



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

JBS Australia Pty Limited
(AG2018/3685)

JBS AUSTRALIA PTY LIMITED - SCONE ENTERPRISE AGREEMENT 2018

Meat Industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 13 NOVEMBER 2018

Application for approval of the JBS Australia Pty Limited - Scone Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *JBS Australia Pty Limited - Scone Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by JBS Australia Pty Limited. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement lodged contained an error at clause 27. On 26 October 2018, the Applicant filed an amended version of the Agreement pursuant to s.586 of the Act. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 November 2018. The nominal expiry date of the Agreement is 12 November 2021.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/3685

Applicant:
JBS Australia Pty Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking-Section 190

I, Wayne Murraylee, HR Manager Operations Southern for JBS Australia Pty Limited, give the following undertakings with respect to the JBS Australia Pty Limited – Scone Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by JBS Australia Pty Limited to provide this undertaking in relation to the application before the Fair Work Commission.
2. **Notice of termination**
Clause 15.6.2 of the Agreement will be taken to have been deleted from the Agreement, therefore for clarity, the termination provisions shall apply to apprentices.
3. **Casual employees**
Clause 12.3.4 shall be deleted and casual employees will receive casual loading in addition to the shift penalties (non-compounding) in accordance with clause 22.5.
4. **Daily hire employees**
A regular daily hire employee may be required to work no less than 7.6 ordinary hours for each day they are employed.
5. **Part-time employees – overtime**
A part-time employee who is required to work in excess of the specified hours as agreed between the employer and the employee, shall be paid in accordance with clause 21 of the Agreement.
6. **Sunday penalty rates**
The employees shall receive a 200% penalty for working ordinary hours on Sundays.
7. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

26 October, 2018.
Date



CORRECTION TO DECISION

Fair Work Act 2009
s.185—Enterprise agreement

JBS Australia Pty Limited
(AG2018/3685)

JBS AUSTRALIA PTY LIMITED - SCONE ENTERPRISE AGREEMENT 2018

Meat Industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 14 NOVEMBER 2018

Correction to decision to Application for approval of the JBS Australia Pty Limited - Scone Enterprise Agreement 2018.

The decision issued by the Fair Work Commission on 13 November 2018 [2018] FWCA 6935 is corrected as follows:

[1] By correcting the nominal expiry date to 12 November 2022.



DEPUTY PRESIDENT

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JBS Australia Pty Limited

Scone

Enterprise Agreement 2018

24 July 2018

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

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. AGREEMENT TITLE

This Agreement shall be known as the JBS Australia Pty Limited - Scone Enterprise Agreement 2018 (“Agreement”).

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1. AGREEMENT TITLE 1

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3. AIMS

- 3.1 The objectives of this Agreement are:
- 3.1.1 to establish a profitable and enduring enterprise through the efficient and effective provision of high quality product for the benefit of the employees, the shareholders, the employer's customers and the community;
 - 3.1.2 to establish a profitable business as the provider of product of the highest quality to the employer's customers; and
 - 3.1.3 to develop a workforce with the skills to enable the employer to provide these products on a consistent basis in order to help expand the enterprise's opportunities.
- 3.2 The employer and its employees acknowledge that an essential factor in these objectives is the development and maintenance of harmonious and productive working relationships between all employees, management and the employer so as to ensure the employees are committed to their jobs and the success of the enterprise. The parties agree that the achievement of these working relations and commitments requires;
- 3.2.1 that employees be involved in the making of decisions in their work areas;
 - 3.2.2 that employees have the opportunity to achieve their full potential within the context of the enterprise;
 - 3.2.3 the employees benefit from the success of their efforts;
 - 3.2.4 the willingness of employees to accept flexibility of jobs and duties across the Company, subject to individual skills or abilities to perform particular tasks, to eliminate demarcation problems; and
 - 3.2.5 the willingness of employees to avoid any action which might disrupt the continuity of the delivery of product or reduce the effectiveness of the employer's business.
- 3.3 To ensure the objectives of this Agreement are met, the parties agree that the following measures form an integral part of the employer's operations:
- 3.3.1 the employer and its employees will constantly seek improvements in safety, work organisation, quality, and any other areas which will enhance the quality of the working environment and the effectiveness of the employer's operations.
 - 3.3.2 the avoidance of any action which disrupts or impedes delivery of product by the prompt resolution of employee concerns through effective communication and the agreed processes of consultation and grievance handling;
 - 3.3.3 the training and development of employees to ensure that they have the opportunity to achieve their potential within the enterprise and meet the changing needs of the enterprise;
 - 3.3.4 the undertaking of work in a flexible and efficient manner;
 - 3.3.5 the development of working relationships between employees and management to promote mutual trust, open communication of relevant information and ideas, and cooperation generally;
 - 3.3.6 the maintenance of standards of conduct and attendance necessary to ensure a safe and efficient operation;
 - 3.3.7 the implementation of a system of remuneration which gives encouragement to employees to improve their skills, abilities and performance in line with the operational needs of the enterprise.

4. DEFINITIONS

- 4.1 “**Act**” shall mean the Fair Work Act 2009 (Cth).
- 4.2 “**Additional day**” shall mean a day or part of a day that an employee is required, or elects, to work in addition to their ordinary hours of work for the payment of the Weekly Rate.
- 4.3 “**FWC**” shall mean the Fair Work Commission.
- 4.4 “**Company**” shall mean JBS Australia Pty Limited.
- 4.5 “**Double time**” shall mean the Ordinary Hourly Rate increased by 100%.
- 4.6 “**Employee or employee**” shall mean an employee bound by this Agreement.
- 4.7 “**Employer or employer**” shall mean JBS Australia Pty Limited
- 4.8 “**Industrial Action**”, Industrial Action shall mean Industrial Action as defined by the Act or any provision enacted in substitution therefore during the life of this Agreement, but shall not include Protected Industrial Action.
- 4.9 “**NES**” shall mean the National Employment Standards as set out in the Act.
- 4.10 “**Ordinary hourly rate**” shall mean the Weekly Rate, as defined in clause 4.19 divided by 38.
- 4.11 “**Probation**” or “**Probation period**” shall be up to six months.
- 4.12 “**Regular daily employee**” shall mean a regular daily hire employee.
- 4.13 “**Regular part-time daily employee**” shall mean a regular part-time daily hire employee.
- 4.14 “**Shiftworker**” for the purposes of the National Employment Standards shall mean an employee:
- who is employed to work where shifts are continuously rostered 24 hours a day for 7 days a week; and
 - regularly rostered to work those shifts; and
 - regularly rostered to work on Sundays and public holidays.
- 4.15 “**Specified hours of work**” shall mean: -

For a regular daily employee the number of hours which the employee is required to work each week for the payment of the Weekly Rate.

For a regular part time daily, job share or casual employee shall mean the number of hours which the employee is required to work each week for the payment of the relevant proportion of the Weekly Rate applicable to their employment status.

- 4.16 “**Time and one half**” shall mean the Ordinary Hourly Rate increased by 50%.
- 4.17 “**Week**” shall mean Monday to Sunday inclusive.
- 4.18 “**Weekly rate**” is the employee’s relevant weekly wage rate provided for in clause 16 of this Agreement. Those rates incorporate all award, over award and non-Award payments which might otherwise be payable.

Without limiting the generality of this definition, the Weekly Rate is payable in lieu of any and all other entitlements by way of wages (for the specified hours of work per week), 10% daily hire loading, allowances, tallies, loadings, Special Rates and Disability Allowances provided for in any previous award, previous agreement or the Act, and all site disabilities not provided for in any previous award or agreement.

5. DATE AND PERIOD OF OPERATION

This Agreement shall take effect seven (7) days after the date of approval of this Agreement by FWC and shall continue in force for a period of four (4) years after the date of approval.

6. COVERAGE

6.1 This Agreement will cover:

6.1.1 JBS Australia Pty Limited (ABN: 14 011 062 338) in respect of its employees, employed at the Scone meat processing establishment at Muffet Street, Scone NSW 2337 for whom rates of pay and conditions of employment are prescribed herein, whether such employees are members of the Union or not.

6.1.2 Employees of JBS Australia Pty Limited at the Scone meat processing establishment who are covered by the classifications set out in clause 16 of the Agreement undertaking meat processing activities of any kind; and

6.1.3 The AMIEU Newcastle and Northern (ABN: 93 459 676 279) provided written notice is given in accordance with section 183(1) of the Act and the FWC notes in the document to approve the Agreement that the agreement covers the AMIEU.

6.2 Notwithstanding the provisions of clause 6.1.1, this Agreement will be binding in respect to any expansion of the operations and/or the facilities that exist at the establishment as at the date of lodgement of this Agreement.

7. AWARD AND PRIOR AGREEMENTS NOT TO APPLY

This Agreement supersedes and replaces in its entirety The Hunter Valley Quality Meats Primo Australia Scone Abattoir Enterprise Agreement 2014. It is acknowledged by the parties that no award shall have effect in relation to employees covered by this Agreement whilst this Agreement remains in force.

8. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar benefits in any other plant or enterprise and will not be used to base or progress a claim against any other business unit or division of JBS Australia Pty Limited.

9. NO EXTRA CLAIMS

It is agreed by the parties that up to the nominal expiry date of this Agreement:

9.1 No party to this Agreement and no employee covered by this Agreement will make or pursue any claims against the employer for wages or conditions of employment in excess of those provided in this Agreement.

9.2 The employees will not seek any changes to conditions of employment;

9.3 For the purpose of clarity, proposals for the making of an Individual Flexibility Arrangement under clause 32 of this Agreement shall not be considered extra claims for the purposes of this clause.

9.4 It is acknowledged that by operation of s417 of the *Fair work Act 2009 (Cth)* no party to this Agreement and no employee covered by this Agreement is permitted to organise or engage in Industrial Action between the date when this Agreement comes into operation and its nominal expiry date.

PART 2 -CONSULTATION AND DISPUTE RESOLUTION**10. CONSULTATION**

10.1 Clauses 10.2 and 10.3 apply if the employer:

- 10.1.1 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
- 10.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

10.2 Major change

10.2.1 For a major change referred to in clause 10.1.1:

- 10.2.1.1 the employer must notify the relevant employees of the decision to introduce the major change; and
- 10.2.1.2 clauses 10.2.2 to 10.2.8 apply.

10.2.2 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

10.2.3 If:

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

the employer must recognise the representative.

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

10.2.4.1 discuss with the relevant employees:

- 10.2.4.1.1 the introduction of the change; and
- 10.2.4.1.2 the effect the change is likely to have on the employees; and
- 10.2.4.1.3 measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

10.2.4.2 for the purposes of the discussion—provide, in writing, to the relevant employees:

- 10.2.4.2.1 all relevant information about the change including the nature of the change proposed; and
- 10.2.4.2.2 information about the expected effects of the change on the employees; and
- 10.2.4.2.3 any other matters likely to affect the employees.

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

10.2.6 The employer must give prompt and genuine consideration to matters raised about

the major change by the relevant employees.

10.2.7 If a clause 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 clause 2.1 and clauses 3 and 5 are taken not to apply.

10.2.8 In this clause, a major change is likely to have a significant effect on employees if it results in:

10.2.8.1 the termination of the employment of employees; or

10.2.8.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

10.2.8.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

10.2.8.4 the alteration of hours of work; or

10.2.8.5 the need to retrain employees; or

10.2.8.6 the need to relocate employees to another workplace; or

10.2.8.7 the restructuring of jobs.

10.3 Change to regular roster or ordinary hours of work

10.3.1 For a change referred to in clause 10.1.2:

10.3.1.1 the employer must notify the relevant employees of the proposed change; and

10.3.1.2 clauses 10.3.2 to 10.3.6 apply.

10.3.2 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

10.3.3 If:

10.3.3.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

10.3.3.2 the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

10.3.4 As soon as practicable after proposing to introduce the change, the employer must:

10.3.4.1 discuss with the relevant employees the introduction of the change; and

10.3.4.2 for the purposes of the discussion—provide to the relevant employees:

10.3.4.2.1 all relevant information about the change, including the nature of the change; and

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

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

10.3.4.3 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).

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

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

10.3.7 In this clause:

relevant employees means the employees who may be affected by a change referred to in clause 10.1.1.

10.4 Consultative Committee

10.4.1 Introduction

The parties agree that there is a need for on-going communication to ensure that employees receive sufficient information about their site. As a result of this information sharing, employees will have a greater awareness of their site's objectives, future plans, its interaction with customers, suppliers and its problems.

Management is committed to information sharing, ensuring that effective communication links exist.

Good communication flows in both directions, and the parties acknowledge the need for continued meetings between representatives of Management and the workforce to:

- Assist with the implementation of all efficiency changes in this Agreement and to act appropriately to ensure the smooth introduction of these changes.
- Work towards major and positive attitudinal change.
- Assist with development, defining and redefining site procedures as and when required.
- Provide a forum for discussion on training needs.
- Discuss skills required at their site.
- Provide a forum for exploring continual efficiency gains.
- Provide a forum for Management to inform the workforce about
 - a) Market trends;
 - b) Important matters which affect employees and which relate to the productive performance of their site;
 - c) Actions necessary to match our competitors.

Note

Management will not be required to release information of a confidential nature, the general circulation of which may damage JBS Australia Pty Limited commercial interests and could affect the job security of employees.

The overall purpose of a Committee is to provide an environment for greater two-way communication and in doing so establish a forum in which employees are able to express their points of view and allow management to utilise employee knowledge and experience.

10.4.2 Committee Objectives

The objectives will be to improve the overall productive performance of all employees with the ultimate aim of maintaining and, where possible, improving the site's competitiveness both nationally and internationally.

In turn the provision of greater job security will be enhanced by developing and increasing employees' overall skills whilst at the same time offering new and advanced career opportunities. These objectives are seen by the parties to be mutually beneficial.

The following two important areas of site operation are specifically excluded from the domain of the Consultative Committee: -

- Industrial Relations issues will be processed via the Dispute Procedure Clause.
- Matters which by definition are the responsibility of the Occupational Health and Safety Committee will be referred to that Committee.

10.4.3 Composition of the Committee

The Consultative Committee will comprise of management and employees. The Committee will not exceed a total of 8 members.

- Management – Up to 3 members drawn from management.
- Employees – Up to 4 employee members to be drawn from and democratically elected by the employees covered by this Agreement.
- And a duly accredited representative of the Australasian Meat Industry Employees' Union (Newcastle & Northern Branch).

10.4.4 Employee Elections

Elections will be held every two years. Alternate members are also to be elected at these times to cover absences. Alternate members shall be allowed to sit in on all meetings on a rotational basis to gain understanding of procedures. This is to be done with one alternate at any one time, with the alternate acting in an observer capacity only. The procedure for filling casual employee vacancies is to be developed by the Committee.

10.4.5 Secretary of the Committee

The Secretary shall be appointed by management and will be someone skilled in taking minutes. The Secretary is a non-member of the Committee.

10.4.6 Chairperson of the Committee

Shall be elected by the Committee from within the Committee. After six months, Committee to decide a formula for the appointing/rotating of the chairperson between the management and employees each six months.

10.4.7 Meetings

Consultative Committee meetings will be held at least every three months during normal working hours. Special meetings of the Committee may be called after informal discussions between both parties.

10.4.8 Recording of Minutes

Minutes shall be circulated to Committee Members for verification prior to posting on

the notice boards. Every effort shall be made to have the minutes published within one week of the meetings. The minutes shall include:

- Attendees at the meeting
- Summary of the issues and alternatives proposed.
- Decisions made on matters dealt with pursuant to this clause and any time frame for implementation.

10.4.9 Agenda

The agenda is to be prepared and issued by the Secretary to all Committee Members at least five (5) working days prior to the meeting. Any Committee Member may submit agenda items. Appropriate information shall be provided with each agenda item submitted.

Matters raised without notice (i.e., non-agenda items) shall be deferred to the next meeting if any Committee Member requires additional information or needs to consult with their constituency

The Company agrees to provide a response to any issues regarding management approval within 7 days of the minutes being posted.

10.4.10 Agreements entered into

Any agreements, including production agreements, which may include but not limited to payment by results, numbers, weights or piece work arrangements, entered into and signed by the Company, the Union and Consultative Committee shall be binding on the parties provided that no agreement shall have any effect to the extent that it operates to reduce any term or condition of employment covered by this agreement, and provided further that such agreements shall not contain matters which are prohibited by the Act from being contained in an Enterprise Agreement.

11. SETTLEMENT OF DISPUTES PROCEDURE

11.1 If a dispute relates to:

11.1.1 a matter arising under the agreement; or

11.1.2 the National Employment Standards;

this term sets out procedures to settle the dispute.

11.2 An employee who is a party to the dispute may appoint a representative of their choice including a union delegate for the purposes of the procedures in this clause.

11.3 In the first instance, the matter should be discussed between the employee/s and the Departmental Supervisor to resolve the difference. Where this fails, the employee/s may request further discussion with the supervisor with the assistance of either an employee representative from the Consultative Committee or a representative of the Union nominated by the employee/s or an employee representative chosen by the employee/s.

11.4 Failing resolution of the matter as outlined in clause 11.3, the matter will then be referred to the management of the establishment.

11.5 Failing resolution of the matter as outlined in clause 11.4, the matter will then be referred to senior Company management.

11.6 Where all efforts at resolution of the matter have failed on plant, either party directly involved in the dispute may refer the matter to the FWC for mediation and/or conciliation or by mutual agreement, arbitration.

- 11.7 While the parties are trying to resolve the dispute using the procedures in this term:
- 11.7.1 an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - 11.7.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - 11.7.2.1 the work is not safe; or
 - 11.7.2.2 (applicable occupational health and safety legislation would not permit the work to be performed; or
 - 11.7.2.3 the work is not appropriate for the employee to perform; or
 - 11.7.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
- 11.8 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

PART 3 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

12. FORMS OF EMPLOYMENT

An employee shall be engaged as a time worker and, except for one specifically engaged as a casual, shall be engaged as a regular daily employee, or a regular part time daily employee. At the point of employment the employee shall be informed which category of employment is being offered.

12.1 Regular daily employee

12.1.1 A regular daily employee shall be employed by the day. Without prejudice to the provisions of this Agreement as to payment for Public Holidays, sick leave and annual leave, the employee's employment shall terminate at the end of each day on which the employee is employed.

12.1.2 Notwithstanding the termination of the employee's employment at the end of each day, the engagement of a regular daily employee shall continue and the employee shall remain a regular daily employee until the employee's engagement as such is terminated as herein prescribed.

12.1.3 In consideration of the rights conferred on a regular daily employee, by this Agreement, such employee shall attend and offer for employment at a place specified by the employer at the normal starting time on each ordinary working day unless notified that on a particular day the employee is not required to attend, and, if notified to attend, at such other times as the employee may be required to work pursuant to clause 21.

12.1.4 Subject to the rights conferred on the employer by clause 13.12 and clause 12.1.4.2 of this Agreement:-

12.1.4.1 A regular daily employee who has not been notified on the immediate working day before, that the employee is not required to attend for work on the following working day, and such employee has attended and offered for employment at the normal starting time on that day, and was not offered employment, shall be paid for that day an amount equal to that which the employee would have been entitled if the employee had worked their usual specified hours of work on that day.

12.1.4.2 The provisions of clause 12.1.4.1 shall not apply where circumstances arise whereby it is not practicable to notify a regular daily employee on the immediate working day before that the employee is not required to attend for work on the following working day. In this case, even where a regular daily employee has attended and offered for employment at the normal starting time on that day and was not offered employment, the employee shall not be entitled to any payment for the day where the employer has notified the employee, as soon as is practicable having regard to all the circumstances and no later than the employee's normal starting time, that he/she will not be required to work on that day.

12.1.5 When an employee performs any work within any of the classifications in this Agreement so that the employee and/or the employer would be bound by this Agreement and if such employee is required to perform work which does not constitute a major and substantial part of the employee's work, then the employee and the employer shall be bound by this Agreement, notwithstanding the fact that the said work does not constitute a major and substantial part of the employee's work.

12.2 Regular part-time daily employee and a job sharer

12.2.1 The provisions of clause 12.1 - Regular daily employee, shall apply to a regular part time daily employee and a job sharer.

- 12.2.2 The specified hours of work for a regular part-time daily employee or a job sharer shall be as agreed between the employer and the employee, but the minimum daily engagement is four hours and shall not exceed the maximum weekly specified hours for a regular daily employee engaged in the same classification.
- 12.2.3 A regular part-time daily employee or a job sharer shall accrue a pro rata entitlement for all forms of leave and Public Holiday entitlements provided under this Agreement.
- 12.2.4 A regular part-time daily employee or a job sharer shall be paid per hour at the Ordinary Hourly Rate.

12.3 Casual Employee

- 12.3.1 A casual employee shall be employed by the day and the employee's employment shall terminate at the end of each day.
- 12.3.2 A casual employee shall be paid for each hour actually worked at the same rate as a regular daily employee for the classification in which the casual employee is employed, less 10% regular daily hire (i.e., less 1/11th of the Ordinary Hourly Rate) plus 25% casual loading, in lieu of paid personal/carer's leave, annual leave, and compassionate leave.
- 12.3.3 A casual who works overtime does not receive the loading set out in clause 12.3.2 but receives, instead, the overtime penalty rates set out in clause 21 – Overtime for the period worked.
- 12.3.4 A casual employee employed on shiftwork will, in addition to the casual loading set out in clause 12.3.2, be paid the appropriate shift penalty set out in clause 22.4 based on the ordinary hourly rate excluding the casual loading.
- 12.3.5 A casual who works a public holiday, in addition to the casual loading set out in clause 12.3.2, be paid the appropriate penalty set out in clause 28.5 based on the ordinary hourly rate excluding the casual loading.
- 12.3.6 The minimum period of engagement of a casual will be four hours each day or shift.

12.4 Juniors

- 12.4.1 A junior is classified as an employee who is under 18 years of age.
- 12.4.2 A junior may be employed in any classification in this Agreement and shall be paid, according to age, the following percentage rate of the pay for the appropriate classification in which they are employed:
- | | |
|----------|------|
| Under 17 | 60% |
| 17-18 | 80% |
| 18+ | 100% |
- 12.4.3 A junior employee will be eligible for the full rates of the prescribed task when they are deemed competent.

13. **CONDITIONS OF EMPLOYMENT**

- 13.1 This Agreement sets out all of the terms and conditions of employment and engagement applying to the employees described in clause 6 above.
- 13.2 Each employee shall carry out all work as required, which is within their skill and competence to a standard of workmanship satisfactory to the employer.
- 13.3 An employee shall perform such work as the employer may from time to time require and, subject to this Agreement, shall perform it at such times as the employer may require.
- 13.4 An employee shall comply with all site rules and procedures in relation to administration,

- workplace health and safety and environmental management that apply to the site activities, in addition to those set out in the employee handbook.
- 13.5 An employee shall actively co-operate with management and supervisors to achieve the most efficient work outcomes.
- 13.6 If work is held up for any reason whatsoever, an employee shall, at the request of the employer, resume work so as to complete all tasks commenced to avoid any loss of product.
- 13.7 An employee not attending for or not performing their duty shall not, except where otherwise expressly provided in this Agreement or in the Act, be entitled to any payment for the actual time of such non-attendance or non-performance.
- 13.8 All new employees engaged under this agreement shall be employed under a probationary period as set out in clause 4.11.
- 13.9 The employer may require a regular daily employee to work:
- 13.9.1 a maximum of 38 ordinary hours per week; and
- 13.9.1.1 such reasonable additional hours, or further additional hours as the employer may request from time to time by way of overtime; and
- 13.9.1.2 such reasonable additional days as the employer may request from time to time; and
- 13.9.1.3 a combination of clauses 13.9.1.1 and 13.9.1.2; and
- 13.9.2 in the case of a regular part time daily employee or a casual employee, a reasonable combination of additional hours by way of overtime, and a reasonable number of additional days.
- 13.10 An employee shall be deemed to be absent from work if on any day on which the employee is required to attend and offer for employment, the employee fails to attend and offer for employment at the normal starting time, or fails to accept the employment offered on that day, or if, having accepted employment, is absent there from.
- 13.11 In cases where an employee will be absent from work for any reason:
- 13.11.1 the employee shall notify the employer where practicable prior to the commencement of the employee's first ordinary working day of absence, of the employee's inability to attend for work, and as far as practicable state the reason and the estimated duration of absence; and
- 13.11.2 if it is not practicable to notify the employer under clause 13.11.1 prior to commencement, the employee shall notify the employer as soon as practicable thereafter;
- 13.11.3 if on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for work, the employee shall notify the employer forthwith to this effect and as far as is practicable state the estimated duration of the further absence; and
- 13.11.4 the employee shall notify the employer of the employee's intention to resume work after an absence, no later than midday on the working day before the day of intended resumption of work; and
- 13.11.5 should the employee attend and offer for work after any such absence without first advising the employer in accordance with the requirements of clause 13.11, the employer shall not be obliged to employ such employee on that particular day.
- 13.12 Nothing in this Agreement shall affect the right of an employer to deduct payment for any day on which an employee cannot be usefully employed because of any strike other than in the meat industry, or through any breakdown of machinery, or any stoppage of work in the meat or

affiliated industry by any cause for which the employer cannot reasonably be held responsible, or for any day or part of a day on which an employee cannot be usefully employed because of any strike in the meat industry.

13.13 An employee shall, upon entering or leaving the premises, allow the contents of any baggage or such similar articles in their possession to be searched by an officer of the employer or respective nominee, upon the request of such officer or nominee.

13.14 Stand down and Seasonal closures

13.14.1 Stand Down

13.14.1.1 The employer may stand down employees in accordance with s524 of the Act as below:

524 Employer may stand down employees in certain circumstances

(1) An employer may, under this subsection, stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:

- (a) industrial action (other than industrial action organised or engaged in by the employer);
- (b) a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown;
- (c) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.

(2) However, an employer may not stand down an employee under subsection (1) during a period in which the employee cannot usefully be employed because of a circumstance referred to in that subsection if:

- (a) an enterprise agreement, or a contract of employment, applies to the employer and the employee; and
- (b) the agreement or contract provides for the employer to stand down the employee during that period if the employee cannot usefully be employed during that period because of that circumstance.

Note 1: If an employer may not stand down an employee under subsection (1), the employer may be able to stand down the employee in accordance with the enterprise agreement or the contract of employment.

Note 2: An enterprise agreement or a contract of employment may also include terms that impose additional requirements that an employer must meet before standing down an employee (for example requirements relating to consultation or notice).

(3) If an employer stands down an employee during a period under subsection (1), the employer is not required to make payments to the employee for that period.

13.14.2 Notwithstanding anything elsewhere contained in this Agreement, the employer shall have the right to deduct payment for any time an employee cannot usefully be employed because of the company's inability to source suitable livestock. Where the employer has been unable to source suitable livestock, the employee will be notified of the Company's intention not to work by midday of the previous day.

13.14.3 Where the employer stands down full time and/or part time employees, as the direct result of seasonal factors affecting the meat industry or shortage of suitable livestock, the employer shall not be required to pay severance pay to the employees affected. An employee shall be permitted in accordance with clause 24.2 to utilise sick leave credits for stand down days provided they maintain a minimum balance of 114 hours.

13.14.4 For the purposes of this agreement, the terms 'seasonal factors' and 'shortages of livestock' shall refer to the following industry features:

- Climatic features such as droughts, floods and fires and changes in the seasons;

- Animal breeding cycles; and
- The suitability of sufficient numbers of appropriate stock.

13.14.5 If an employee does not have enough annual leave entitlements, excess sick leave entitlements or time off in lieu entitlements they will be required to take unpaid leave.

14. TERMINATION AND SUSPENSION

14.1 Termination

- 14.1.1 The employer may terminate the engagement of an employee by the giving at least one (1) days' notice to the employee.
- 14.1.2 An employee may terminate their own engagement by the giving at least one (1) days' notice to the employer.
- 14.1.3 Provided that an employee (including a casual) who terminates their own engagement prior to the end of their ordinary hours of work on a day shall not be entitled to payment in respect of time actually worked on that day.

The notice of termination by either party may apply as from the end of the specified working hours on the day on which it is given, whether the employee is employed on that day or not, or at any later time specified by the notice.

14.2 Summary Termination

- 14.2.1 The employer shall have the right to summarily terminate the employment of an employee for malingering, inefficiency, neglect of duty or misconduct.
- 14.2.2 A summary termination shall take effect immediately and wages shall be paid up to the time of the termination only.

14.3 Suspension

In lieu of terminating the engagement of an employee the employer may:

- 14.3.1 suspend the employee for any period not exceeding 10 (ten) working days in which case the wages shall be paid up to the time of the suspension; or
- 14.3.2 regrade and reclassify the employee to a position other than their normal classification should the employee be under performing, in terms of the competency, skill, attendance and/or commitment levels expected. Without limiting an individual employee's rights, any downgrading of an employee will be agreed to by the Consultative Committee or committee member before the downgrading can be implemented. For a period that does not exceed one month, at which time the reclassification / re-grading shall be reviewed by the Consultative Committee and Management.
- 14.3.3 Notwithstanding the dispute resolution process set out under the terms of this Agreement, on the first instance where an employee is suspended under clause 14.3.1, and having followed all of the preliminary steps set out under clause 11 Settlement of Disputes Procedure, where all efforts at resolving the matter have failed, either party may refer the matter to the FWC for an arbitrated ruling. There are no other provisions within the agreement that would give rise to similar access to an arbitrated ruling.

14.4 Employee Representation

An employee may appoint a representative of the employee's choosing to accompany and/or represent them, to be present with the employee during discussions regarding suspension or termination.

15. INTRODUCTION OF CHANGE AND REDUNDANCY

15.5 Notice of Termination

15.5.1 Despite the provisions of Part 3 – Employer and Employee Duties, Employment Relationship and Related Arrangements, where the employer intends to introduce changes to machinery, procedures or other relevant matters likely to affect the employment of employees, such employees whose engagement are to be terminated as a result of such changes shall be entitled to notice of termination as follows:

| Period of continuous service | Period of notice |
|--|------------------|
| 1 year or less | 1 week |
| Over 1 year and up to the completion of 3 years | 2 weeks |
| Over 3 years and up to the completion of 5 years | 3 weeks |
| Over 5 years of completed service | 4 Weeks |

15.5.2 In addition to the notice in clause 15.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

15.5.3 Payment in lieu of the prescribed notice in clauses 15.1.1 and 15.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

15.5.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- 15.5.4.1 the employee's usual specified hours of work (even if not standard hours); and
- 15.5.4.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- 15.5.4.3 any other amounts payable under the employee's contract of employment.

15.6 The provisions of this clause do not apply:

- 15.6.1 in the case of dismissal for serious misconduct;
- 15.6.2 to apprentices;
- 15.6.3 to employees engaged for a specific period of time or for a specific task or tasks;
- 15.6.4 to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
- 15.6.5 to casual employees; or to daily hire employees except in circumstances where the employer intends to introduce changes to machinery, procedures or other relevant matters likely to affect the employment of daily hire employees.

15.7 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the notice specified the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 15.1.1.

15.8 Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

15.9 Redundancy

15.9.1 Redundancy Pay

Redundancy pay is provided in Division 11 of Part 2-2 of the *Fair Work Act 2009*. Where applicable, the provisions set out below shall also apply.

15.9.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

15.9.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment and engagement during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment and engagement until the expiry of the notice, but is not entitled to payment instead of notice.

15.9.4 Job search entitlement

15.9.4.1 An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

15.9.4.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

15.9.4.3 The entitlement prescribed by this clause applies in lieu of that provided by clause 15.4.

15.9.5 Permanent close-down of meat processing establishment.

15.9.5.1 Where the employer has made a definite decision to permanently close down the meat processing establishment to which this Agreement applies, the provisions of Subdivision B of Division 11 of Part 2-2 of the *Fair Work Act 2009* (Cth) shall apply.

15.9.5.2 In circumstances where the meat processing establishment referred to

in this clause is closed and not re-opened within a period of eight consecutive calendar months from the date of closure, it shall be deemed to be permanently closed and the provisions of this clause shall apply to those employees whose employment and engagement was terminated on the last day that the plant actually operated prior to such closure.

15.9.5.3 For the purposes of this clause, the meat processing establishment referred to in this clause shall include parts thereof including but not limited to a chain, rail, section, department, room or sub-room of such meat processing establishment.

15.9.6 Amount of Redundancy Pay

15.9.6.1 The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:

| Redundancy pay period | | |
|-----------------------|--|-----------------------|
| | Employee's period of continuous service with the employer on termination | Redundancy pay period |
| 1 | At least 1 year but less than 2 years | 4 weeks |
| 2 | At least 2 years but less than 3 years | 6 weeks |
| 3 | At least 3 years but less than 4 years | 7 weeks |
| 4 | At least 4 years but less than 5 years | 8 weeks |
| 5 | At least 5 years but less than 6 years | 10 weeks |
| 6 | At least 6 years but less than 7 years | 11 weeks |
| 7 | At least 7 years but less than 8 years | 13 weeks |
| 8 | At least 8 years but less than 9 years | 14 weeks |
| 9 | At least 9 years but less than 10 years | 16 weeks |
| 10 | At least 10 years | 12 weeks |

PART 4 - WAGES**16. WAGE RATES AND CLASSIFICATIONS**16.1 Rates of pay

An employee whose specified hours of work are up to 38 hours per week, shall be paid the following wage rate (inclusive of 10% daily hire loading) for the classification in which they are employed.

16.1.1 From 7 days after the date of approval of this Agreement by the FWC the current weekly rates of pay shall be increased by \$35.00 and shall be as follows (first increase).

| SAP Codes Payroll purposes only | Classification | Ordinary Hourly Rate | Weekly Rate |
|--|-----------------------|---------------------------------|--------------------|
| SCME1 | Grade 1 | \$21.3911 | \$812.86 |
| SCME2 | Grade 2 | \$22.1111 | \$840.22 |
| SCME3 | Grade 3 | \$22.3811 | \$850.48 |
| SCME4 | Grade 4 | \$23.6511 | \$898.74 |
| SCME5 | Grade 5 | \$25.0911 | \$953.46 |
| SCME6 | Grade 6 | \$26.5811 | \$1,010.08 |
| SCME7 | Grade 7 | \$28.9911 | \$1,101.66 |
| SCME8 | Grade 8 | \$31.0811 | \$1,181.08 |

16.1.2 From the first pay period commencing 12 months after the date of the first increase the weekly rates prescribed by clause 16.1.1 shall be increased by \$26.90 as below (2nd increase).

| SAP Codes Payroll purposes only | Classification | Ordinary Hourly Rate | Weekly Rate |
|--|-----------------------|---------------------------------|--------------------|
| SCME1 | Grade 1 | \$22.0990 | \$839.76 |
| SCME2 | Grade 2 | \$22.8190 | \$867.12 |
| SCME3 | Grade 3 | \$23.0890 | \$877.38 |
| SCME4 | Grade 4 | \$24.3606 | \$925.70 |
| SCME5 | Grade 5 | \$25.7990 | \$980.36 |
| SCME6 | Grade 6 | \$27.2890 | \$1,036.98 |
| SCME7 | Grade 7 | \$29.6990 | \$1,128.56 |
| SCME8 | Grade 8 | \$31.7890 | \$1,207.98 |

- 16.1.3 From the first pay period commencing 24 months after the date of the first increase the weekly rates prescribed by clause 16.1.2 shall be increased by \$27.75 as below (3rd increase).

| SAP Codes Payroll purposes only | Classification | Ordinary Hourly Rate | Weekly Rate |
|---------------------------------------|----------------|-------------------------|-------------|
| SCME1 | Grade 1 | \$22.8293 | \$867.51 |
| SCME2 | Grade 2 | \$23.5493 | \$894.87 |
| SCME3 | Grade 3 | \$23.8193 | \$905.13 |
| SCME4 | Grade 4 | \$25.0914 | \$953.47 |
| SCME5 | Grade 5 | \$26.5293 | \$1,008.11 |
| SCME6 | Grade 6 | \$28.0193 | \$1,064.73 |
| SCME7 | Grade 7 | \$30.4293 | \$1,156.31 |
| SCME8 | Grade 8 | \$32.5193 | \$1,235.73 |

- 16.1.4 From the first pay period commencing 36 months after the date of the first increase the weekly rates prescribed by clause 16.1.3 shall be increased by \$28.60 as below (4th increase).

| SAP Codes Payroll purposes only | Classification | Ordinary Hourly Rate | Weekly Rate |
|---------------------------------------|----------------|-------------------------|-------------|
| SCME1 | Grade 1 | \$23.5820 | \$896.12 |
| SCME2 | Grade 2 | \$24.3020 | \$923.48 |
| SCME3 | Grade 3 | \$24.5720 | \$933.74 |
| SCME4 | Grade 4 | \$25.8441 | \$982.08 |
| SCME5 | Grade 5 | \$27.2820 | \$1,036.72 |
| SCME6 | Grade 6 | \$28.7720 | \$1,093.34 |
| SCME7 | Grade 7 | \$31.1820 | \$1,184.92 |
| SCME8 | Grade 8 | \$33.2720 | \$1,264.34 |

16.2 Incentives and Allowances

16.2.1 **Safety, Quality and Individual Availability Incentives**

An individual availability incentive of \$58.14 per week will be payable to grade 6, 7 & 8 employees and an availability incentive of \$20.40 per week will be payable to grade 2, 3, 4 & 5 employees. The availability incentive is payable upon full completion of time worked in your area. Any working time absent from full duties will forfeit payment of the availability incentive.

| Classifications | From 7 days after the date of approval of this Agreement by the FWC | From the first pay period commencing 12 months after the date of the first increase | From the first pay period commencing 24 months after the date of the first increase | From the first pay period commencing 36 months after the date of the first increase |
|--------------------|---|--|--|--|
| Grades 2, 3, 4 & 5 | \$20.40 | \$20.81 | \$21.23 | \$21.66 |
| Grades 6, 7 & 8 | \$58.14 | \$59.30 | \$60.49 | \$61.70 |

16.2.2 **Leading hand allowance**

An appointed leading hand shall receive an allowance of \$20.00 per day worked.

16.2.3 **First aid allowance**

An appropriately qualified employee who is nominated by the Company to perform first aid duties shall be paid an allowance of \$3.02 per day worked.

16.2.4 Cold temperature allowance

Where a person employed under this Agreement is required to work in a temperature artificially reduced below zero degrees Celsius the employee will be paid at the rate set out in the table below for every hour or part of an hour for which, in the aggregate, the employee is so required to work:

| Temperature range (Celsius scale) | Rate per hour or part thereof |
|---|-------------------------------|
| Below zero but not below -16 degrees | \$0.63 |
| Below -16 degrees but not below -21 degrees | \$1.41 |
| Below -21 degrees | \$2.10 |

16.2.5 Meal allowance

An employee who is required to work overtime for 1½ hours or more after the completion of the employee's specified hours of work shall be paid a \$14.25 meal allowance.

16.3 Payment of Wages

16.3.1 Wages shall be paid weekly to all employees including casuals. All reasonable steps will be taken by the employer to ensure that the wages due to an employee are to be in the employee's specified account before midday on the normal pay day.

16.3.2 Upon termination of employment, wages due to an employee shall be paid into the employee's specified account on the next pay week or pay run.

16.3.3 The employer shall provide an electronic payment advice to an employee.

16.3.4 If an employee is paid an amount in their pay to which they are not entitled, the parties will reach an agreement as to the recovery of monies owed to the employer. If an agreement is not reached the disputes resolution procedure shall be followed.

16.3.5 In the event a discrepancy is found in an employee's weekly pay at no fault of the employee, within the control of the Company, the Company shall make reasonable arrangements for payment in the week the discrepancy is reported.

16.3.6 Any monies owed to the employer by the employee at the time of resignation or termination shall be deducted in a lump sum from any termination payments to which the employee is entitled.

16.4 Classifications

16.4.1 All employees shall be advised on commencement of their engagement what grade they have been appointed and where relevant the requirements for promotion to a higher level.

The employer may direct an employee to carry out duties within the limits of an employee's skill, competence and training and the employee will follow such direction.

At the date of approval of this Agreement, employees assessed as competent will be paid the classification rate for the ongoing position they are performing. Employees in training (i.e. not yet assessed as competent) will be paid at their substantive rate until the training and assessment is completed.

Where an employee has been assessed as competent and promoted to a higher level, the promoted employee shall be required to perform consistently at the higher level, failure to do so may lead to re assessment which may result in the promoted employee being re classified to the lower level.

Any disputes arising from the process will be subject to the dispute resolution procedure.

16.4.2 Slaughter Floor

Grade 1

New Entrant – no experience all Areas

Grade 2

Wash heads, offal segregation, paunch preparation, floor person, offal packer, pallet wrapper, bag tripe, carton maker, learner knife hand, bag mountain chain, race attendant, wash rollers, blood pit, cleaner (Ph tester completing 1 task only).

Grade 3

Foetal blood collection, cheek trimmer, second leg change over, offal preparation, fat trimmer, Chine bone, inside skirt drop, offal sastek, open & wash paunch, open & wash bible, paunch separation, cut mountain chain, head meat trim, spinal cord removal, skirt trim, skirt removal, offal table trimmers, learner slaughterer, 1st leg tendon, 2nd leg tendon, forklift driver, NLIS operator, pharmaceutical worker, jugular vein testing and removal, pericardium sacks, hide treating operator, paddy whack removal, 100% trimmer, learner knife hand, wiz trimmer.

Grade 4

First leg change over, forequarter tendon removal, drop tongues, hygiene trimmer, hock & horn removal, cheeking heads, neck bone, offal leading hand, tripe leading hand, Ausmeat trimmer, chiller loader, brisket saw operator, senior pharmaceutical worker, chiller loader.

Grade 5

Retain rail trimmer, shackler, multitask forklift operator, multi task labourer.

Grade 6

Bunger, head removal, rumper, hide puller (passenger), Sastek operator (Completing 1 task only), chiller assessor, flanker, sticker, rodder, 1st legger, 2nd legger, eviscerator, hide puller (driver), splitting saw.

Grade 7

Knocker, competent operator in 3-5 grade 6 tasks, 1 of which must include hide puller driver, eviscerator or splitting saw operator.

Grade 8

Multi Task Slaughterer competent in 6 jobs two of which must include the hide puller driver, eviscerator or splitting saw operator), sastek operator / P8 tester (both tasks combined, Slaughter Floor Leading Hand.

16.4.3 Boning Room & Associated Areas

Grade 1

New Entrant – no experience all areas.

Grade 2

Intercostal pack, trim pack-fresh, trim pack-frozen, trim sort, bag primals, sort primals, chilled pack off, lidder worker, chiller unloader, rebag, floor person, Cryovac worker, learner operators, carton room.

Grade 3

Learner slicer, carton operator, deboner operator, Cryovac operator, scribesaw, lidder operator. CL test/cooking, tally clerk, meat sampling.

Grade 4

1-3 cut slicer, learner boner, carton meat assessment, bandsaw, frozen sastek, operator, chilled sastek operator, pre trim forequarter, pre trim hindquarter.

Grade 5

3-6 Cut slicer, leading hand chillers, leading hand boning room, multi task labourer.

Grade 6

Boner competent in 3 cuts on the chain, 6 -10 cut slicer, chiller meat grader.

Grade 7

Boner competent in 5 tasks on the chain, all cut slicer.

Grade 8

Boner competent in all forequarter or all hindquarter cuts on the chain.

16.4.4 Loadout/Despatch**Grade 1**

New Entrant – no experience all areas.

Grade 2

Carton handler, carton belt worker, coldstore worker, freezer worker, blast worker, learner operator.

Grade 3

container loader, coldstore operator, freezer operator, blast operator.

Grade 4

Carcass lumpner, carcass quarterer, order scanner, forklift operator.

Grade 5

Documentation Clerk, leading hand, high reach operator.

Grade 6

Despatch Supervisor.

16.4.5 Ancillary**Grade 1**

New Entrant – no experience all areas.

Grade 2

Canteen worker, cleaner, laundry worker, learner QA with some meat works experience no QA experience.

Grade 3

Laundry operator, outdoor worker, QA competent in monitoring 1 area.

Grade 4

General Administration.

Grade 5

Store person, QA competent in monitoring 2 or more areas with beef spec certificates.

16.4.6 Rendering / Stockyards**Grade 1**

New Entrant – no experience all areas.

Grade 2

Stockyard attendant.

Grade 3

Forklift operator, saveall operator, render worker.

Grade 4

Leading hand, night stockman, render operator, forklift operator.

Grade 5

Head stockman, multitask forklift operator.

Grade 6

Boiler attendant

Head stockman, Render leading hand.

All Employees will be assessed on their competencies and paid according to the classification as set out in clauses 16.4.2 to 16.4.6. There will be no "Savings" or inappropriate upgrading of employees. Employees will be given the appropriate opportunities and training within a nominal timeframe to assist them in achieving higher competencies should they elect to do so.

16.5 General

Notwithstanding any other requirement contained in any classification, each employee shall be responsible to implement all hygiene, procedural and specification requirements of the particular task on which they are employed.

16.6 Alterations to Classifications

An alteration to the classification of any particular task can only occur after consultation and agreement between the Consultative Committee and the employer.

17. MIXED FUNCTIONS

- 17.1 Any employee who is competent to perform a higher level job, and works at that job for in excess of 2 hours, will be entitled to be paid at the rate applicable to the higher level job for all hours worked on that single shift.
- 17.2 Any employee who is temporarily transferred to a lower paid job the rate of pay shall be at the usual classification paid to the employee.
- 17.3 Where a slaughter person or boner offers or accepts a transfer to work at a lower level classification on a temporary basis due to lack of cattle, they will be paid at the rate of the classification level being performed.

18. SUPERANNUATION

18.1 Contributions to Superannuation

18.1.1 The employer will comply with the requirements prescribed by the *Superannuation Guarantee (Administration) Act 1992*.

18.1.2 On commencement of employment, an employee can nominate, in writing, a complying superannuation fund of their choice into which the employer will make superannuation contributions.

In the event a new employee fails to nominate a fund, the JBS Australia Pty Limited MySuper compliant default fund shall apply.

18.2 Salary Sacrifice

18.2.1 Subject to clause 18.2.2, the employer shall allow an employee to voluntarily salary sacrifice a fixed weekly amount into the fund.

18.2.2 The fixed weekly amount is to be nominated by the employee and notified to the employer in writing by the date specified by the employer each year, and shall not be subject to further change for that particular year.

18.3 Cessation of Contributions

- 18.3.1 The employee's eligibility for contributions to be paid into the Fund will cease on the last day of employment with the employer.
- 18.3.2 The employer shall not make any contributions to the Fund in respect of any period beyond that last day of employment.

PART 5 - HOURS OF WORK, BREAKS, OVERTIME AND WEEKEND WORK

19. ORDINARY HOURS OF WORK

- 19.1 The ordinary hours of work shall be an average of 38 hours per week but not exceeding 152 hours in 28 days unless otherwise agreed. It is agreed between the parties, that additional hours can be worked each cycle.
- 19.2 The maximum number of ordinary hours which may be worked on 2 days or 2 shifts must not exceed 10 hours, unless further agreement is reached by a majority of employees in a section.
- 19.3 Any hours worked in excess of the hours as prescribed by clause 19.1 in a week notwithstanding the provisions of 19.2 shall be paid at the appropriate overtime.
- 19.4 The ordinary hours of work may be worked on any day or all days of the week Monday to Sunday.
- 19.5 The ordinary hours of work must be worked continuously except for meal and any rest breaks, at the discretion of the employer between 5:00am and 8:00pm for day shift employees, all other shifts are outlined by clause 22 (with the exception of clause 19.6).

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.

- 19.6 The ordinary hours of work may be worked on any or all days of the week Monday to Sunday. Ordinary hours worked between midnight on Friday and Midnight on Sunday shall be paid at time plus 50%.

Agreement to work a Saturday rotating roster shall be by a majority of employees in a section.

If an agreement is reached by a majority of employees, individual employees will not unreasonably refuse to work a Saturday rotating roster, however where there are legitimate reasons impacting an employee's availability (i.e., parental and carers responsibilities that need to be addressed), the Company will discuss with the employee their availability to work the rotating roster, and provide up to four (4) weeks' notice to allow for alternative plans/arrangements to be put in place.

- 19.7 The parties agree, and the employees understand, that the nature of the meat industry is such that if processing is delayed as a consequence of equipment breakdown, or some other similar event, then in the interests of animal welfare and food hygiene, employees will work such reasonable additional hours as are required to complete processing on that day, except in the circumstances of a family emergency or ill health.
- 19.8 The employer shall provide at least 7 days' notice of any changes to the roster and 24 hours' notice of a change to the start and finish times unless otherwise agreed with the employee or the group of employees affected.
- 19.9 Rostered shifts will not be changed for the purpose of avoiding public holiday penalties.
- 19.10 Where the Company introduces a 5 day x 8 hour roster cycle, it is agreed that an employee will be paid 7.6 hours per day and accrue 0.4 hours per day over 19 days towards their RDO. 12 RDO's shall be taken each year.

20. MEAL INTERVALS, REST BREAKS AND RELIEF PERIODS

- 20.1 An employee is entitled to the following breaks:
- 20.1.1 Between commencement and lunch – 1 x 30 minute break (20 unpaid, 10 paid); and
 - 20.1.2 Lunch – 1 x 30 minute unpaid break.
 - 20.1.3 The time for taking breaks shall be as agreed by the parties.

- 20.1.4 The employer reserves the right to move meal breaks 1 hour either side of prescribed meal break for any reasonable operational circumstance.

21. OVERTIME

21.1 Overtime

Notwithstanding clause 21.2 all-time worked outside the rostered ordinary hours of work (including shifts) on any day Monday to Saturday will be deemed to be overtime and will be paid for at time plus 50% for the first three (3) hours and time plus 100% thereafter. The employer may require an employee including an employee who is working in accordance with an incentive scheme, to work reasonable additional hours on any day under this Agreement.

21.2 Extra Days

- 21.2.1 An employee, by agreement, may be required by the employer to work a reasonable amount of extra overtime days/shifts Monday to Friday, in excess of their work cycle in accordance with clause 13.9.

The employee will be paid at the rate of time plus 50% for the first four (4) hours and time plus 100% thereafter, for these extra days/shifts.

- 21.2.2 An employee may be required to work 10 additional overtime Saturday shifts per calendar year.

Where an employee works in accordance with this clause, the employee will be paid at the rate of time plus 50% for the first four (4) hours and time plus 100% thereafter.

Unless otherwise agreed, an employee shall not be required to work on a Saturday following Good Friday, or a Saturday prior to the following Monday public holidays (Easter Monday, Queen's Birthday and Labour Day; and Australia Day and Anzac Day where applicable).

- 21.3 Overtime worked on a Sunday shall be paid at the rate of time plus 100%. Where such hours are not continuous with ordinary hours, a minimum of four hours shall be paid on a Sunday e.g., called out to work.

- 21.4 Where work commences on one calendar day and extends into the following calendar day, the whole period of work shall be deemed to have been worked on the former day for the purpose of calculation of overtime.

- 21.5 Hours worked by an employee in excess e.g., 10 hours in a shift may be banked at the appropriate penalty rate and taken at a time agreed with the employer or paid out annually in the pay period immediately prior to Christmas.

- 21.6 The provisions of this clause shall apply in the case of shift workers who rotate from one shift to another as if six hours were substituted for eight hours when overtime is worked.

21.6.1 for the purpose of changing shift rosters: or

21.6.2 where a shift worker does not report for duty: or

21.6.3 where a shift is worked by arrangement between the employees themselves.

21.7 Reasonable Overtime

- 21.7.1 It shall be a condition of employment that an employee shall work reasonable overtime to meet the needs of the Company.

- 21.7.2 Employees who are unable to work due to family commitments must give notice that they are unable to work overtime.

- 21.7.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- 21.7.3.1 Any risk to employee health and safety; and/or
- 21.7.3.2 The employee's personal circumstances and any family responsibilities
- 21.7.4 This clause will confer a right on the employee to refuse to work overtime in circumstances where the working of such overtime would result in the employee working 'unreasonable' hours. It will permit the employee's ordinary hours to be taken into account in deciding whether overtime is unreasonable.
- 21.8 An employee will be given at least eight consecutive hours off duty between the work of consecutive days or be released from duty without loss of pay on the next day until he or she has had at least eight consecutive hours off duty. If the employer directs the employee to resume duty without at least eight consecutive hours off duty, he or she will be paid at the rate of time plus 100% until released from duty to obtain eight consecutive hours off duty.

22. SHIFTWORK

- 22.1 Shifts may be worked on any work covered by this Agreement.
- 22.2 Transfer of an employee from day work to shift work, or from shift work to day work, will be by agreement between the employer and the employee.

Employees will not unreasonably refuse to transfer from day work to shift work and visa versa, however where there are legitimate reasons impacting an employee's availability (i.e., parental and carers responsibilities that need to be addressed), the Company will discuss with the employee their availability to transfer, and provide up to four (4) weeks' notice to allow for alternative plans/arrangements to be put in place.
- 22.3 Shifts may be worked on a one-shift, two shifty or three shift system
- 22.4 For the purpose of this clause:
 - 22.4.1 **Afternoon shift** means any shift commencing at 2.00pm or after and finishing at or before midnight.
 - 22.4.2 **Night shift** means any shift finishing subsequent to midnight and at or before 9am.
 - 22.4.3 **Fixed night shift** means a night shift one which an employee is not allowed to rotate so as to give the employee at least one week in each three consecutive weeks on some other shift or shifts.
 - 22.4.4 **Day shift in a three shift system** means any shift finishing at or after 2.00 pm and at or before 4.00pm.
- 22.4 Shift loadings
 - 22.4.1 An employee on **afternoon shift** will be paid the ordinary hourly rate for the classification in which the employee under this Agreement, plus **15%** thereof.
 - 22.4.2 An employee on **nightshift** will be paid the ordinary hourly rate for the classification in which the employee is employed under this Agreement, plus **25%** thereof.
 - 22.4.3 An employee on a **fixed night shift** will be paid the ordinary hourly rate for the classification in which the employee is employed under this Agreement, plus **30%** thereof.
- 22.5 A casual employee employed in shiftwork will receive the appropriate percentage loading (shift allowance) prescribed in this clause and the applicable casual loading at the appropriate Agreement rate.
- 22.6 Shift allowances shall be paid in addition to any other penalty rates or loadings payable for that particular shift.
- 22.7 A shift worker except when engaged on a three shift system may be allowed a meal interval of

no less than 30 minutes per day.

22.8 Unless otherwise agreed, an individual employee who is required to alter their starting time, to enable management to make provision for replacement will be given at least 24 hours' notice of the change.

22.9 Employees engaged on a three shift system will rotate between shifts unless otherwise agreed between the employer and employees directly concerned.

22.10 Ordinary Hours – Shift Workers

22.10.1 The ordinary hours of work for shift workers are to be on average 38 per week and must not exceed 152 hours in 28 consecutive days.

22.10.2 By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 days but does not exceed 12 months.

22.10.3 The ordinary hours of work are to be worked continuously, except for meal and any rest breaks, at the discretion of the employer.

22.10.4 Except any change over of shifts an employee will not be required to work more than one shift in each 24 hours.

PART 6 - LEAVE ARRANGEMENTS

23. ANNUAL LEAVE

- 23.1 An employee (other than a casual employee) shall be entitled to accrual and payment of annual leave in accordance with the Act. Annual leave of 4 weeks each year accrues progressively from the employee's anniversary date.
- 23.2 Shift workers are entitled to 5 weeks annual leave per year in accordance with the NES. For the purpose of this agreement a shift worker is defined in clause 4.14 of this Agreement.
- 23.3 Close-down block leave periods
- 23.3.1 Where the employer closes down a plant or a section of the plant, the employer will, where possible, give the employee not less than four weeks' notice of their intention to stand down for the duration of the close-down, all employees in the plant or sections concerned.
- 23.3.2 The employee will be required to take such annual leave as is accrued at that date.
- 23.3.3 An employee shall be paid their base weekly rate plus 17½% annual leave loading.
- 23.4 Annual leave in excess of the blocked leave periods for the year may be taken by agreement between the employee and the employer at any time.
- 23.5 Cashing out annual leave
- 23.5.1 The employer and an employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave, provided that:
- 23.5.1.1 the agreement does not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
- 23.5.1.2 Each agreement to cash out a particular amount of paid leave must be a separate agreement in writing; and
- 23.5.1.3 The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.
- 23.6 Excessive leave
- Where an employee has more than 8 weeks accrual of annual leave and agreement cannot be reached through discussion with the employee, the employer may direct the employee to take annual leave in order to reduce the accrual to 6 weeks leave.

24. PERSONAL/CARERS LEAVE

- 24.1 An employee, other than a casual employee, shall be entitled to personal/carer's leave in accordance with Division 7 of Part 2.2 of the Fair Work Act, 2009 (Cth).
- 24.2 It is expressly agreed that an employee who has accrued personal/carer's leave in excess of 114 hours (15 days) may, by written election in the pay week prior to Christmas, forego the entitlement to the amount of personal/carer's leave credited to the employee which is in excess of 114 hours, in exchange for a payment by the employer in lieu of the amount of personal/carer's leave foregone, at the same rate of pay to which the employee would have been entitled if the leave had been taken commencing on the date that the employee elected in writing for forego the leave. In the case of part-time or jobshare employees, the preserved limit of 114 hours in this clause shall be reduced pro rata in strict accordance with the requirements of the Act.
- 24.3 Paid personal/carer's leave shall be paid at the ordinary hourly rate for the classification in which the employee is employed, for each hour of leave accrued and taken.

24.4 Evidence Supporting Personal / Carer's Leave Claim

Leave periods for two days and more are required to be verified by a medical certificate. A leave period of 1 day which is taken immediately before or after a public holiday, roster day off or on a Monday or Friday is required to be verified by medical evidence. In the event that a pattern of absenteeism with particular individuals is appearing a counselling session will be held between Management and the employee and they will be requested to produce medical evidence on every occasion of absence.

24.5 Notice for Personal / Carer's leave

The employee shall give the employer notice prior to the absence, of the intention to take either personal or carer's leave. In the event of carer's leave the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

25. LONG SERVICE LEAVE

An employee will be eligible for long service leave in accordance with the *Long Service Leave Act 1955 (NSW)*.

26. PARENTAL LEAVE

The provisions of Division 5, Part 2-2, Chapter 2, of the Act shall apply.

27. COMPASSIONATE LEAVE

The provisions of Division 7, Part 2-2, Chapter 2, of the Act shall apply.

28. PUBLIC HOLIDAYS

28.1 An employee, other than a casual employee, shall be entitled to observe the following public holidays without the loss of ordinary pay.

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day

28.2 Subject to the provisions of this clause, an employee shall be entitled to payment for a public holiday only when the public holiday is proclaimed and/or gazetted on a day that is a rostered ordinary working day for that employee.

28.3 The employer with the agreement of the employee or employees may substitute another day for the following public holidays: Queen's birthday, Labour Day or Australia day.

In such case, the day agreed shall become the holiday for the purposes of this Agreement and the actual holiday shall be an ordinary working day.

28.4 The public holidays listed above will be observed by the employer as gazetted by the New South Wales Government.

28.5 Payment for Work on a Public Holiday

28.5.1 Where a Public Holiday falls on a day that is an employee's ordinary working day and the employee is required to work, the employee shall be paid in addition to payment for the public holiday, at the rate of time plus 50% for each hour worked

based on the ordinary hourly rate for the relevant classification, no shift loadings shall apply.

- 28.5.2 Notwithstanding clause 28.5.1, where an employee is required to work on a Christmas Day or Anzac Day, the employee shall be paid in addition to payment for the public holiday, at the rate of time plus 100% for each hour worked based on the ordinary hourly rate for the relevant classification, no shift loadings shall apply.
- 28.5.3 Where a public holiday is an ordinary working day in accordance with clause 28.3 the employee shall be paid at the ordinary hourly rate for all hours worked,
- 28.6 Where work commences on one calendar day and extends into the following calendar day, the whole period of work shall be deemed to have been worked on the former day for the purpose of calculation for public holidays.
- 28.7 The Company will recognise the Scone Cup local gazetted holiday from 12 noon onward on the day of Scone Cup. If the Company chooses to work the Scone Cup afternoon, where possible employees will be given a minimum of 7 days' notice by the employer of their intention to work and employees will be required to work (or apply for approved leave). An employee who works the Scone Cup afternoon will be paid at the rate of time plus 150% for all hours worked after 12 noon.

29. COMMUNITY SERVICE

The provision of Division 8, Part 2-2 of the *Fair Work Act 2009 (Cth)* shall apply.

PART 7 - MISCELLANEOUS

30. SPECIAL OCCASIONS

- 30.1 Where it is agreed between the employer and its employees that a Special Occasion exists and an individual or the majority of a group of employees in a section requests that special arrangements be made, those arrangements are to be made to ensure that the employer's production requirements are not affected.
- 30.2 The parties to this Agreement, agree that should arrangements be made under clause 48.1 that are otherwise contrary to any provision of this Agreement, their implementation will not be a breach of this Agreement and no claim shall be made by any employee for any additional or penalty payment that might otherwise apply as a result of the implementation of such an arrangement, provided that no arrangement shall be agreed under this clause which results in a contravention of the NES.

31. UNION MATTERS

31.1 Right of Entry

The employer recognises the Union's right of entry in line with the terms and conditions of the Act.

31.2 Union Notice Board

The company will provide a prominent place for a notice board outside the lunchroom for displaying Company approved Union information.

31.3 Union Inductions

The company will explain during the induction process the existence of the AMIEU and the employees freedom of association should they choose to become a member of the Union.

31.4 Leave to Attend Union Business

A maximum of four (4) days unpaid leave per calendar year (in total), non-cumulative will be granted to allow AMIEU site elected Delegates to attend Trade Union training upon notification from the Secretary of the AMIEU Newcastle and Northern Branch. A minimum of 14 days' notice must be issued upon the Company with relation to requesting the leave of the senior delegate. This notice must be in writing.

By mutual agreement between the plant management and the AMIEU, the employees may attend meeting/s up to 1 hour (paid) per calendar year.

32. FLEXIBILITY AGREEMENTS

- 32.1 The employer and any employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- 32.1.1 the agreement deals with 1 or more of the following matters:
 - 32.1.1.1 arrangements about when work is performed;
 - 32.1.1.2 overtime rates;
 - 32.1.1.3 penalty rates;
 - 32.1.1.4 allowances;
 - 32.1.1.5 leave loading; and
 - 32.1.2 the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in clause 32.1.1; and

- 32.1.3 the arrangement is genuinely agreed to by the employer and employee.
- 32.2 The employer must ensure that the terms of the individual flexibility arrangement:
 - 32.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 32.2.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - 32.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 32.3 The employer must ensure that the individual flexibility arrangement:
 - 32.3.1 is in writing; and
 - 32.3.2 includes the name of the employer and employee; and
 - 32.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 32.3.4 includes details of:
 - 32.3.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and
 - 32.3.4.2 how the arrangement will vary the effect of the terms; and
 - 32.3.4.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 32.3.5 states the day on which the arrangement commences.
- 32.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 32.5 The employer or employee may terminate the individual flexibility arrangement:
 - 32.5.1 by giving no more than 28 days written notice to the other party to the arrangement;
or
 - 32.5.2 if the employer and employee agree in writing — at any time.


33. SIGNATORIES TO THE AGREEMENT

33.1 The Company

Signed for and on behalf of
JBS AUSTRALIA PTY LIMITED
ABN: 14 011 062 338

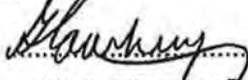
Signed: 
Name: Wayne Murraylee
Title: HR Mgr, Southern Operations
Address: 31 Industry Park Drive, Brooklyn Vic 3012.
Date: 9th of August, 2018

Witness

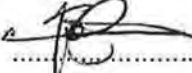
Signed: 
Name: LANA BETTY
Title: FSQA OFFICER IN CHARGE IN DEVELOPMENT
Address: MEATWORKS RD, BURROBROWN
Date: 9/08/2018

33.2 The AMIEU

Signed for and on behalf of the Employees
THE AMIEU Newcastle & Northern
ABN: 93 459 676 279

Signed: 
Name: GRANT COURTNEY
Title: SECRETARY, AMIEU NEWCASTLE & NORTHERN
Address: 34 UNION ST, NEWCASTLE WEST NSW 2302
Date: 9 AUGUST 2018

Witness

Signed: 
Name: TIM COLWILL
Title: COMMUNICATIONS OFFICER
Address: 34 UNION ST, NEWCASTLE WEST NSW 2302
Date: 9 AUGUST 2018

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/3685

Applicant:

JBS Australia Pty Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Wayne Murraylee, HR Manager Operations Southern for JBS Australia Pty Limited, give the following undertakings with respect to the JBS Australia Pty Limited – Scone Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by JBS Australia Pty Limited to provide this undertaking in relation to the application before the Fair Work Commission.
2. **Notice of termination**
Clause 15.6.2 of the Agreement will be taken to have been deleted from the Agreement, therefore for clarity, the termination provisions shall apply to apprentices.
3. **Casual employees**
Clause 12.3.4 shall be deleted and casual employees will receive casual loading in addition to the shift penalties (non-compounding) in accordance with clause 22.5.
4. **Daily hire employees**
A regular daily hire employee may be required to work no less than 7.6 ordinary hours for each day they are employed.
5. **Part-time employees – overtime**
A part-time employee who is required to work in excess of the specified hours as agreed between the employer and the employee, shall be paid in accordance with clause 21 of the Agreement.
6. **Sunday penalty rates**
The employees shall receive a 200% penalty for working ordinary hours on Sundays.
7. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

26 October, 2018.
Date