made available as full time weekly hire, provided that;

- There are Casual employees who wish to become full time weekly hire,
- The company is given up to 4 weeks to satisfy this minimum requirement after it is identified it is below this base,
- The person or persons seeking full time employment can fully meet the skill requirements of the relevant classification positions available.

13. Part-time Employment

13.1 An employer may employ part-time employees in any classification in this agreement.

13.2 A part-time employee employed under the provisions of this agreement will be paid for ordinary hours worked at the rate of 1/38th of the appropriate weekly rate prescribed in clause 19- Minimum wages (Schedule F).

- 13.3 Arrangements for part time employment shall be in accordance with the award conditions calculated on a pro-rata basis.

14. Casual Employment

- 14.1 A casual employee is one who is engaged and paid as such.
- 14.2 A casual employee will perform such work as the employer requires during the period of engagement.
- 14.3 The minimum period of engagement of a casual will be four hours each day or shift, which may be comprised of hours within or outside the span of ordinary hours provided for in this agreement unless the employee is subject to the provisions of 14.13 and 14.14.
- 14.4 Employment of a casual will terminate at the end of each day.
- 14.5 The ordinary hours of a casual employee must not exceed 10 hours per day, or 152 hours in any 4 week cycle. For the avoidance of doubt, and subject to clause 14.3, a casual employee will be paid for the actual hours worked.
- 14.6 The minimum period of engagement for a casual cleaner employed to clean premises may be two hours on any day or shift.
- 14.7 Casual employees will be paid at the termination of each engagement or in accordance with other agreed pay arrangements.
- 14.8 A casual employee, for each ordinary hour worked or part thereof, will be paid at the rate of:
- 1/38th of the appropriate weekly rate prescribed in clause 19 – Minimum wages (Schedule F); plus
 - a casual loading of 25% based on that hourly rate.

A casual employee who works overtime does not receive the loading set out in clause 14.9 but receives, instead, the overtime penalty rates set out in clause 32 - Overtime:

- 14.9 A casual employee employed on shift work will, in addition to the casual loading set out in clause 14.9, be paid the appropriate shift penalty based on the ordinary hourly rate excluding the casual loading.
- 14.10 Casual employees will be notified wherever possible of their starting and finishing times for the period of their engagement at the commencement of their engagement.
- 14.11 An employee engaged under the prior Big River Pork Agreement may remain as a casual for such period as the employee determines, (subject to satisfactory performance and behaviour), even though their hours of work may be systematic and regular and the employee may have a reasonable expectation of ongoing employment.
- 14.12 An employee covered under 14.12 who wishes to remain working as a casual will complete a statement each 12 months confirming their decision to remain a casual for a further 12 month period and that they understand they may apply to convert to weekly 'hire employment at any time they remain a casual employee of Big River Pork. The form of the statement is set out in Schedule D.

- 14.13 A casual employee who is employed at the time of this agreement being made, who wishes to move from casual employment to weekly hire shall be required to complete the application form in Schedule E of this agreement.

Approval for transfer under 14.14 will be granted subject to satisfactory work performance over the previous 12 months and duly completed Schedule E, within 3 months of the signing of this agreement.

15. Daily Hire

- 15.1 An employer in a meat processing establishment may employ daily hire or part-time daily hire employees.
- 15.2 The daily hire employee will be employed by the day or shift or part thereof as the case may be, without breaking service for the purposes of the award and the NES as to payment for public holidays, personal/carer's leave and annual leave. Employment will terminate at the end of each day or shift on which the employee is employed.
- 15.3 A full-time daily hire employee may be required by the employer to work no less than 7.6 ordinary hours for each day they are employed.
- 15.4 A part-time daily hire employee may be required by the employer to work no less than four consecutive hours for each day they are employed.
- 15.5 Notwithstanding the termination of employment at the end of each day or shift, the engagement of a daily hire employee or part-time daily hire employee will continue until the engagement is terminated.
- 15.6 Engagement may be terminated by notice on either side as from the end of the ordinary working hours on the day or shift on which notice is given or at any later time specified by the notice.
- 15.7 Other than an event of a stand down under clause 41 – Stand Down of Employees, a daily hire employee must be given the following notice not to attend for work or if such notice is not given then he or she shall be paid for the day the rate of pay prescribed by his or her classification for the minimum hours rostered for that day:
- a) Under normal circumstances no later than the end of the working shift on the day immediately prior to the day on which they will not be required to attend; or
 - b) In the case of a circumstance beyond the control of the employer; on arriving to attend for duties on the day that they are not required for such duties, provided the employee does not perform any work.

On any such day, the workers affected by such a decision of the employer shall be stood down without pay.

- 15.8 A full-time daily hire employee will be paid at the daily rate of 1/5th of the appropriate weekly rate prescribed by clause 19—Minimum wages (Schedule F).
- 15.9 A part-time daily hire employee will receive for the hours worked, on a pro rata basis, equivalent pay and conditions to those of daily hire employees who perform the same work.

- 15.10 In consideration of the rights conferred, a daily hire employee or a part-time daily hire employee will attend and offer for employment at the normal or other place specified by the employer at the usual starting time on each ordinary day unless notified on a particular day they are not required to attend

16. Termination of Employment

- 16.1 The provisions relating to this matter are as set out in the Award but in order to terminate employment the following shall apply;

Length of service at BRP	Employer	Employee
One year or less	1 week	1 week
More than one year	2 weeks	2 weeks
More than 3 years	3 weeks	2 weeks
More than 5 years	4 weeks	2 weeks

Where an employee is over 45 years of age the employer shall give one further weeks' notice in addition to the notice specified above.

17. Redundancy

- 17.1 The provisions relating to this matter are as set out in the Award.

PART 3 – CLASSIFICATIONS, MINIMUM WAGES AND RELATED MATTERS

18. Classifications

- 18.1 Employees covered by this agreement are to be classified according to the structure set out in Schedule A.
- 18.2 The hourly rates for those classifications appear in clause 19 – Minimum wages (Schedule F).

19. Minimum Wages

19.1 Meat Industry Levels

Covered Under Schedule F – Minimum Wages: Meat Industry Levels

20. Junior Rates

Junior employees will be paid adult rates if they are assessed as capable of performing the work required of adults. In all other cases the rates for juniors will be those set out in the award

21. Apprentices

The provisions relating to this matter are as set out in the Award.

22. National Training Wage

The provisions relating to this matter are as set out in the Award.

23. School-based Apprentices

The provisions relating to this matter are as set out in the Award.

24. Allowances

24.1.1 Team Leader.

- 24.1.2 An employee appointed as a Team Leader for an area or work group shall be paid an additional \$2.04 per hour for all purposes whilst holding the position of Team Leader.

The Team Leader allowance shall be increased by the annual wage increase during the nominal life of this agreement.

24.2 Meal Allowance

- 24.2.1 An employee required to work a 5 day roster will be paid a meal allowance of \$ 18.38 if they work more than 9.1 hours in a single day
- 24.2.2 An employee required to work a 4 day roster will be paid a meal allowance of \$18.38 if they work more than 11.0 hours in a single day
- 24.2.3 Any employee who volunteers to work a 5th day on a standard 4 day roster will be paid a meal allowance of \$18.38 if they work more than 11 hours on that 5th day

24.3 First Aid Allowance

- 24.3.1 An appropriately qualified employee, who acts instead of and performs the duties of a full-time first aid officer or nurse, must be paid a weekly allowance of \$19.95

24.4 Traveling and Transfer

- 24.4.1 Where an employee is temporarily transferred during working hours from one location to another the employer will pay such employee all reasonable costs of transit and travelling time.

24.5 Clothing

- 24.5.1 The employer shall supply and launder an employee's outer working clothes.

24.6 Adjustment of Allowances

- 24.6.1 The meal allowance and first aid allowance shall be adjusted in accordance with adjustments to the Award allowance rates.

25. Higher Duties

An employee engaged for two hours or more on any day or shift on duties as part of a rotation for which they have been deemed competent carrying a higher rate than their ordinary classification will be paid the higher rate for such day or shift, and if for less than two hours of the employee's total time worked on such day or shift, the employee will be paid for the time actually worked at the rate of the higher classification and the balance of the employee's working time at the rate pertaining to the employee's ordinary classification. This clause is to be read in conjunction with the Classification Structure Guidelines in regard to training and progression.

25.1 Step Up Procedure

- 25.1.1 As part of the training and development policy of Big River Pork, employees will be offered training at higher levels based on an employee's expression of interest in further training and development and the Company's needs at a particular point in time. Employees signing the expression of interest will agree to step-up as required (unless unfit to do so).
- 25.1.2 All employees will be advised of the need to complete an Expression of Interest if they wish to be considered for step-up (or be invited by management to do so). Once an employee has undertaken the training for a higher-level role with a buddy and has been assessed by management as competent in a specific job (or jobs) they will, as necessary be used as a 'step-up', and paid the higher rate.

- 25.1.3 Notwithstanding the provisions of clauses 24.1 and 24.2 (above) an employee shall on the successful completion of training and assessment for a particular role competency receive a letter advising them of their competency sign off. The employee shall also be advised the letter may be withdrawn in the event that the work is not performed to the standard required. In such cases they would need to undergo retraining and assessment before stepping up to the higher position in future.
- 25.1.4 Step-up may occur on a daily engagement basis but if for less than a day, than the higher duties clause will continue to apply (clause 24) (i.e. payment at the higher rate for the period worked or the whole shift if more than 2 hours work is involved.)
- 25.1.5 For longer term absences the company will offer the step-up to a competent employee based on operational needs and/or in the interest of skills maintenance (i.e. spread the available step-up work around the qualified step-ups).

25.2 Relieving Meat Inspectors

- 25.2.1 An employee who is usually engaged to perform work in a classification under this agreement and who is requested to perform meat inspection duties on a relief basis (but not permanent replacement basis) shall be entitled to payment for all such periods of relief duty at Level 7 under the classifications Schedule F of this agreement.
- 25.2.2 For the purposes of this clause only, meat inspection duties shall mean and include the performance of any number of the tasks usually performed by a meat inspector (as defined in clause 4.2.1 of this agreement).

26. Payment of Wages

- 26.1 Wages will be paid on a regular weekly basis or in a manner agreed between the employer and employee. If there is no agreement, payment must be made on the usual pay day each week Monday to Thursday.
- 26.2 Upon termination of employment, any wages due to an employee will be paid the next scheduled pay run..

27. Superannuation

- 27.1 Superannuation shall be paid in accordance with the Superannuation Guarantee into an approved industry fund. Where no request is made by an employee the default funds shall be;

AMIST – Australian Meat Industry Superannuation Trust or

MIESF – Meat Industry Employees Superannuation Fund

PART 4 – HOURS OF WORK AND RELATED MATTERS

28. Hours of Work

28.1 Ordinary Hours of Work

- 28.1.1 The ordinary hours of work shall be an average of 38 hours per week worked on the basis of the following arrangements.
- 28.1.2 The Normal work cycle will operate at all times except for the seasonal cycle shown in 28.1.1.1 and consist of an average of 38 hours per week worked over a 152 hour / 4 week cycle between the hours of 5:00 am and 7:00 pm.

- 28.1.3 The ordinary hours of work are to be worked continuously at the discretion of the employer, except for meal breaks or other breaks prescribed in the agreement.
- 28.1.4 The maximum number of ordinary hours which may be worked on any day or shift must not exceed 10 hours; with any hours thereafter paid at overtime rates; such hours do not count as part of the 152 hour cycle.
- 28.1.5 A weekly roster shall be posted each Friday showing the starting times for the ensuing week, plus an expected daily production throughput with the number of rostered Ordinary Hours for the week, up to a maximum of 40 Ordinary hours to be called in any one week. For the avoidance of doubt – if any week has a roster of more than 38 hours (up to 40 maximum) then these hours over 38 must be reduced in another week in the cycle so that only 152 Ordinary hours occur in the 4 week cycle.
- 28.1.6 The weekly roster will include an expected daily finish time. Such finish time is a non binding estimate and will not be used for the purposes of calculating overtime, which is covered under clause 32 – Overtime and Reasonable Additional Hours.
- 28.1.7 Rosters may be changed at any time where agreement exists between the company and the majority of affected workers. Where no agreement exists to change the roster then the employer may alter the roster for a particular week upon giving 36 hours' notice.
- 28.1.8 In the event that an employee, including casuals and daily hire, works more than the agreed rostered hours for the week, these hours will be paid for at the overtime rate; such time will not count as part of the 152 ordinary hour cycle.
- 28.1.9 Where an employee other than a casual or daily hire finishes the work week with less than the rostered weekly Ordinary hours, the employee is entitled to be paid for all hours worked as if they had completed the full rostered Ordinary hours for the week but such hours worked that are less than the rostered ordinary hours for the week will not count towards the 152 cycle hours.
- 28.1.10 In short weeks arising as a result of a Public Holiday, the 40 Ordinary Maximum hour rule will be altered (if required) to a maximum of 35.4 rostered hours (plus 7.6 public holiday hours; in total equals a maximum total of 43 Ordinary hours) to allow the work to be done. However the excess hours created by this roster must be offset during the cycle elsewhere so that no more than 152 Ordinary hours (including the Public Holiday at 7.6 hours) are worked. Hours in excess of 152 hours (including the 7.6 public holiday hours) are considered by the parties to be reasonable additional hours in accordance with the Fair Work Act 2009.
- 28.1.11 The Seasonal work cycle shall operate from the beginning of week 48 of each year until the end of week 3 in the following year. This work cycle shall consist of 304 ordinary hours worked over an 8 week cycle subject to Work, Health and Safety (fatigue management) considerations. During the seasonal work cycle an employee classified as level BR1 shall be paid at level BR 2 for the duration of the seasonal work cycle. The following restrictions on the maximum weekly hours worked in the seasonal cycle will be;
- No more than 304 Ordinary hours in total may be worked over the 8 weeks
 - No more than 10 ordinary hours may be worked in any day and then overtime hours will commence
 - No more than 43 ordinary hours may be rostered in any week, and thereafter hours worked will be at overtime rates.
 - If a sixth day is required to be worked in a week, then it will be paid at overtime rates.

- Notwithstanding the hours rostered each full-Time Weekly Hire employee will be paid an amount equal to 38 hours of each week during the seasonal cycle. At the end of the seasonal cycle if for full time employees their ordinary hours worked is less than 304, their pay will be made up to 304 total ordinary hours, or
- If at the end of the seasonal cycle, or if/when the ordinary hours worked is greater than 304 in the seasonal cycle, then these additional hours over 304 will be corrected to be paid out at overtime rates.

28.1.12 Any hours worked outside the spread of hours listed must be paid at overtime rates.

28.1.13 ORDINARY SPREAD OF HOURS

(iii) The following table shows the spread of ordinary hours:

Days	Spread of hours
Monday to Friday	5:00 am– 7:00 pm

- (iv) The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and a majority of employees affected. Agreement in this respect may also be reached between the employer and an individual employee.
- (v) If agreement is reached in accordance with this agreement, the following are the minimum rates to be paid:

- between midnight Friday and midnight Saturday—rate of time and a half; and
- between midnight Saturday and midnight Sunday—rate of double time.

(vi) **Weekends off**

Once every four weeks, an employee who works ordinary hours on each Sunday over a 152 hour work cycle must be given three consecutive days off which will include a Saturday and a Sunday. Any alternative arrangements between the employer and the employee must be by mutual agreement and in writing and signed by each of the parties.

(vii) Any work performed by an employee prior to the commencement of the spread of hours and which is continuous with the normal ordinary hours for the purpose, for example, of getting the plant in a state of readiness for processing work, may be regarded as part of the 38 ordinary hours of work.

28.2 Cleaners

- 28.2.1 Where ordinary hours for an employee are commencing after 8.30 am and prior to 12.00 noon, employees must receive their ordinary hourly rate.
- 28.2.2 Where ordinary hours for an employee are commencing at 12.00 noon or later and finish at or before midnight, employees must receive their ordinary hourly rate plus 10%.
- 28.2.3 Where ordinary hours for an employee finish after midnight, employees must receive overtime rates for any hours after midnight unless otherwise agreed.

28.3 Load Out Areas

- 28.3.1 Load out employees may be employed as Full Time, Weekly Permanent Part time, Casuals or Daily Hire

- 28.3.2 Loadout employees employed Full time shall work an average of 38 hours per week over a 152 hour/4 week cycle either;
- On the weekday shift Monday through Friday, or
 - The weekend shift Sunday through Thursday
- 28.3.3 Load Out employees shall commence their shift after 12.00 noon and finish at or before midnight on either of the shifts indicated in 28.3.1, and will receive their ordinary hourly rate plus 10%.
- 28.3.4 Any Sunday hours worked will be paid at 150% of the Ordinary hourly rate for the first 7 hours; then 200% thereafter. These hours will contribute to the Ordinary hours for Full time and Part time employees.
- 28.3.5 Any hours worked after midnight on any day will be paid at overtime rates unless otherwise agreed.

29. Meal breaks and rest breaks

- 29.1** If you are rostered to work more than 5 hours on a day you will get an unpaid meal break. The meal break will be for a minimum of 30 minutes and will usually commence between midday and 1 p.m. Sometimes this may vary because of changeovers or breakdowns. You and your manager may agree to vary the timing of the meal break to suit operational requirements.
- 29.2** If we direct you to work through your meal break we will pay you at overtime rates.
- 29.3** If production is scheduled to end during the meal break, then with majority agreement of employees in the work area, work will continue and no meal break will be taken in the expectation you will finish early for the day. We will pay you ordinary rates of pay in this circumstance.

Paid and unpaid rest breaks

- 29.4** If you are rostered to work more than 4 hours on a day you will get a number of rest breaks. One of these will be a paid 20-minute break, the others will be unpaid 10-minute breaks. We would like to give you a break of some description (including the unpaid meal break) approximately every 90 minutes where production runs to schedule.
- 29.5** Ideally, the timing of the meal and rest breaks (allowing for staggered starts) would be:

Time		Break duration	Paid or unpaid	Counted as time worked?
Kill/Offal	Boning			
06:35	06:00	Start		
08:00	07:30	10 min rest break	Unpaid	No
09:40	08:40 to 09:20	20 min rest break	Paid	Yes
11:00	11:00	10 min rest break	Unpaid	No
12:40	12:00 to 13:00	30 min meal break	Unpaid	No
14:30	14:30	10 min rest break	Unpaid	No
16:00	16:00	10 min rest break	Unpaid	No

(Slaughter Floor Yards start approximately 20 minutes before top kill floor and offal, Boning room packing normally starts 15 min after boning and timings will be adjusted accordingly)

- 29.6 We will reasonably attempt to provide these breaks at the times we have indicated but we realise there may be delays to production due to customer or line changeovers or machinery issues. This means there may be some variation to these timings on some days as is custom and practice in the workplace.
- 29.7 We may vary the structure and duration of unpaid breaks in this clause by agreement between us and the majority of workers in a work area, or between us and an individual worker.
- 29.8 As described in the table in this clause the paid break counts toward time worked on a day whereas unpaid breaks do not count as time worked.
- 29.9 We operate staggered meal and rest breaks which will vary the preferred timings of meal and rest breaks.

End of production runoff

- 29.10 Where the last rest break of the day is scheduled and there is less than 15 minutes estimated production remaining it is agreed you will work through that rest break to allow for an earlier end of day.

30. Interruption of Work

If an interruption of work for any cause occurs within 30 minutes of the commencement of a break or within 30 minutes of a normal meal break, the employer may direct that the break or meal break be taken. Provided that where there is a breakdown of machinery within one hour of the time of the normal meal, the employer may require employees to have their meal break at an earlier time.

31. Shift Work

- 31.1 Worked performed on afternoon shift will attract a loading of 10% above the hourly rates designated in Clause 19- Minimum Wages (Schedule F)
- 31.2 The other provisions relating to this matter are as set out in the Award.
- 31.3 No employee will be disadvantaged when compared to the Award

32. Overtime and Reasonable Additional Hours

- 32.1 The parties are agreed that consistent with industry practice and animal welfare considerations, employees will process all pigs presented on any given day, subject to the Work, Health and Safety considerations (fatigue management).
- 32.2 If work is held up for any reason whatsoever, the employee shall, at the request of the company, resume work so as to complete all tasks commenced to avoid loss of product. The company may require work to be resumed in order that all scheduled production on any day shall be completed, notwithstanding interruptions or stoppage of work. The parties are agreed that these hours constitute reasonable additional hours for the purposes of the Fair Work Act 2009.
- 32.3 This may require an employee to work in excess of 10 ordinary hours per day or in extraordinary circumstances more than 5 days per week. The parties agree that such hours shall be paid at overtime rates and constitute reasonable additional hours for the purposes of the Fair Work Act 2009.

32.4 It is the responsibility of an employee who, for family/domestic/medical reasons is unable to work in excess of 9.5 hours on any particular day, and/or is unable to work a particular weekend shift, to notify the employer (by direct communication to their Manager or by phone to Supervisor, or company phone recorded message) when the roster is posted on the Friday of the week prior to work week in question, or at the earliest possible opportunity thereafter, and in any case no later than the commencement of the day's work on the day they are unavailable.

32.5 Entitlement to overtime and payment

If required to work more than the rostered Ordinary hours in any one week, employee will be paid in accordance with the following;

- a) Total hours in excess of the rostered ordinary hours in any week (excluding hours already paid as overtime pursuant to 32.5 b) and C)) shall be classified as overtime and paid the specified overtime rate
- b) Hours in excess of 10 on any given day will be classified as overtime and will be paid at one and a half times the Ordinary Hourly rate
- c) Hours worked in excess of 12 in any one day will be classified as overtime and will be paid at double the ordinary rate

The first 3 hours on a Saturday that fall outside the ordinary spread of hours will be paid at time and a half times the ordinary rate and all hours worked in excess of 3 will be paid at double the Ordinary Hourly rate.

All overtime worked on a Sunday will be paid at double the Ordinary Hourly rate with a minimum payment of four hours.

PART 5 – LEAVE AND PUBLIC HOLIDAYS

33. Annual Leave

33.1 Annual Leave

Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.

33.2 Definition of Shift Worker

For the purpose of the additional week of leave provided for in the NES, **shift worker** is a seven day shift worker who is regularly rostered to work on Sundays and public holidays.

33.3 Payment for Annual Leave

- a) An employee under this agreement, before going on annual leave, will be paid:
 - (i) their ordinary time earnings that they would have earned had they not been on leave; and
 - (ii) any annual leave loading as provided in clause 33.5.
- b) For the purpose of ascertaining ordinary time earnings in 33.3 (a) the following are not included:
 - (i) Incentive-based payments;
 - (i) bonuses;

- (ii) loadings;
 - (iii) monetary allowances;
 - (iv) penalty payments (other than ordinary hour penalty rates for employees provided for in this agreement and only if the employee is regularly rostered to work on weekends); and
 - (v) any other separately identifiable amounts.
- c) In the event of an employee being engaged four weeks prior to the commencement of leave, or termination of employment, in two or more classifications entitling the employee to different rates of pay, the wages to be paid to the employees will be the average of the weekly wage rates for the classifications in which the employee was engaged.

33.4 Electronic Funds Payment of Annual Leave

- 33.4.1 Any employee electing to have their annual leave paid in a lump sum in advance will need to make an application to their Departmental Manager at least 28 days prior to the commencement of leave. Such application will not be refused if based on reasonable grounds.

33.5 Annual Leave Loading

- 33.5.1 An employee will receive a loading of 17.5% calculated on the appropriate rate of pay in clause 19 – minimum wages (Schedule F).
- 33.5.2 Employees who would have worked on shift work had they not been on leave will be paid the greater of the shift allowance or the 17.5% loading, but not both.
- 33.5.3 An employee and the employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.

33.6 Payment of Annual Leave on Termination of Employment

- 33.6.1 The provisions relating to this matter are as set out in the Award.

33.7 Annual Close-down

- 33.7.1 The provisions relating to this matter are as set out in the Award.

33.8 Cash Out of Annual Leave

- 33.8.1 Annual Leave may be cashed out in accordance with the NES; except that the parties are agreed that at least 2 weeks leave must be taken as leave annually.

34. Personal/Carer's Leave and Compassionate Leave

- 34.1 Personal/carers' leave and compassionate leave are provided for in the NES. An employee (other than a casual employee) accrues personal leave on a pro rata basis for each ordinary hour worked up to a maximum of 76 hours per year of continuous service.

- 34.2 Personal/carers' leave may be cashed out in accordance with the NES which in summary provides;

- 34.2.1 The remaining personal leave accrual after cash out cannot be less than 15 days,
- 34.2.2 Each cash out payment must be by a separate agreement in writing, and

34.2.3 The employee must be paid the same amount had they taken the leave instead.

35. Community Service Leave

Community service leave is provided for in the NES.

36. Public Holidays

Public holidays are provided for in the NES.

36.1 Substitution of public holidays

An employer, with the agreement of the employee or employees, may substitute another day for any public holiday.

36.2 Payment for work on public holidays

Employees including casuals who work on:

36.2.1 Christmas Day and Anzac Day will be paid at double the ordinary hourly rate for all time worked;

36.2.2 Good Friday will be paid for all time worked at the rate of time and a half for the first four hours and double time thereafter based on the ordinary hourly rate; and

36.2.3 Any other public holiday will be paid at time and a half for the first two hours and double time thereafter based on the ordinary hourly rate.

36.2.4 For full-time employees, the above payments will be in addition to the ordinary weekly, daily or hourly rate of pay as appropriate.

36.3 Time off instead of public holiday rates

Notwithstanding any other provision of this clause, when an employee agrees to work on a public holiday which is part of their ordinary working week, they will be paid at the rate prescribed by this clause for the particular holiday, or by agreement between the employee and employer they may be paid the appropriate ordinary rate and given equivalent ordinary time off instead at a time agreed between the employer and the employee.

35.4 Non rostered Days

35.4.1 If a full-time employee who is not rostered on duty on any day that a public holiday falls during the ordinary week then the team member shall be entitled to one of the following;

- i) payment of an additional day's wage at ordinary time rate;
- ii) addition of one day to annual leave, payment for which shall be exclusive of annual leave loading

35.4.2 A day for purposes of this provision shall be 7.6 hours.

37. Long Service Leave

Long service leave is provided for in the SA Long Service Leave Act.

38. Supply of Knives, Tools, Accessories and PPE

- 38.1** Employees must supply their own knives tools and accessories.
- 38.2** Safety boots and personal protective equipment will be supplied by the employer and replaced on a fair wear and tear basis. In the event of an item being lost or deliberately damaged the employee will pay for the replacement.
- 38.3** All personal protective equipment must remain at the worksite.

39. Abandonment of Employment

- 39.1** An employee who is absent from work for a period of three consecutive days without the consent of the Company and during that time, has failed to notify the company or satisfy the company, the absence was for a reasonable cause, shall be deemed to have abandoned their employment – and the Company may terminate their employment.
- 39.2** . In a situation where the employer acts to terminate the employment of an employee for abandonment, the employer shall send a pre-paid post letter to the employee's last known address specifying a prospective date (specified date) at least 7 calendar days from the date of the letter during which the employee is directed to contact the employer to provide a reasonable explanation for their continued absence and to put the employee on notice if they fail to contact the employer by the specified date then the employer will take action to terminate the employee's contract of employment effective from a date commensurate from the end of the relevant period of termination of notice as provided in the National Employment Standards, commencing from the specified date.
- 39.3** A subsequent letter would be sent to the employee at their last known address confirming that as the employee failed to contact the employer by the specified date their contract of employment had been terminated effective from the end of the notice of termination period occurring from the specified date.

40. Probationary Period

- 40.1** Newly appointed employees continuing employment will be subject to a Probationary period of three (3) months. For the purposes of calculating the probationary period, periods of absence of four (4) consecutive rostered days or more shall not be taken into account. Provided that such consecutive rostered days may occur in sequence before and after non-rostered days. This probationary period is to be served concurrently with the (6) month employment period as described in the Act.
- 40.2** During the probationary period, the employee will keep Big River Pork informed of any symptoms of discomfort, pain or altered sensation experienced by the employee during his or her employment and will make themselves available for an assessment by a qualified medical service provider in order to determine an employee's fitness or suitability to perform work duties safely.

41. Stand Down of Employees

- 41.1** Notwithstanding anything elsewhere contained in this clause, the employer shall have the right to deduct payment for any day on which an employee cannot be usefully employed, because of any strike other than in the plant, or through any breakdown of machinery or any stoppage of work in the meat industry by any cause for which the employer cannot reasonably be held responsible, or any day or part of a day on which an employee cannot be usefully employed because of any strike in the meat industry.

- 41.2** In any stand down situation which may arise, casual and daily hire employees will be given preference for work over labour hire personnel provided that BRP casual and daily hire employees have the skills to perform the work available.

42. Employee right to disconnect

- 42.1** The provisions relating to this matter are as set out in the Award

Signatures of the Parties

FOR AND ON BEHALF OF BIG RIVER PORK PTY LTD

Company Representative

Witness

Name: Natasha Pawlowsky


Name: De-Arne Aslander

Position: Strategic HR & WHS Manager

Address: 283 Flagstaff Rd Murray Bridge SA 5253

Date: 21/08/2025

Date: 21/8/2025

Signature: 

Signature: 

FOR AND ON BEHALF OF THE EMPLOYEES

Bargaining Representative 1:

Witness

Name: Patrick Elliott

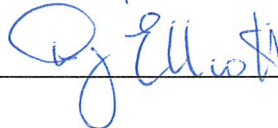
Name: John Dawson

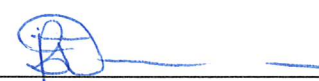
Position: Union Organiser

Address: Union Organiser

Date: 21/08/2025

Date: 21.08.25

Signature: 

Signature: 

P.O. Box 8,
BERESFIELD NSW 2309

SCHEDULE A – CLASSIFICATION STRUCTURE

SLAUGHTER FLOOR				
LEVEL	TITLE	TASKS	COMPETENCY	TO PROGRESS
Level 1	Trainee	Undergo on the job training, no experience in the industry maximum 3 Months until progression	On the Job Training	‘Removal off Buddy System’ Assessment for level 2 – General Labourer 2. Role
Level 2	General Labourer 2.	<ul style="list-style-type: none"> - Stamping - Washing - Kidney Enunciate - Flare removal - Changeover - Carcass Pusher - Chopper Flares & Hind quarter stringing - Chopper – Bagging Bungs - Chopper Hook /Bagging forequarter - Chopper Changeover 	‘Removal off Buddy System’ Assessment for level 2 – General Labourer 2. Role Competency Assessment - General Labourer 2.	<ul style="list-style-type: none"> - Stamping - Washing - Kidney Enunciate - Flare removal - Changeover
Level 3	General Labourer 1.	<ul style="list-style-type: none"> - Shackling - Hoisting / Dropped Carcass - Gambrel Application - Ticketing - Chiller Gate Operations - Floor Person - Stock Person - Chopper Jowl Removal - Hair Removal Torch 	‘Removal off Buddy System’ Assessment for level 2 – General Labourer 1. Role Competency Assessment - General Labourer 1.	“Expression of Interest” Form – To Progress to Trimmer Will only be filled when a position becomes vacant Stock Person Certificate III
Level 4	Trimmer	<ul style="list-style-type: none"> - Removal of Kidney Fat and Skirt - Trotter Removal - Head Cutter Operator - Head Removal - Cheek Meat removal - Stick wound removal - - Button - Chopper Trim Armpit 	‘Removal off Buddy System’ Assessment for level 4 – Trimmer. Role Competency Assessment - Trimmer.	“Expression of Interest” Form - To Progress to Slaughterman 3 Will only be filled when a position becomes vacant PLUS Competency in the Following;

		<ul style="list-style-type: none"> - Chopper Head Cutter - Chopper Jowling Down - Chopper Fore Trotter Removal - Chopper Head Removal - Chopper Enucleation - Chopper Quartering - Pleurisy Removal <p>Or</p> <p>Stock Person Certificate III</p>	<ul style="list-style-type: none"> - Removal of Kidney Fat and Skirt - Trotter Removal - Head Cutter Operator - Head Removal - Cheek Meat removal - Stick wound removal - Retain Rail 	
Level 5	Slaughterman 3.	<p>All Level 4 Trimmer Jobs except chopper roles, PLUS</p> <ul style="list-style-type: none"> - Plucks - Final Trim - Forequarter Inspection - Retain Rail 	<p>'Removal off Buddy System' Assessment for level 5 -- Slaughterman 3. Role</p> <p>Competency Assessment - Slaughterman 3.</p>	<p>Competency in all Level 5 tasks, PLUS:</p> <ul style="list-style-type: none"> - Bunging - Opening up / Gutting - Backing Down - Splitting Saw <p>or</p> <ul style="list-style-type: none"> - Sticking - Gambrel Table
Level 6	Slaughterman 2.	<p>All Level 5 Slaughterman 3 Jobs, PLUS</p> <ul style="list-style-type: none"> - Bunging - Opening up / Gutting - Backing Down - Splitting Saw <p>Or</p> <ul style="list-style-type: none"> - Sticking - Gambrel Table Tendon Cutting <p>Or</p> <ul style="list-style-type: none"> - Carcass Data Entry 	<p>'Removal off Buddy System' Assessment for level 6 -- Slaughterman 2. Role</p> <p>Competency Assessment - Slaughterman 2.</p>	<ul style="list-style-type: none"> - Bunging - Opening up / Gutting - Backing Down - Splitting Saw - Sticking - Gambrel Table
Level 7	Slaughterman 1.	<ul style="list-style-type: none"> - Bunging - Opening up / Gutting - Backing Down - Splitting Saw - Sticking - Gambrel Tendon Cutting 	<p>'Removal off Buddy System' Assessment for level 7 -- Slaughterman 1. Role</p> <p>Competency Assessment - Slaughterman 1.</p>	

		Or - Carcass Grader		
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OFFAL				
LEVEL	TITLE	TASKS	COMPETENCY	TO PROGRESS
Level 1	Trainee	Undergo on the job training, no experience in the industry maximum 3 Months until progression	On the Job Training	
Level 2	General Labourer 2.	<p>Green Room:</p> <ul style="list-style-type: none"> - Sweet runner collection - Maw Opens up /removal - Chittling wash / removal - Salted Casing Removal processing - Placing Product in Trays <p>Or</p> <p>Red Room:</p> <ul style="list-style-type: none"> - Separation Table - Placing Product in Trays <p>Or</p> <p>Packing Room:</p> <ul style="list-style-type: none"> - Tray Washing - Carton Making - Packing of Offal 	<p>'Removal off Buddy System' Assessment for level 2 – General Labourer 2. Role</p> <p>Competency Assessment</p> <ul style="list-style-type: none"> - General Labourer 2. 	<p>Green Room:</p> <ul style="list-style-type: none"> - Sweet runner collection - Maw Opens up /removal - Chittling wash / removal - Salted Casing Removal processing - Placing Product in Trays <p>AND</p> <p>Red Room:</p> <ul style="list-style-type: none"> - Separation Table - Placing Product in Trays <p>AND</p> <p>Packing Room:</p> <ul style="list-style-type: none"> - Tray Washing - Carton Making - Packing of Offal
Level 3	General Labourer 1.	<p>Green Room:</p> <ul style="list-style-type: none"> - Sweet runner collection - Maw Opens up /removal - Chittling wash / removal - Salted Casing Removal processing - Placing Product in Trays <p>AND</p> <p>Red Room:</p> <ul style="list-style-type: none"> - Separation Table - Placing Product in Trays 	<p>'Removal off Buddy System' Assessment for level 3 – General Labourer 1. Role</p> <p>Competency Assessment</p> <ul style="list-style-type: none"> - General Labourer 1. 	<p>"Expression of Interest – To Progress to Weigher & Label Operator" Form</p> <p>Will only be filled when a position becomes vacant</p> <p>PLUS</p> <p>All Tasks</p>

		AND Packing Room: - Tray Washing - Carton Making - Packing of Offal		
Level 4	Weigher & Label Operator	- Pack product via production order & product code - Carton scanning. Uploading and downloading orders from system and scanning cartons to orders and printing of the required paperwork.	'Removal off Buddy System' Assessment for level 4 – Weigher & Label Operator. Role Competency Assessment - Weigher & Label Operator.	

BONING ROOM				
LEVEL	TITLE	TASK	COMPETENCY	TO PROGRESS
Level 1	Trainee	Undergo on the job training, no experience in the industry maximum 3 Months until progression	On the Job Training	Level 1 Need competing in three level 2 roles
Level 2	General Labourer 2.	- Pushing up Pigs - Moving Meat Between Belts - Operating Strapping Machines - Online Sorting of Meat - Carton Packers - Cartoning Vacuum Packaged Product - Making Cartons - Bagging Product - Operating Vacuum Packaging Equipment - Mincing & Dicing - - Floor Cleaner	'Removal off Buddy System' Assessment for level 2 – General Labourer 2. Role Competency Assessment - General Labourer 2.	Will only be filled when a position becomes vacant - Pushing up Pigs - Moving Meat Between Belts - Operating Strapping Machines - Online Sorting of Meat - Carton Packers - Cartoning Vacuum Packaged Product - Making Cartons - Bagging Product - Operating Vacuum Packaging Equipment PLUS – all level 2 Jobs

Level 3	Genal Labourer 1.	All Level 2 General Labourer 2. Jobs: - Operating Stringing Machines - Digi Scale Operator	'Removal off Buddy System' Assessment for level 3 – General Labourer 1. Role Competency Assessment - General Labourer 1.	"Expression of Interest" Form – To Progress to Slicer 2. Will only be filled when a position becomes vacant
Level 4	Slicer 2.	Can perform all Slicing Duties on one (1) of the following; Leg Line Or Shoulder Line Or Middle Line Or Break Up Table Pre-Trim Or Value Added Or Chopper Room Or Scribe Saw Or Hand Derinder	'Removal off Buddy System' Assessment for level 4 – Slicer 2. Role Competency Assessment - Slicer 2.	Leg Line AND Shoulder Line AND Middle Line AND Chopper Room
Level 5	Slicer 1. Or Bandsaw Operator	Can perform all Slicing Duties on the following; Leg Line AND Shoulder Line AND Middle Line Or - Operating Band Saw Or	'Removal off Buddy System' Assessment for level 5 – Slicer 1. Role Competency Assessment - Slicer 1. Or Competency Assessment - Bandsaw Operator. Or	"Expression of Interest" Form – To Progress to Boner 2. Will only be filled when a position becomes vacant

	Or Computer Operator	- Weight & Labelling product	Competency Assessment - Computer Operator	
Level 6	Boner 2.	Can perform all Boning Duties on one (1) of the following; Leg Line Or Shoulder Line Or Middle Line Or Choppers Or - Computer Paperwork Operator: Completion of formal company documentation - Legibility monitoring - Verification forms	'Removal off Buddy System' Assessment for level 6 – Boner 2. Role Competency Assessment - Boner 2. Or Competency Assessment - Computer Paperwork Operator Completion of formal company documentation.	Leg Line AND Shoulder Line AND Middle Line AND Choppers
Level 7	Boner 1.	- Leg Line - Shoulder Line - Middle Line - Choppers	'Removal off Buddy System' Assessment for level 7 – Boner 1. Role Competency Assessment - Boner 1.	

LOAD OUT – CARTON & CARCASS

LEVEL	TITLE	TASKS	COMPETENCY	TO PROGRESS
Level 1	Trainee	Undergo on the job training, no experience in the industry maximum 3 Months until progression	On the Job Training	

Level 2	General Labourer 3.	<p>Carton Load Out:</p> <ul style="list-style-type: none"> - Stacking Cartons on pallets - Pallet Preparation - Electric and Manual Pallet Jacks <p>Or</p> <p>Carcass Load Out:</p> <ul style="list-style-type: none"> - Pushing out Pigs - Bagging - Assisting in quartering of choppers 	<p>'Removal off Buddy System' Assessment for level 2 – General Labourer 3. Role</p> <p>Competency Assessment</p> <p>- General Labourer 3.</p>	- Perform all Level 2 & 3 Roles
Level 3	General Labourer 2.	<p>Carton Load Out:</p> <p>All Level 2 Carton Load Out Roles, Plus</p> <ul style="list-style-type: none"> - Pallet Wrapping <p>Or</p> <p>Carcass Load Out:</p> <ul style="list-style-type: none"> - Changeover - Loading of trucks - Scanning of orders - Pre-trim 	<p>'Removal off Buddy System' Assessment for level 3 – General Labourer 2. Role</p> <p>Competency Assessment</p> <p>- General Labourer 2.</p>	<p>"Expression of Interest" Form</p> <ul style="list-style-type: none"> - To Progress to General Labourer 1. <p>Will only be filled when a position becomes vacant</p>
Level 4	General Labourer 1.	<p>Carton Load Out:</p> <p>All Level 3 Carton Load Out Roles, Plus</p> <ul style="list-style-type: none"> - Chiller order Picking - Scanning of Order - Allocation of load documentation <p>Or</p> <p>Carcass Load Out:</p> <ul style="list-style-type: none"> - Allocation of load documentation 	<p>'Removal off Buddy System' Assessment for level 4 – General Labourer 1. Role</p> <p>Competency Assessment</p> <p>- General Labourer 1.</p>	<p>"Expression of Interest" Form</p> <ul style="list-style-type: none"> - To Progress to Forklift Operator. <p>Will only be filled when a position becomes vacant</p>
Level 5	Forklift Operator	<p>Carton Load Out:</p> <ul style="list-style-type: none"> - Forklift Operator <p>Or</p> <p>Carcass Load Out:</p> <ul style="list-style-type: none"> - Forklift Operator 	<p>'Removal off Buddy System' Assessment for level 5 – Forklift Operator. Role</p> <p>Competency Assessment</p> <p>- Forklift Operator.</p>	

SCHEDULE B – CODE OF CONDUCT

This is not a set of rules put out by Managers. It is a statement developed to make it clear how we believe you would like people to work with each other. It is what we would expect from everybody who works in the company. People should be able to enjoy their work. Have fun – but not at someone else's expense.

At Big River Pork we will:

1. Not accept unwanted touching, sexual or racial jokes, uninvited propositions/requests of a sexual nature, and/or sexual pornographic material of any kind, no matter what form eg. In person, social media, rumours and gossiping
2. Not make sexual or inappropriate comments about a person's private life – respect the confidentiality/privacy of other employees; 'mind your own businesses and don't spread gossip.
3. Treat everybody in the workplace with respect and value the contribution of every employee, no matter what they do.
4. Not accept fighting, offensive language and/or behaviour in the workplace this includes threatening behaviour (physical contact, intruding in another colleague's personal space or verbal threats);
5. Support employees who feel the need to make a complaint for any breach of the Code of Conduct (see procedure below).
6. Ensure that our language and discussions are appropriate for anyone who is in listening distance of our conversations.
7. Ensure that new employees are made aware of the Code of Conduct and given the opportunity to express their views about acceptable workplace behaviour.
8. Comply with all reasonable and lawful instructions of managers/supervisors/team leaders.
9. At all times follow policies and procedures set down by the Employer including Animal Welfare, Food Hygiene and sanitation, Work Health and Safety and Environmental Practices.
10. Ensure a work environment free of bullying and harassment (i.e. get rid of verbal abuse, constant criticism, insults, horseplay, giving a person all the unpleasant tasks, threatening and intimidation). no matter what form eg. In person, social media, rumours and gossiping
11. Get rid of all discrimination on the grounds of sex or race.
12. Not to consume or be under the influence of alcohol or other drugs in the workplace.
13. Maintain high personal standards of Work, Health and Safety, personal hygiene/cleanliness and general housekeeping.
14. Only smoke during authorized breaks and only in areas set aside for that purpose.
15. No throwing of any meat unless your role requires you to throw meat into a tub

Do You Have A Grievance?

The Code of Conduct is a joint statement of what we all feel needs to happen to achieve a workplace which is free from harassment.

If you have any concerns/problems about conduct in the workplace **REPORT IT** to your direct Supervisor or Manager, the HR Manager, or an OH&S Representative.

If you are uncomfortable about talking to any of the above, make an appointment to see the General Manager Operations.

SCHEDULE C – EMPLOYEES OBLIGATIONS

The employee agrees to:

1. Keep the Company informed at all times of any medical conditions that may impact upon the employee's fitness for work and/or informed at all times of any special risk that exists for an employee when performing the duties required of him or her, whilst employed by the Company.
2. Assist the Company in order to assess the employee's fitness to carry out normal work duties and to assist the Company to meet its Workplace Health and Safety Obligations.
3. An employee will keep Big River Pork informed of any symptoms of discomfort, pain or altered sensation experienced by the employee during his or her employment and will make themselves available for an assessment by a qualified medical service provider in order to determine an employee's fitness or suitability to perform work duties safely.
4. Comply with all Big River Pork policies and procedures and work instructions including (but not limited to);
 - Animal Welfare
 - Food Hygiene/Sanitation
 - Work, Health and Safety
 - Environmental Practices
5. Attend any medical examination arranged by Big River Pork in working time paid by Big River Pork and at no cost to the employee deemed necessary by Big River Pork to ensure that the employee is not suffering any condition which would prevent the employee from the safe performance of their job tasks.
6. Advise the company of your non-attendance on any day or shift, you have been rostered to work, and you are unable to attend (and the reason therefore) at least 30 minutes prior to the scheduled commencement time of your shift. A separate telephone line (recorded message) 08 8539 3333 is provided for this purpose.
7. Not attend the workplace under the influence of drugs or alcohol, not have in their possession any drugs or alcohol, and to submit to the BRP Drugs and Alcohol, Policy and testing procedures as required.
8. At all times (including after the cessation of your employment) maintain confidentiality in respect to any and all information/data gained by you in the course of your employment which relates to the workings/operation of the business. This includes but is not limited to work systems, sales and marketing, financial or any other information or material which the employer has deemed as confidential.
9. An employee shall carry out such duties as instructed by the employer for which he is tested competent to perform, even if these duties are classified at lower level classifications, provided that the employee is paid at their normal higher classification rate.

**SCHEDULE D – ANNUAL DECLARATION FROM A CASUAL EMPLOYEE
CONTINUING CASUAL EMPLOYMENT**

I _____ (name) of _____ (address)

do solemnly and sincerely declare, that;

1. I joined the casual pool of employees at Big River Pork on _____ (date)
and was engaged to work as a casual employee for the first time on _____ (date)

2. Prior to the completion of each 12-month period after my engagement I have signed a Statutory Declaration stating that I wished to remain a casual for the next 12 months. I did this for both personal and financial reasons. I understand that this meant that I was not obligated to accept or undertake work offered to me by BRP, and, that BRP were not obligated to offer me any hours.

3. I understood that I would be given the opportunity each 12 months to reconsider my circumstances and indicate at that time if I wished to continue these arrangements. I also understood that I could make an application for weekly hire employment at any time and my application would be considered on its merits, and, whether or not a suitable weekly hire position existed at that time.

4. I have considered my current circumstances and confirm my wish to remain a casual employee for a further 12 months. I understand that I will be paid a 25% loading per hour on the base hourly rate for my classification and that this loading is full compensation for the entitlements otherwise payable to a weekly hire employee.

Signature: _____

Date: _____

Declared before me as a Witness at _____ (location)

On: _____

Name: _____

Signature: _____

**SCHEDULE E – APPLICATION FOR CHANGE OF EMPLOYMENT STATUS –
CASUAL EMPLOYMENT TO WEEKLY HIRE**

I _____ (name) of _____ (address)
have worked as a casual employee of Big River Pork since _____ (date)

Given my current circumstances, I wish to apply for a position as a Weekly Hire employee
from _____ (date)

If this application is accepted by the employer, I accept that my service for the purpose of
Annual Leave, Personal Leave, and Redundancy will commence from _____ (date)

My service as a causal employee with Big River Pork for Long Service Leave shall be
calculated in accordance with the provisions of the SA long Service Leave Act.

Signature: _____

Date: \ _____

Declared before me as a Witness at _____ (location)

On: _____

Name: _____

Signature: _____

SCHEDULE F – MINIMUM WAGES: MEAT INDUSTRY LEVELS

DAY SHIFT RATES -From Inception of EBA -Day Shift - From 1st Full Pay Period after September 1st 2025,
Notwithstanding the minimum wage rates specified in Schedule F of the agreement, the employer shall pay a daily hire employee classified as level BR 1 a minimum hourly wage rate of 2% greater than the applicable level BR 1 hourly wage rate

From 1st Full Pay Period after September 1st 2025

Level	F/T Hourly \$/Hr	F/T Weekly \$/Wk	Casual Hrly \$/Hr	Daily Hire \$/Hr
BR1	\$ 26.49	\$ 1,006.62	\$ 33.11	\$ 26.49
BR2	\$ 27.63	\$ 1,049.94	\$ 34.54	\$ 27.63
BR3	\$ 28.80	\$ 1,094.40	\$ 36.00	\$ 28.80
BR4	\$ 30.74	\$ 1,168.12	\$ 38.43	\$ 30.74
BR5	\$ 32.56	\$ 1,237.28	\$ 40.70	\$ 32.56
BR6	\$ 38.37	\$ 1,458.06	\$ 47.96	\$ 38.37
BR7	\$ 39.92	\$ 1,516.96	\$ 49.90	\$ 39.92

From 1st Full pay Period After September 1st 2026

Level	F/T Hourly \$/Hr	F/T Weekly \$/Wk	Casual Hrly \$/Hr	Daily Hire \$/Hr
BR1	\$ 27.28	\$ 1,036.64	\$ 34.10	\$ 27.28
BR2	\$ 28.46	\$ 1,081.48	\$ 35.58	\$ 28.46
BR3	\$ 29.66	\$ 1,127.08	\$ 37.08	\$ 29.66
BR4	\$ 31.66	\$ 1,203.08	\$ 39.58	\$ 31.66
BR5	\$ 33.54	\$ 1,274.52	\$ 41.93	\$ 33.54
BR6	\$ 39.52	\$ 1,501.76	\$ 49.40	\$ 39.52
BR7	\$ 41.12	\$ 1,562.56	\$ 51.40	\$ 41.12

From 1st Full Pay Period after September 1st 2027

Level	F/T Hourly \$/Hr	F/T Weekly \$/Wk	Casual Hrly \$/Hr	Daily Hire \$/Hr
BR1	\$ 28.10	\$ 1,067.80	\$ 35.13	\$ 28.10
BR2	\$ 29.31	\$ 1,113.78	\$ 36.64	\$ 29.31
BR3	\$ 30.55	\$ 1,160.90	\$ 38.19	\$ 30.55
BR4	\$ 32.61	\$ 1,239.18	\$ 40.76	\$ 32.61
BR5	\$ 34.55	\$ 1,312.90	\$ 43.19	\$ 34.55
BR6	\$ 40.71	\$ 1,546.98	\$ 50.89	\$ 40.71
BR7	\$ 42.35	\$ 1,609.30	\$ 52.94	\$ 42.35

From 1st Full Pay Period after September 1st 2028

Level	F/T Hourly \$/Hr	F/T Weekly \$/Wk	Casual Hrly \$/Hr	Daily Hire \$/Hr
BR1	\$ 28.94	\$ 1,099.72	\$ 36.18	\$ 28.94
BR2	\$ 30.19	\$ 1,147.22	\$ 37.74	\$ 30.19
BR3	\$ 31.47	\$ 1,195.86	\$ 39.34	\$ 31.47
BR4	\$ 33.59	\$ 1,276.42	\$ 41.99	\$ 33.59
BR5	\$ 35.59	\$ 1,352.42	\$ 44.49	\$ 35.59
BR6	\$ 41.93	\$ 1,593.34	\$ 52.41	\$ 41.93
BR7	\$ 43.62	\$ 1,657.56	\$ 54.53	\$ 43.62

AFTERNOON SHIFT RATES From Inception of EBA – Afternoon shift rates, from 1st Full Pay Period after September 1st 2025

From 1st Full Pay Period after September 1st 2025

Level	F/T Hourly \$/Hr	F/T Weekly \$/Wk	Casual Hrly \$/Hr	Daily Hire \$/Hr
BR1	\$ 29.14	\$ 1,107.32	\$ 36.43	\$ 29.14
BR2	\$ 30.40	\$ 1,155.20	\$ 38.00	\$ 30.40
BR3	\$ 31.68	\$ 1,203.84	\$ 39.60	\$ 31.68
BR4	\$ 33.84	\$ 1,285.92	\$ 42.30	\$ 33.84
BR5	\$ 35.82	\$ 1,361.16	\$ 44.78	\$ 35.82
BR6	\$ 42.20	\$ 1,603.60	\$ 52.75	\$ 42.20
BR7	\$ 43.91	\$ 1,668.58	\$ 54.89	\$ 43.91

From 1st Full Pay Period after September 1st 2026

Level	F/T Hourly \$/Hr	F/T Weekly \$/Wk	Casual Hrly \$/Hr	Daily Hire \$/Hr
BR1	\$ 30.01	\$ 1,140.38	\$ 37.51	\$ 30.01
BR2	\$ 31.31	\$ 1,189.78	\$ 39.14	\$ 31.31
BR3	\$ 32.63	\$ 1,239.94	\$ 40.79	\$ 32.63
BR4	\$ 34.86	\$ 1,324.68	\$ 43.58	\$ 34.86
BR5	\$ 36.89	\$ 1,401.82	\$ 46.11	\$ 36.89
BR6	\$ 43.47	\$ 1,651.86	\$ 54.34	\$ 43.47
BR7	\$ 45.23	\$ 1,718.74	\$ 56.54	\$ 45.23

From 1st Full Pay Period after September 1st 2027

Level	F/T Hourly \$/Hr	F/T Weekly \$/Wk	Casual Hrly \$/Hr	Daily Hire \$/Hr
BR1	\$ 30.91	\$ 1,174.58	\$ 38.64	\$ 30.91
BR2	\$ 32.25	\$ 1,225.50	\$ 40.31	\$ 32.25
BR3	\$ 33.61	\$ 1,277.18	\$ 42.01	\$ 33.61
BR4	\$ 35.91	\$ 1,364.58	\$ 44.89	\$ 35.91
BR5	\$ 38.00	\$ 1,444.00	\$ 47.50	\$ 38.00
BR6	\$ 44.77	\$ 1,701.26	\$ 55.96	\$ 44.77
BR7	\$ 46.59	\$ 1,770.42	\$ 58.24	\$ 46.59

From 1st Full Pay Period after September 1st 2028

Level	F/T Hourly \$/Hr	F/T Weekly \$/Wk	Casual Hrly \$/Hr	Daily Hire \$/Hr
BR1	\$ 31.84	\$ 1,209.92	\$ 39.80	\$ 31.84
BR2	\$ 33.22	\$ 1,262.36	\$ 41.53	\$ 33.22
BR3	\$ 34.62	\$ 1,315.56	\$ 43.28	\$ 34.62
BR4	\$ 36.99	\$ 1,405.62	\$ 46.24	\$ 36.99
BR5	\$ 39.14	\$ 1,487.32	\$ 48.93	\$ 39.14
BR6	\$ 46.11	\$ 1,752.18	\$ 57.64	\$ 46.11
BR7	\$ 47.99	\$ 1,823.62	\$ 59.99	\$ 47.99

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2025-2851 – Application for approval of the Big River Pork and the AMIEU Meat Processing Enterprise Agreement 2025

Applicant:

Big River Pork Pty Ltd

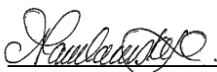
Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Natasha Pawlowsky, Strategic HR & WHS Manager have the authority given to me by Big River Pork Pty Ltd to give the following undertakings with respect to the Big River Pork and the AMIEU Meat Processing Enterprise Agreement 2025 ("the Agreement"):

1. Dispute resolution term – Clause 10 The employer undertakes that it will comply with and give effect to any matters arising under the applicable modern award(s) and/or the National Employment Standards (NES), as required by Schedule 6.1 of the Fair Work Regulations 2009.
2. Part-time safeguards – Clause 12 The employer undertakes that, the employer and the part time employee will agree in writing on a regular pattern of work regarding the hours worked, days worked, starting and finishing times and daily engagement of a minimum 4 hours as provided by section 10 Part-time Employees of the Meat Industry Award 2020 MA 000059.

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



Signature

15th September 2025

Date

Meat Industry Award 2020

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.

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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:

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- (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.

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