



Australian Government
Department of Immigration and Border Protection

LABOUR AGREEMENT – MEAT INDUSTRY

Under the Migration Act 1958

Between

**Commonwealth of Australia as represented by the
Minister for Immigration and Border Protection
(Minister)**

and

Teys Australia Naracoorte Pty Ltd

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Labour Agreement

Effective Date: Date signed by the Commonwealth.

Parties

The Commonwealth of Australia (the "Commonwealth") as represented by the Minister for Immigration and Border Protection (the "Minister"). The Commonwealth's particulars are set out in **Item 1 of Schedule 1**.

AND

The party specified in **Item 2 of Schedule 1** (the "Approved Sponsor"). The Approved Sponsor's particulars are set out in **Item 2 of Schedule 1**.

Background

- A. This labour agreement (the "Agreement") is a "labour agreement" as defined in the Migration Regulations. This Agreement will be administered by the Department of Immigration and Border Protection ("DIBP or the Department") on behalf of the Commonwealth.
- B. This Agreement sets out the terms and conditions by which the Approved Sponsor may recruit, employ or engage the services of overseas workers who are intended to be employed or engaged by the Approved Sponsor as holders of Subclass 457 Temporary Work (Skilled) or Subclass 186 Employer Nomination Scheme visas in its business undertaking as described in **Item 3 of Schedule 1**.
- C. The Approved Sponsor is an "approved sponsor", as defined in subsection 5(1) of the Migration Act by virtue of entering into this Agreement.

Operative Part

1 Definitions

- 1.1 Unless the context indicates a contrary intention, words and phrases in this Agreement have the same meanings attributed to them in the Migration Act and the Migration Regulations.
- 1.2 In the event of any inconsistency between this Agreement and the Migration Act and the Migration Regulations, the Migration Act and the Migration Regulations will prevail.
- 1.3 In this Agreement:

Accredited English Language Training means for the purpose of this Agreement English language training that is undertaken through a Registered Training Organisation.

Accredited Training Institution means for the purpose of this Agreement a Registered Training Organisation. Registered Training Organisations are registered by State and Territory training authorities to deliver nationally recognised training.

Address means a party's address set out in **Schedule 1**.

Agreement means this labour agreement, any schedules, attachments and any documents incorporated into this labour agreement by reference.

Annual Salary means for the purpose of this Agreement remuneration paid to a Primary Sponsored Person on an annualised basis and is calculated from the date the Primary Sponsored Person commences employment, excluding those periods when the Primary Sponsored Person is offshore on approved leave without pay.

ANZSCO means the Australian and New Zealand Standard Classification of Occupations.

AQF means the Australian Qualifications Framework.

Australian where the context so admits, means an Australian citizen (whether born in Australia or elsewhere) or a non-citizen who, being usually resident in Australia is the holder of a permanent visa granted under the Migration Act.

Base rate of pay means the rate of pay payable to an employee for his or her full time ordinary hours of work, but not including any of the following:

- (a) incentive-based payments and bonuses;
- (b) loadings;
- (c) monetary allowances;
- (d) overtime or penalty rates;
- (e) any other separately identifiable amounts.

Ordinary hours of work is determined under the relevant industrial award or agreement.

Where there is no industrial award or agreement, the full time ordinary hours will be 38 hours per week.

Business Day means a day on which business is generally conducted in the Australian Capital Territory, and excludes Saturdays, Sundays and public holidays.

Business Address means the physical address at which a business is located.

Ceiling number means the number of primary Subclass 457 or Subclass 186 Employer Nomination Scheme visas that can be nominated as defined in **Schedule 3**. Nominations made but withdrawn prior to a decision are not included in the ceiling number.

Confidential Information in relation to a Party, means information that is:

- (a) by its nature capable of being protected in law or equity as confidential;
- (b) designated by a Party as confidential in **Item 5 of Schedule 1**; or
- (c) in the case of the Commonwealth's Confidential Information, the Approved Sponsor knows or ought to know is confidential;

but does not include information:

- (d) which is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligations; or
- (e) that has been independently developed or acquired without reference to the other Party's Confidential Information.

Concessions means any variations to the requirements prescribed in the Migration Legislation in relation to the skills, qualifications, employment background, level of English Language proficiency and the Temporary Skilled Migration Income Threshold (TSMIT) required for the nomination and grant of a Subclass 457 or Subclass 186 Employer Nomination Scheme visa.

Damages means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.

Deductions Plan means a plan submitted by the Approved Sponsor to the Commonwealth, seeking approval of fair, reasonable and lawful deductions from the gross salary of Skilled Meat Workers (other than deductions required by Australian law or statute), which if approved by the Commonwealth, could be made available to the Company's Skilled Meat Workers should they freely choose to avail themselves of this opportunity to which the deductions relate.

DIBP means the Department of Immigration and Border Protection ("the Department").

Effective Date means:

- (a) the date (if any) specified in **Item 4 of Schedule 1**;

- (b) if no such date is specified, the date on which this Agreement is signed by the parties, or if signed on separate days, the date of the last signature.

Email Account means a party's email address set out in **Schedule 1**.

IELTS means the International English Language Testing System.

Industrial instrument means an instrument in force under a law of the Commonwealth or the State/Territory that regulates workplace relations and prescribes terms and conditions of employment between employers and employees including, but not limited to, an award or agreement made under the Commonwealth Fair Work Act 2009 (Cth) and an award or agreement made by a relevant State/Territory industrial tribunal or court.

Meat Processing Company means a company registered, licensed or accredited by the relevant Commonwealth or State/Territory authority to operate an abattoir and/or boning room and which is a Party to this Agreement and the direct employer of Skilled Meat Workers.

Meat Processing Establishment means for the purpose of this Agreement an establishment wholly or predominately concerned with any one or more of the activities of killing, dressing, boning, slicing, preparation and/or packing of fresh meat and is owned and operated by the Approved Sponsor at which Primary Sponsored Persons are to be employed.

Migration Act means the Migration Act 1958, as varied from time to time.

Migration Legislation means the Migration Act and/or the Migration Regulations.

Migration Regulations means the Migration Regulations 1994 made under the Migration Act 1958, as varied from time to time.

Minister means "the Minister" for Immigration and Border Protection, the Assistant Minister, and his or her authorised representative performing relevant functions as the Minister under the Migration Legislation.

MINTRAC means the Meat Industry National Training Advisory Council.

Nominate means a nomination referred to in section 140GB of the Migration Act.

Nominee means the holder of, or an applicant or proposed applicant for, a Subclass 457 or Subclass 186 Employer Nomination Scheme visa.

On-hire¹, under a labour agreement, means a person's business activities which include activities relating to either or both of:

- (a) the recruitment of labour for supply to another business; and
- (b) the hiring of labour to another business;
- (c) the reference to 'another business' in paragraph (a) and (b) above, includes any other business that is related to a person's business.

Occupations means those occupations prescribed in **Schedule 3**.

Postal Address means the address to which mail is delivered.

Primary Sponsored Person takes the same meaning as in the Migration Regulations.

Relevant Industrial Instrument means an industrial instrument that applies to a Primary Sponsored Person and regulates the terms and conditions of employment of that Primary Sponsored Person.

Secondary Sponsored Person takes the same meaning as in the Migration Regulations.

¹ An example of On-hire is where a person proposes to sponsor someone to come to Australia for the purpose of hiring out the visa holder's services to client organisations, rather than to work directly in the person's business.

Stand-down means “the employer has the right to deduct payment for any period on which an employee cannot be usefully employed, because of any industrial action (other than industrial action organised or engaged in by the employer), or through any breakdown of machinery if the employer cannot reasonably be held responsible for the breakdown or any stoppage of work for any cause for which the employer cannot reasonably be held responsible, or for any period which an employee cannot be usefully employed because of any industrial action in the meat industry”.

Terms and conditions of employment takes the same meaning as Regulation 2.57 of the Migration Regulations.

The Department means the Department of Immigration and Border Protection.

Top Up is defined for the purpose of this Agreement as an amount needed to restore the Skilled Meat Worker's salary to the Temporary Skilled Migration Income Threshold as prescribed under Schedule 6, Item 2, Clause 2.

TSMIT means the Temporary Skilled Migration Income Threshold specified in an instrument made under regulation 2.72(10)(cc) of the Migration Regulations, as routinely indexed.

TSMIT Fortnightly Rate means the (annual salary x 12) divided by 313.

TSMIT Hourly Rate means the TSMIT Weekly Rate divided by 38.

TSMIT Weekly Rate means the (annual salary x 6) divided by 313.

Workforce means the total number of Australian workers (including permanent residents), subclass 457 visa holders, and other temporary visa holders engaged by the Approved Sponsor.

Workplace law means the *Fair Work Act 2009 (Cth)*, and any other law of the Commonwealth, a State or a Territory that regulates the relationships between employers and employees (including by dealing with occupational health and safety matters).

Workforce plan means a report that outlines the current, and where requested, projected future composition of an Approved Sponsor's workforce. It should include details of the total number of Australian workers (including permanent residents), subclass 457 visa holders, and other temporary visa holders engaged by the Approved Sponsor.

Year means the period of 12 months commencing on the day this Agreement commences, or a period of 12 months commencing on an anniversary of that day.

2 Interpretation

(corresponding meanings) a word that is derived from a defined word has a corresponding meaning.

(headings) clause headings, the table of contents and footnotes are inserted for convenience only and do not affect interpretation of this Agreement.

(references) a reference to a party, clause, paragraph or schedule is a reference to a party, clause, paragraph or schedule to, or of this Agreement.

(requirements) a requirement to do anything includes a requirement to cause that thing to be done, and a requirement not to do anything includes a requirement to prevent that thing being done.

(including) including and **includes** are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind.

(rules of construction) neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

(singular and gender) the singular includes the plural and vice-versa, and words importing one gender include all other genders.

(legislation) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations, directions or instruments issued under it.

(day) unless stated otherwise a reference to a day is a reference to a calendar day.

(month) a reference to a month is a reference to a calendar month.

(person) a reference to a person includes an individual, a body corporate, statutory corporation, partnership, body politic and permitted assigns, as the context requires.

(writing) a reference to a notice, consent, request, approval or other communication under this Agreement or an agreement between the parties means a written notice, request, consent, approval or agreement.

3 Period

3.1 This Agreement commences from the date signed by the Commonwealth specified in **Item 4 of Schedule 1**.

3.2 Unless terminated earlier in accordance with clause 19 of this Agreement, the period of this Agreement will be the time specified in **Item 4 of Schedule 1**.

3.3. For holders who satisfied the primary criteria

For the purpose of clause 457.511(ca) of **Schedule 2** to the Migration Regulations, the period specified for a subclass 457 visa granted to a person who satisfied the primary criteria is:

- (a) in the case of a holder who is in Australia at the time of grant - a period of four (4) years from the date of grant of the subclass 457 visa; and
- (b) in the case of a holder who is outside Australia at the time of grant - a period of four (4) years from the date of the holder's first entry into Australia following the grant of the subclass 457 visa.

3.4 For holders who satisfied the secondary criteria (other than subsequent entrants)

For the purpose of clause 457.511(ca) of **Schedule 2** to the Migration Regulations, the period specified for a subclass 457 visa granted to a person who:

- (a) made a combined application with a person who satisfied the primary criteria; and
- (b) satisfied the secondary criteria on the basis of being a member of the family unit of the person who satisfied the primary criteria;

is:

- (c) in the case of a holder who is in Australia at the time of grant - a period of four (4) years from the date of grant of the subclass 457 visa; and
- (d) in the case of a holder who is outside Australia at the time of grant - a period of four (4) years from the date of the holder's first entry into Australia following the grant of the subclass 457 visa.

3.5 For subsequent entrants who satisfied the secondary criteria

For the purpose of clause 457.511(ca) of **Schedule 2** to the Migration Regulations, the period specified for a subclass 457 visa granted to a person who:

- (a) did not make a combined application with a person who satisfied the primary criteria; and
- (b) satisfied the secondary criteria on the basis of being a member of the family unit of the person who satisfied the primary criteria;

is the remainder of the visa period of the subclass 457 visa held by the person who satisfied the primary criteria.

4 Pre-contractual representations

4.1 The Approved Sponsor warrants that information supplied to the Commonwealth with respect to the Approved Sponsor being a fit and proper person to enter into this Agreement and upon which the Commonwealth relied, was true and correct.

Sponsorship and nomination of overseas workers

5 On-hire prohibited

- 5.1 On-hire is prohibited under this Agreement. Specifically:
- (a) the Approved Sponsor must not nominate a proposed occupation for a Nominee, for On-hire;
 - (b) any such nominations will not be approved under this Agreement; and
 - (c) the Approved Sponsor must not utilise the services of a visa-holder engaged pursuant to a nomination under this Agreement, for On-hire.

6 Labour market need

- 6.1 The Approved Sponsor must take all reasonable steps to ensure it recruits suitably skilled Australians who are available before nominating a Nominee under this Agreement.

PART A – Subclass 457

7 Nomination

- 7.1 A nomination under this Part means a nomination referred to in section 140GB of the Migration Act.
- 7.2 The Approved Sponsor acknowledges the general requirements of the subclass 457 visa program and agrees that Primary Sponsored Persons engaged through this Agreement may only be engaged in occupations, and with concessions referred to in **Schedules 3 and 4**.
- 7.3 The Approved Sponsor may only nominate Nominees for:
- (a) Occupations and Concessions outlined in **Schedule 3** and **4**; and
 - (b) up to the Ceiling Number specified in **Schedule 3**; and
 - (c) an Occupation to be performed in a location listed in **Item 1 of Schedule 3**.
- 7.4 The Approved Sponsor will ensure that the number of nominations made under this Agreement in the occupations listed in **Schedule 3** does not exceed:
- (a) the Ceiling Number identified in **Schedule 3**; or
 - (b) where one or more ceiling numbers have been approved by a subsequent variation, the most recently approved Ceiling Number.
- 7.5 The Approved Sponsor acknowledges that the Minister may, in his/her absolute discretion:
- (a) vary the Ceiling Numbers up or down;
 - (b) vary the Concessions;
 - (c) vary the Occupations.
- 7.6 In addition to the information specified in the Migration Regulations, the Approved Sponsor must provide written certification that the Nominee:
- (a) has the commensurate qualifications and experience in relation to the nominated occupation as specified in **Item 2 of Schedule 3**;
 - (b) unless varied in accordance with **Item 4 of Schedule 3**,
 - i. has undertaken a test of English language proficiency and achieved the score specified for the relevant test in the instrument made under paragraph 457.223(4)(eb) of the Migration Regulations; or

- ii. is the current holder of a valid passport issued by:
 - A. Canada; or
 - B. New Zealand; or
 - C. the Republic of Ireland; or
 - D. the United Kingdom; or
 - E. the United States of America; or
 - iii. has completed at least five (5) years of full-time study in a secondary and/or higher education institution where instruction was conducted in English; or
 - iv. will be paid a Base Rate of Pay which is at least the level of salary worked out in the way specified in the instrument made under paragraph 457.223(6)(a) of the Migration Regulations;
 - (c) will, when engaged under this Agreement, hold any licence, registration and/or membership that is required by Australian law to perform the Nominee's nominated occupation.
- 7.7 In addition to the information specified in the Migration Regulations, the Approved Sponsor must demonstrate, through written evidence, at nomination, that the Nominee will:
- (a) be engaged full time and will receive terms and conditions of employment which are no less favourable than the terms or conditions of employment that are, or would be provided, to an Australian performing equivalent work in the Approved Sponsor's workplace at the same location, and
 - (b) receive a Base Rate of Pay, under the terms and conditions of employment referred to in clause 7.7 (a) that is equal to or greater than the TSMIT, unless varied in **Item 3 of Schedule 3**.
- 7.8 Where no Australian is performing equivalent work in the Approved Sponsor's workplace at the same location, the Approved Sponsor must, in addition to the information specified in the Migration Regulations, demonstrate through written evidence, at nomination that:
- (a) the Nominee will be engaged on a full-time basis; and
 - (b) the terms and conditions of employment received by the Nominee will be no less favourable than that paid to an Australian performing equivalent work; and
 - (c) the Nominee will receive a Base Rate of Pay, under the terms and conditions of employment referred to in clause 7.8 (b) that is equal to or greater than TSMIT, unless varied in **Item 3 of Schedule 3**.
- 7.9 In addition to the information in the Migration Regulations, the Approved Sponsor must provide written certification; that the following information provided in support of a nomination application, is true and correct:
- (a) that the Approved Sponsor has taken all reasonable steps to ensure it recruits suitably skilled Australians, before engaging Primary Sponsored Persons under this Agreement; and
 - (b) that the tasks of the position include a significant majority of the tasks of the nominated occupation as described in ANZSCO, unless varied in **Schedule 4**; and
 - (c) that the Nominee will complete a skills assessment where:
 - i. such is required in accordance with the standard subclass 457 visa program as prescribed in the Migration Legislation; or
 - ii. where the Minister specified that a skills assessment is required in **Item 1 of Schedule 5**.
- 7.10 The Approved Sponsor must comply with any additional requirements for nomination that are stipulated by the Minister in **Item 1 of Schedule 5**.

8 Approval of nominations

- 8.1 The Minister will approve nominations in accordance with the Migration Legislation.
- 8.2 The Minister will notify the Approved Sponsor of a decision on the nomination application.
- 8.3 The period of an approval of a nomination will be in accordance with the Migration Legislation.

9 Sponsorship obligations

- 9.1 The Approved Sponsor must satisfy its sponsorship obligations in Division 2.19 of Part 2A of the Migration Regulations and in Migration Legislation.
- 9.2 The Approved Sponsor is specifically required to meet the following obligations in the Migration Regulations and as varied, if at all, in **Schedule 6**, as follows:
 - (a) to cooperate with inspectors (Regulation 2.78);
 - (b) to ensure equivalent terms and conditions of employment (Regulation 2.79);
 - (c) to pay travel costs to enable sponsored persons to leave Australia (Regulation 2.80);
 - (d) to pay costs incurred by the Commonwealth to locate and remove unlawful non-citizen (Regulation 2.81);
 - (e) to keep records (Regulation 2.82);
 - (f) to provide records and information to the Minister (Regulation 2.83);
 - (g) to provide information to the Minister when certain events occur (Regulation 2.84);
 - (h) to ensure a Primary Sponsored Person does not work in an occupation other than an approved occupation (Regulation 2.86);
 - (i) not to recover certain costs (Regulation 2.87).
- 9.3 The Approved Sponsor must meet the following additional obligations which are imposed in accordance with subsection 140H(3) of the Migration Act:
 - (a) ensure that every Primary Sponsored Person engaged under this Agreement holds any licence, registration and/or membership that is required by Australian law to perform the Primary Sponsored Person's approved occupation (the occupation listed in the most recently approved nomination);
 - (b) as at the commencement date provide information to the Commonwealth that is true and correct with respect to matters dealt with in this Agreement and/or matters relevant to the Approved Sponsor's sponsorship of Primary Sponsored Persons pursuant to this Agreement;
 - (c) pay wages and salary directly to the Primary Sponsored Person;
 - (d) ensure all Primary Sponsored Persons are engaged on a full-time basis and will receive terms and conditions of employment which are no less favourable than the terms and conditions of employment that are, or would be, provided to an Australian performing equivalent work in the Approved Sponsor's workplace at the same location;
 - (e) ensure any payments (including, but not limited to, repayments of salary advances made to the Primary Sponsored Person at the discretion of the Approved Sponsor) deducted from the Primary Sponsored Person's salary may only be made with the consent and written permission of the Primary Sponsored Person and must be consistent with Workplace Laws and the requirements of the relevant award; and
 - (f) any other additional obligations specified in **Item 10 of Schedule 6**.
- 9.4 The obligation in paragraph 9.3(a) is applicable and commences when the Primary Sponsored Person commences his or her employment or engagement with the Approved Sponsor, and ends on the earlier of:

- (a) the day on which the Primary Sponsored Person is granted a further substantive visa that:
 - i. is not a subclass 457 visa; and
 - ii. is in effect; and
 - (b) the day on which the Primary Sponsored Person ceases employment or engagement with the Approved Sponsor.
- 9.5 The obligations in paragraphs 9.3(c), (d), (e) and (f) commence and end in accordance with subregulation 2.79(4) of the Migration Regulations.
- 9.6 The Approved Sponsor must comply with Workplace law.

PART B – Subclass 186

10 Nominations

- 10.1 A nomination under this Part means a nomination referred to in Migration Regulations for a permanent residence visa specified in **Item 5 of Schedule 3**.
- 10.2 The Approved Sponsor acknowledges the general requirements for permanent residence and agrees that Primary Sponsored Persons engaged through this Agreement may only be engaged in occupations, and with concessions referred to in **Schedules 3 and 4**.
- 10.3 The Approved Sponsor may only nominate Nominees for:
- (a) occupations as specified in **Item 1 of Schedule 3**;
 - (b) up to the ceiling number specified in **Schedule 3**
 - (c) an occupation to be performed in a location listed in **Item 1 of Schedule 3**.
- 10.4 The Approved Sponsor will ensure that the number of nominations made under this Agreement in the occupations listed in **Schedule 3** does not exceed:
- (a) the Ceiling Number identified in **Schedule 3**; or
 - (b) where one or more ceiling numbers have been approved by a subsequent variation, the most recently approved Ceiling Number.
- 10.5 The Approved Sponsor acknowledges that the Minister may, in his/her absolute discretion:
- (a) vary the Ceiling Numbers up or down;
 - (b) vary the Concessions;
 - (c) vary the Occupations.
- 10.6 The Approved Sponsor must make nominations in accordance with the approved forms and form 1395 (elodgment nomination form).
- 10.7 The Approved Sponsor must provide, as part of the nomination:
- (a) the information required in the Migration Regulations;
 - (b) the fee specified in the Migration Regulations.
- 10.8 The Commonwealth may refund the fee in accordance with the circumstances for such a refund in the Migration Regulations.
- 10.9 The Approved Sponsor must comply with any additional requirements for a permanent residence nomination that is stipulated by the Minister in **Item 2 of Schedule 5**.
- 10.10 The Approved Sponsor may only nominate a Nominee who:
- (a) has the commensurate qualifications and experience in relation to the nominated occupation as specified in **Item 2 of Schedule 3**;
 - (b) unless varied in accordance with **Item 4 of Schedule 3**:
 - i. has undertaken a test of English language proficiency and achieved the score

specified for the relevant test in the instrument made under paragraph 186.222(a) of the Migration Regulations; or

- ii. is a class of person who is specified in an instrument made under paragraph 186.222(b) of the Migration Regulations as being exempt from the English language requirement;
 - (c) has not turned 50 years of age at time of nomination, unless varied in **Item 5 of Schedule 3**; and
 - (d) has been employed under a subclass 457 visa for the previous three (3) years and six (6) months in the occupations specified in **Item 1 of Schedule 3**;
 - (e) holds any licence, registration and/or membership that is required by Australian law to perform the Nominee's nominated occupation.
- 10.11 The Approved Sponsor must demonstrate, through written evidence, at nomination, that the Nominee will:
- (a) be engaged full time and will receive terms and conditions of employment which are no less favourable than the terms or conditions of employment that are, or would be provided, to an Australian performing equivalent work in the Approved Sponsor's workplace at the same location, and
 - (b) receive a Base Rate of Pay, under the terms and conditions of employment referred to in clause 10.11 (a) that is equal to or greater than the TSMIT, unless varied in **Item 3 of Schedule 3**.
- 10.12 Where no Australian is performing equivalent work in the Approved Sponsor's workplace at the same location, the Approved Sponsor must, in addition to the information specified in the Migration Regulations, demonstrate through written evidence, at nomination that:
- (a) the Nominee will be engaged on a full-time basis; and
 - (b) the terms and conditions of employment received by the Nominee will be no less favourable than that paid to an Australian performing equivalent work; and
 - (c) the Nominee will receive a Base Rate of Pay, under the terms and conditions of employment referred to in clause 10.12 (b) that is equal to or greater than TSMIT, unless varied in **Item 3 of Schedule 3**.
- 10.13 The Approved Sponsor must provide written certification that the following information provided in support of a nomination application, is true and correct:
- (a) that the tasks of the position include a significant majority of the tasks of the nominated occupation as described in ANZSCO, unless varied in **Schedule 4**;
 - (b) that the position will be ongoing for at least two (2) years.
- 10.14 The Approved Sponsor must comply with any additional requirements for nomination that are stipulated by the Minister in **Item 2 of Schedule 5**.

11 Approval of nominations

- 11.1 The Minister will approve nominations in accordance with this Agreement, including any requirements specified in **Item 2 of Schedule 5**.
- 11.2 The Minister will notify the Approved Sponsor of a decision on the nomination application.
- 11.3 The period of an approval of a nomination will be in accordance with the Migration Legislation.

PART C: Other provisions

12 Training and recruitment of Australian workers

- 12.1 The Approved Sponsor must comply with the training and recruitment obligations outlined in **Schedule 2**.
- 12.2 The Approved Sponsor may carry out the training obligations itself or through contracted service providers.
- 12.3 The Approved Sponsor warrants that the training provided will be fit for any purpose express or implied.

13 Supporting Primary Sponsored Persons

- 13.1 The Approved Sponsor will be responsible for ensuring that all Primary Sponsored Persons engaged under this Agreement are supplied with workplace rights information.
- 13.2 The information referred to in clause 13.1 should be provided within seven (7) days of the date the Primary Sponsored Person commences employment in the nominated Occupation with the Approved Sponsor.

14 Reporting obligations

- 14.1 Unless varied in **Schedule 7**:
 - (a) the Approved Sponsor must provide a report to the Department within 30 days following a request by the Minister or when requesting a variation to **Schedule 3**;
 - (b) the report must include:
 - i. updated Workforce Plans; and
 - ii. evidence of efforts to recruit domestically, using the template provided in **Schedule 8**; and
 - iii. evidence of the Base Rate of Pay as defined at **Item 3** of **Schedule 3**, for Primary Sponsored Persons; and
 - iv. evidence of compliance with the training obligations defined in **Schedule 2**; and
 - v. details of any breaches of immigration or other Commonwealth or State laws; and
 - vi. the dates and numbers and occupations of any and all Australian workers who have been retrenched or made redundant in the past 12 month period; and
 - vii. any additional information requested by the Minister.

15 Monitoring

- 15.1 The Minister may, from time to time, audit the Approved Sponsor's performance of its obligations in this Agreement and the Approved Sponsor will cooperate with the Minister for the purpose of such audits.
- 15.2 Without limiting the generality of the preceding clause, the Approved Sponsor will:
 - (a) liaise with and provide information and assistance to the Minister as reasonably required by the Minister for the purposes of such audits;
 - (b) comply with the Minister's reasonable requests or requirements for the purposes of such audits.
- 15.3 Unless specified otherwise in the Migration Legislation, the Approved Sponsor will retain all records generated for the purposes of this Agreement for seven (7) years from the date of expiration or termination of this Agreement.

Miscellaneous Provisions

16 Relationship between the parties

- 16.1 Nothing in this Agreement:
- (a) constitutes a partnership between the parties; or
 - (b) except as expressly provided, makes a party an agent of another party for any purpose.
- 16.2 A party cannot in any way or for any purpose:
- (a) bind another party; or
 - (b) contract in the name of another party.
- 16.3 If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.
- 16.4 If the Approved Sponsor is constituted by more than one legal entity (such as a partnership or an unincorporated association), each of those legal entities will be jointly and severally liable for the performance of all of the Approved Sponsor's obligations under this Agreement.

17 Confidential information and information sharing

- 17.1 If a party's information is specified as Confidential Information in **Item 5 of Schedule 1**, the other party will not disclose the information without the first party's prior written consent, except when disclosure of the information is required by law, statutory or portfolio duties, or in accordance with clause 17.3 of this Agreement.
- 17.2 The Approved Sponsor must comply with any reasonable request by the Commonwealth for information to enable the Commonwealth to meet its obligations in this Agreement.
- 17.3 The Approved Sponsor consents to information concerning it which is relevant to the operation of this Agreement being shared by the Minister with:
- (a) State or Territory government agencies in the State or Territory in which the Approved Sponsor conducts business, where those agencies have regulatory or other relevant interests in the operation of this Agreement;
 - (b) Commonwealth agencies with regulatory or other relevant interests in the operation of this Agreement.
- 17.4 The Approved Sponsor will allow the disclosure of information related to this Agreement for various reporting and Commonwealth disclosure obligations. These disclosures include:
- (a) disclosure of procurement information for the Department's annual reporting purposes;
 - (b) disclosure to the Parliament and its committees, as appropriate, in line with the Government Guidelines for Official Witnesses before Parliamentary Committees and Related Matters;
 - (c) disclosure of information consistent with the Freedom of Information Act 1982 (Cth);
 - (d) disclosure of discoverable information that is relevant to a case before a court; and
 - (e) disclosure of information as required under other legislation or Commonwealth policy.
- 17.5 Clause 17.3 survives the termination or expiration of this Agreement.

18 Suspension

- 18.1 The Minister may, in his/her absolute discretion, suspend this Agreement in whole or in part.
- 18.2 The Approved Sponsor and other third parties are not entitled to any compensation or payments as a result of the Minister suspending this Agreement under clause 18.1.

- 18.3 Where the Minister suspends this Agreement in accordance with clause 18.1 the Minister will notify the Approved Sponsor in writing.
- 18.4 For the avoidance of doubt, where the Minister notifies that this Agreement has been suspended in accordance with clause 18.3, the suspension shall take effect at the time the notice is taken to be received by the Approved Sponsor, in accordance with clause 27.
- 18.5 Where the Minister suspends this Agreement in accordance with clause 18.1, the Minister may, in determining the order for considering and disposing of nomination applications and visa applications, give the lowest priority to applications made under this Agreement.
- 18.6 After a period of suspension, the Minister may, at his/her absolute discretion, choose to resume this Agreement by notifying the Approved Sponsor in writing.
- 18.7 Where the Minister chooses to resume this Agreement in accordance with clause 18.6 and notifies the Approved Sponsor, the Agreement will resume at the time the notice is taken to be received, in accordance with clause 27.
- 18.8 For the avoidance of doubt, any period of suspension will have no impact on and will not amend the period of this Agreement. The period of this Agreement will remain as specified in **Item 4 of Schedule 1**.

19 Termination

- 19.1 The Minister may, in his/her absolute discretion, terminate this Agreement at any time including for reasons of public interest where there is a change in policy or a change in government which results in a change in policy settings.
- 19.2 The Approved Sponsor will not be entitled to any compensation or payments as a result of the Minister terminating this Agreement under clause 19.1.
- 19.3 Otherwise, if the Minister contends that the Approved Sponsor is in default under this Agreement, the Minister may, without prejudice to any right of action or remedy which has accrued or which may accrue (including the Minister's entitlement to terminate in accordance with clause 19.6):
 - (a) suspend this Agreement in whole or in part; and
 - (b) serve notice on the Approved Sponsor, advising that this Agreement is suspended and requiring the Approved Sponsor to rectify to the satisfaction of the Minister, those aspects of the Approved Sponsor's performance which are of concern to the Commonwealth; or
 - (c) terminate this Agreement without prejudice to any right of action or remedy which has accrued or which may accrue.
- 19.4 If the Approved Sponsor is in breach of a sponsorship obligation in the Migration Regulations the Approved Sponsor will be taken to be in default under this Agreement as if the statutory obligation was a contractual obligation of the Approved Sponsor.
- 19.5 For the avoidance of doubt, a breach of the Approved Sponsor's warranty given in clause 4.1 with respect to pre-contractual information, will entitle the Minister to suspend this Agreement and serve a notice under clause 19.3 and/or to take any other contractual redress in accordance with this Agreement.
- 19.6 A party may, in its discretion, terminate this Agreement early by giving 28 days' notice to the other party, whereupon this Agreement will be terminated with effect 28 days after the notice of termination is served. A party serving a notice of termination under this sub-clause:
 - (a) need not specify a reason for serving the notice;
 - (b) may withdraw the notice before the 28 days have elapsed; and
 - (c) will not be liable to compensate the other party for costs or damages that may arise from the early termination.

- 19.7 For the avoidance of doubt if this Agreement is terminated for any reason, or for no reason:
- (a) the Approved Sponsor's approval as a sponsor for the purposes of this Agreement will thereby be automatically terminated; and
 - (b) visas granted pursuant to this Agreement will be subject to the operation of the Migration Legislation.
- 19.8 A waiver by a party in respect of any breach of a condition or provision of this Agreement will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of a party to enforce at any time any of the provisions of this Agreement will in no way be interpreted as a waiver of such provision.

20 Sanctions

- 20.1 Instead of terminating this Agreement:
- (a) the Commonwealth may, in its discretion bar the Approved Sponsor, for a specified period, from making further nominations under this Agreement, or
 - (b) the Minister may, in his or her absolute discretion, give the lowest processing priority to nomination applications and visa applications made under this Agreement.
- 20.2 The Commonwealth may, in its discretion, instead of terminating this Agreement or in addition to terminating this Agreement, take action against the Approved Sponsor for a breach of contract to recover damages and/or for injunctive relief.
- 20.3 The Commonwealth may, in its discretion, instead of taking any enforcement action under this Agreement or in addition to taking such enforcement action, pursue a civil penalty under the Migration Legislation for failing to satisfy a sponsorship obligation.

21 Dispute resolution

- 21.1 The Parties will deal with any dispute arising during the course of this Agreement as follows:
- (a) the party claiming that there is a dispute must notify the other party of the dispute;
 - (b) the parties will use reasonable endeavours to resolve the dispute by direct negotiation;
 - (c) the parties must allow 28 days from notification of the dispute to reach a resolution or to agree to refer the dispute to mediation in accordance with, and subject to, The Institute of Arbitrators and Mediators Australia Mediation Rules or some other form of alternative dispute resolution procedure agreed to in writing by the Parties; and
 - (d) in the event that:
 - i. the Parties have attended mediation, or some other form of alternative dispute resolution procedure; and
 - ii. no written settlement agreement is executed within 15 Business Days (or such extended time as the Parties may agree in writing before the expiration of the 15 Business days) of the conclusion of the mediation or some other form of alternative dispute resolution procedure

then either Party may commence legal proceedings or terminate this Agreement.

- 21.2 The Parties acknowledge that the Migration Review Tribunal and Administrative Appeals Tribunal may have jurisdiction to review decisions in relation to nomination applications and visa applications made under this Agreement. This Agreement does not abrogate any rights of a merits review by the Migration Review Tribunal or the Administrative Appeals Tribunal.

22 Assurances, counterparts and assignment

- 22.1 Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Agreement.
- 22.2 This Agreement may be executed in any number of counterparts.

- 22.3 A party cannot assign or otherwise transfer its rights under this Agreement without the prior written consent of the other party.

23 Variation and entire agreement

- 23.1 Unless otherwise specified in this Deed, a provision of this Agreement can only be varied by a written document executed by or on behalf of all parties.
- 23.2 The contents of this Agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this Agreement, whether orally or in writing.

24 Fettering and publishing

- 24.1 Nothing in this Agreement fetters or detracts from the Commonwealth's discretions, functions or powers under the Migration Legislation, Workplace law or other relevant Commonwealth laws.
- 24.2 In the event the Commonwealth has published an outline of this Agreement, the published outline is an invitation to treat with prospective sponsors and is not an offer to enter into contractual relations with any such sponsor on the basis of the published outline.
- 24.3 The Commonwealth may grant or refuse to grant consent, in its absolute discretion, to any application by the Approved Sponsor for consent to a change in control of the Approved Sponsor that may be inimical to the Approved Sponsor's capacity to perform its obligations under this Agreement, and the Commonwealth may attach such conditions on a consent as the Commonwealth sees fit.

25 Legal expenses

- 25.1 Each party must pay its own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.
- 25.2 The Approved Sponsor must pay any stamp duty assessed on or in relation to this Agreement and any instrument or transaction required by or necessary to give effect to this Agreement.

26 Survival after termination

- 26.1 Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or expiration of this Agreement and any rights arising on termination or expiration will survive, including Confidential Information, and the Approved Sponsor's sponsorship obligations.

27 Notices

- 27.1 Any notice, demand, consent or other communication given or made under this Agreement:
- (a) must be clearly readable;
 - (b) must, unless it is sent by email, be signed by the party giving or making it (or signed on behalf of that party by its authorised representative);
 - (c) must, unless it is sent by email, be left at the Address or sent by pre-paid security post (air mail if outside Australia) to the Business Address of the recipient; and
 - (d) may be sent by email to the receiving party's Email Account.
- 27.2 A notice to be served on the Commonwealth will be taken to be served if it is served on the Department's address in **Item 1 of Schedule 1**.
- 27.3 A party may change its Business Address, Postal Address or Email Account for the purpose of service by giving notice of that change to the other party in accordance with clause 27.1.

27.4 Any communication will be taken to be received by the recipient:

- (a) in the case of a letter, on the third (seventh, if sent outside the country in which the letter is posted) Business Day after the date of posting;
- (b) in the case of an email, at the end of the day in which the email is transmitted.

28 Governing law and jurisdiction

28.1 The laws applicable in the Australian Capital Territory govern this Agreement.

28.2 The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts competent to hear appeals from those courts.

29 Indemnity

29.1 The Approved Sponsor agrees to indemnify the Minister from and against any:

- (a) cost or liability incurred by the Minister; or
- (b) loss or expense incurred by the Minister in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Minister,

arising from:

- (c) any act or omission by the Approved Sponsor or its Personnel in connection with this Agreement; or
- (d) any breach by the Approved Sponsor of its obligations or warranties under this Agreement;

irrespective of whether there was fault on the part of the person whose conduct gave rise to that liability, loss or damage, or loss or expense.

29.2 The Approved Sponsor's liability to indemnify the Minister under clause 29.1 will be reduced proportionately to the extent that any breach of this Agreement by the Minister or any act or omission involving fault on the part of the Minister contributed to the relevant cost, liability, loss, damage, or expense.

29.3 The right of the Minister to be indemnified under clause 29.1 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Minister is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage, or expense.

29.4 In clause 29.1:

- (a) "the Minister" includes officers, employees and agents of the Minister; and
- (b) "Personnel" means a party's officers, employees, agents, contract staff or professional advisers engaged in, or in relation to, the performance or management of this Agreement;

29.5 Clause 29.1 will survive six (6) years from the expiration or termination of this Agreement.

Schedule 1**Particulars****Item 1****Commonwealth Particulars**

Name: Department of Immigration and Border Protection
 Address: 6 Chan Street, BELCONNEN ACT 2617
 Telephone Number: (02) 6264 2903
 Email Address: labour.agreement.section@border.gov.au
 Contact officer: Director, 457 Program Management Section

Item 2**The Approved Sponsor's Particulars**

Name: Teys Australia Naracoorte Pty Ltd
 ACN:
 ABN: 80 010 807 986
 Business structure: Australian Private Company
 Business Address: Hynam Road, Naracoorte SA 5271
 Postal Address: Hynam Road, Naracoorte SA 5271
 Telephone Number:
 Email Address:
 Contact officer:

Item 3**The Approved Sponsor's Business**

Business Undertaking: Agriculture, Forestry and Fishing
 Industry segment: Meat Processing

Item 4**Commencement and period**

Effective Date: The date signed by the Commonwealth
 Cease Date: Five (5) years from date of effect

Item 5**Commercial-in-Confidence Information**

Party: The Department of Immigration and Border Protection on behalf of the Commonwealth
 Teys Australia Naracoorte Pty Ltd
 The terms of this Agreement
 All information provided to request and secure access to a Labour Agreement

Schedule 2**Training and recruitment obligations**

1. The Approved Sponsor must, throughout the term of this agreement, demonstrate a commitment to the provision of employment, training and career progression opportunities to Australians through compliance with this Schedule.
2. It is an obligation of the Agreement that the Approved Sponsor must undertake recruitment activities which afford Australians the first opportunity for employment, prior to nomination of positions covered by this Agreement.
3. It is an obligation of this Agreement that the Approved Sponsor must, over the term of each Year of the Agreement, ensure that:
 - (a) payments equivalent to at least two (2) per cent of the gross payroll of the Approved Sponsor are made to an industry training fund that operates in the same industry as the Approved Sponsor; or
 - (b) payments equivalent to at least one (1) per cent of the gross payroll of the Approved Sponsor are made for the provision of structured training for the Australian employees of the Approved Sponsor.
4. Expenditure that may count towards training expenditure for the purposes of this Agreement is outlined in Legislative Instrument IMMI 13/030, as varied from time to time.

Schedule 3 Occupations; Ceiling numbers; Location; Qualifications and Experience; and other Concessions covered by this Agreement

Item 1 Occupations, Ceiling Numbers, and Location

Occupation	ANZSCO	Ceiling numbers of Primary Sponsored Persons : subclass 457					Location of Work	Ceiling numbers of Primary Sponsored Persons : subclass 186				
		Year 1	Year 2	Year 3	Year 4	Year 5		Year 1	Year 2	Year 3	Year 4	Year 5
Skilled Meat Worker	070499	s. 47G(1)(a)					s. 47G(1)(a)	s. 47G(1)(a)				

s. 47G(1)(a)

Item 2 Concessions to Qualifications and Experience:

The Approved Sponsor may only nominate a nominee who holds the following qualifications and experience:

Skilled Meat Worker (code 070499) who:

- (a) has been assessed and verified by a MINTRAC registered assessor, or an assessor approved by the Commonwealth, with a Certificate IV in Training and Assessment experienced in meat processing, to be Skilled Meat Workers with a minimum skill level commensurate with the MINTRAC referenced AQF Certificate III in meat processing; and
- (b) either:
 - i. demonstrates a minimum of three (3) years skilled work experience obtained at a meat processing establishment acceptable to the Parties; or
 - ii. has been working in Australia on a subclass 457 visa at an Australian Meat Processing Establishment acceptable to the Parties for at least nine (9) months prior to being nominated.

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Item 3 Concessions to TSMIT

Clauses 7.7(b), 7.8(c), 10.8(b) and 10.8(c) are varied as follows:

The Nominee will be paid, under the terms and conditions of employment referred to in clauses 7.7(a), 7.8(b), 10.8(a) and 10.8(b) respectively, no less than the TSMIT. Payments that can be considered for the purpose of meeting the TSMIT include any payments that are provided for under the Relevant Industrial Instrument, or the Migration Regulations, excluding bonus payments and payments for all time worked outside the ordinary working hours (including overtime and shifts) on any day. Payments of worker's compensation benefits to Primary Sponsored Person as compensation for loss of ordinary earnings and payments that are based on activity levels can also be considered for the purpose of meeting the TSMIT.

Item 4 Concessions to English language requirement

1. Clause 7.6(b) is varied to include:
 - (a) has achieved a minimum average score of at least five (5) on an IELTS test with no minimum test score; or
 - (b) is a Primary Sponsored Person who was not required to meet English language levels under previous meat industry labour agreements or a Standard Business Sponsorship
2. Clause 10.10(b) is varied to include:
 - (a) has achieved a minimum average score of at least five (5) on an IELTS test with no minimum test score; or
 - (b) for subclass 457 visa holders who were not required to provide evidence of English language proficiency at the time of grant of their subclass 457 visa, has completed, and provides evidence as prescribed in the Migration Regulations for meeting functional English..

Item 5 Concessions to age requirement (permanent residence)

Nil

Schedule 4 Concessions to tasks of occupations in ANZSCO

The duties and tasks of a skilled meat worker reflect the duties and tasks referenced by a National Meat Industry Training Advisory Council (MINTRAC) Certificate III. A skilled meat worker cannot be employed in a labouring position or undertake labouring or unskilled duties other than to the extent of circumstances prescribed below.

Tasks of a skilled meat worker, which include the duties of ANZSCO occupations Slaughterer and Meat Boner and Slicer, are:

- stuns and kills livestock, and prepares carcasses for further processing by removing internal organs and hides;
- operating switching controls to direct and drop carcasses and meat cuts from supply rails to boning tables;
- cutting meat to separate meat, fat and tissue from around bones;
- washing, scraping and trimming foreign material and blood from meat;
- cutting sides and quarters of meat into standard meat cuts, such as rumps, flanks and shoulders, and removing internal fat, blood clots, bruises and other matter to prepare them for packing and marketing;
- operating restrainer and stunning equipment;
- severing jugular veins of stunned animals to drain blood and facilitate dressing;
- trimming and removing head meat and severing animal heads;
- slitting open, eviscerating and trimming animal carcasses; and
- may slaughter livestock according to procedures required by religious customs.

Schedule 5 Additional requirements for nomination

Item 1 Subclass 457

The Approved Sponsor must meet the following requirements to the Commonwealth's satisfaction before a nomination will be approved:

1. The Approved Sponsor has attested as part of the nomination, in writing, that it has a strong record of, or a demonstrated commitment to employing local labour, and non-discriminatory employment practices.
2. The Approved Sponsor has certified as part of the nomination, in writing, that it has not:
 - i. permanently terminated the employment of not more than five percent of its Australia workforce at the Meat Processing Establishment approved under this Agreement (except in circumstances of demonstrated misconduct or unlawful conduct) within a period of three (3) months prior to the date of the nomination application; and
 - ii. stood down its workforce at the Meat Processing Establishment approved under this Agreement for more than seven (7) consecutive days at any single given time over a three (3) month period prior to the date of the nomination application; and
 - iii. reduced the shifts of its workforce at the Meat Processing Establishment approved under this Agreement to less than 50 per cent of the regular shift quota within a period of three (3) months prior to the date of the nomination application.
3. The requirement to make a certification does not apply if the Commonwealth is satisfied that compelling circumstances exist (for example, a natural disaster) which warrant the Approved Sponsor undertaking any of the actions outlined in **Item 1 of Schedule 5, Clause 2**.
4. The Approved Sponsor must only make a nomination application in respect of a nominee that would work directly for them at a Meat Processing Establishment.
5. The Sponsor must provide evidence of labour market testing for skilled meat worker vacancies for the nominated occupation.

Item 2: Subclass 186

1. The Approved Sponsor may only nominate a Primary Sponsored Person who has been employed as a Primary 457 visa holder in the nominated occupation, for at least three (3) years and six (6) months before the nomination is made, and
2. The Approved Sponsor must only make a nomination application in respect of a Primary Sponsored Person that would work directly for them at a Meat Processing Establishment.

Schedule 6 Variation of sponsorship obligations²

Item 1 Obligation to cooperate with inspectors

The obligation in regulation 2.78 of the Migration Regulations applies and is not varied.

Item 2 Obligation to ensure equivalent terms and conditions of employment

The obligation in regulation 2.79 of the Migration Regulations applies and, in accordance with subsection 140H(2) of the Migration Act, is varied in the following way:

Subregulation 2.79 (3A) does not apply, and the following applies:

1. The Primary Sponsored Person will be paid no less than the TSMIT over an Annual Salary period. Payments that can be considered for the purpose of meeting the TSMIT include any payments that are provided for under the Relevant Industrial Instrument, or the Migration Regulations, excluding bonus payments and payments for all time worked outside the ordinary working hours (including overtime and shifts) on any day. Payments of worker's compensation benefits to Primary Sponsored Person as compensation for loss of ordinary earnings and payments that are based on activity levels can also be considered for the purpose of meeting the TSMIT.
2. Where a Primary Sponsored Person is not provided with work for a period of time, whether because of a Stand Down, insufficient work or any other reason, the Approved Sponsor must pay the Primary Sponsored Person as follows³ :
 - (a) if the Primary Sponsored Person is not provided with work for any period within a fortnight, and the Primary Sponsored Person does not earn an amount equal to one-half (50%) of the fortnightly TSMIT amount, then the Approved Sponsor must pay to the Primary Sponsored Person the difference between the amount actually earned and one-half (50%) of the fortnightly TSMIT amount;
 - (b) if the Primary Sponsored Person is not provided with work for a period greater than a fortnight, then the Approved Sponsor must pay to the Primary Sponsored Person an amount equal to one-half (50%) of the fortnightly TSMIT amount for the length of the Stand Down and to pay any shortfall of TSMIT calculated over an Annual Salary period ('Top up');
 - (c) A Top up payment will generally be made on an annual basis. However, where Primary Sponsored Person not being provided with work has resulted in the payment to a Primary Sponsored Person of less than the pro-rata TSMIT in three consecutive months, then the Commonwealth reserves the right to request that the Sponsor pay the Top up for that three month period at any time, and any balance owing for the period of time for which the Primary Sponsored Person was not provided with work, calculated over an Annual Salary period, at a later date as determined by the Commonwealth.
3. All other terms and conditions of this Agreement should be consistent with the Relevant Industrial Instrument. The Approved Sponsor must meet all their obligations under the Relevant Industrial Instrument and applicable Workplace law. To the extent that the Agreement provides additional benefits to the Primary Sponsored Person as an employee it operates in conjunction with the Relevant Industrial Instrument and applicable Workplace Law.

² A summary of sponsorship obligations can be found at: <http://www.border.gov.au/Trav/Visa-1/457->

³ If sufficient work for the Primary Sponsored Person to be engaged on a full-time and ongoing basis is not available for an extended period of time, Approved Sponsors should consider whether the Primary Sponsored Person should continue to be employed.

Item 3 Obligation to pay travel costs to enable sponsored persons to leave Australia

The obligation in regulation 2.80 of the Migration Regulations applies and is not varied.

Item 4 Obligation to pay costs incurred by the Commonwealth to locate and remove unlawful non-citizens

The obligation in regulation 2.81 of the Migration Regulations applies and is not varied.

Item 5 Obligation to keep records

The obligation in regulation 2.82 of the Migration Regulations applies and is not varied.

Item 6 Obligation to provide records and information to the Minister

The obligation in regulation 2.83 of the Migration Regulations applies and is not varied.

Item 7 Obligation to provide information to Immigration when certain events occur

The obligation in regulation 2.84 of the Migration Regulations applies and is not varied.

Item 8 Obligation to ensure Primary Sponsored Person works or participates in nominated occupation, program or activity

The obligation in regulation 2.86 of the Migration Regulations applies and is varied in accordance with the following provisions:

1. The Approved Sponsor must ensure that the Primary Sponsored Persons are Skilled Meat Workers and that they will be employed only in skilled meat processing occupations except:
 - (a) where the Skilled Meat Worker is required to undertake suitable duties pursuant to the requirements of applicable Workers Compensation laws; or
 - (b) where the requirement is made for bona fide OH&S reasons to provide a worker with restricted duties consistent with existing medical opinion. The Meat Processing Company must notify the Commonwealth immediately if any period of restricted duties exceeds one week; or
 - (c) where a Skilled Meat Worker has completed his or her ordinary working hours, other duties outside of the 'Skilled Meat Worker' duties, including duties offered as part of Overtime, may be considered.

Item 9 Obligation not to recover, transfer or take actions that would result in another person paying for certain costs

The obligation in regulation 2.87 of the Migration Regulations applies and is varied in accordance with the following provisions. In addition to clause 7.87(1a), 7.57(1):

1. The Approved Sponsor cannot recover costs including but not limited to;
 - (a) the Approved Sponsor's recruitment costs;
 - (b) public health costs (or insurance to cover public health costs) for both Primary and Secondary Visa Holders where the visa grant was prior to 14 September 2009; and
 - (c) English language testing and/or training for Primary Sponsored Person;
2. Where the Approved Sponsor provides accommodation and/or board:
 - (a) it must not be compulsory for the Primary Sponsored Person to accept the accommodation and/or board;
 - (b) it can only be charged at a fair and reasonable market rate; and
 - (c) charges for accommodation and/or board must satisfy the Commonwealth as being fair and reasonable and meet workplace laws;

3. The Approved Sponsor must only permit the Skilled Meat Workers to authorise the Approved Sponsor to make deductions from their gross salary where those authorised deductions are consistent with the Deductions Plan approved by the Commonwealth for that Approved Sponsor and is consistent with relevant State/Territory legislation and workplace laws;
4. The Approved Sponsor must be responsible for the costs incurred in accordance with **Schedule 6, Item 9 clause 1(c)**, as they relate to Primary Sponsored Person, and English language training to enable the Primary Sponsored Person to achieve the English language level prescribed under clause 7.6 (b).

Item 10 Other sponsorship obligations

1. The Approved Sponsor must ensure that all Primary Sponsored Persons:
 - (a) are subject to integrity verification processes, including:
 - i. videotaping of the assessment undertaken; or
 - ii. where exceptional circumstances render videotaping impossible or impracticable; and a digital photograph of the Primary Sponsored Person submitted with the nomination and visa application. The Commonwealth may require the Approved Sponsor to provide evidence of the exceptional circumstances which render videotaping impossible or impracticable. Where the Commonwealth is not satisfied with the evidence the Approved Sponsor provides, the Commonwealth may impose conditions; and
 - (b) have skills and work experience as defined by Skilled Meat Worker, **Schedule 3**; and
 - (c) undergo induction training on arrival, which should cover specific processes, knowledge of equipment, production speed, OH&S requirements specific to the Meat Processing Establishment at which they are employed.
2. The Approved Sponsor must ensure that:
 - (a) for a Skilled Meat Worker who is the holder of a subclass 457 visa and whose application for that visa was:
 - i. made and determined before 12 September 2009; or
 - ii. made on the basis that the employer was a Standard Business Sponsor;
 - (b) nominate the Skilled Meat Worker within 4 weeks of the effective date of this Agreement.
3. The Approved Sponsor must ensure that the integrity of the assessment process is maintained, including through:
 - (a) verifying within two (2) days of the Primary Sponsored Person's arrival that the Primary Visa Holder is the same person assessed in **Schedule 6, Item 10, Clause 2(a)** and in the digital photograph submitted with the nomination and visa application; and notifying the Commonwealth immediately of any inconsistency;
 - (b) notifying the Commonwealth within one (1) month of the Primary Sponsored Person's arrival where a Primary Visa Holder does not meet the requirements and, if those requirements are not met, proposing remedial action to the Commonwealth;
 - (c) complying with any Commonwealth request for the Approved Sponsor to obtain at the Approved Sponsor's expense an independent audit, by an independent authority specified by the Commonwealth, such as use the services of any assessor associated with a skills assessment failure; and
 - (d) reassessing any Primary Sponsored Person assessed by an assessor associated with a skills assessment failure.
4. The Approved Sponsor must ensure that nominees can provide evidence of health insurance cover at time of application.

5. Where a Primary Sponsored Person's English language proficiency is below the level of English language proficiency that is prescribed in clause 7.6 (b) or **Schedule 3, Item 4(1)**, the Approved Sponsor must continue to pay for accredited English language training for the Primary Sponsored Person until such time as the Primary Sponsored Person's English language proficiency is at least the level of English language proficiency that is prescribed in clause 7.6(b) or **Schedule 3, Item 4(1)**; except where:
 - (a) the Primary Sponsored Person is in Australia and holds a subclass 457 visa, or is in Australia and the last substantive visa they held was a subclass 457 visa, the Approved Sponsor must ensure that the Primary Sponsored Person's English language proficiency is at least the level of English language proficiency that is prescribed in clause 7.6(b) or **Schedule 3, Item 4(1)** in circumstances where sub-paragraphs 457.223(4)(eb)(i), (ii) and (iii) do not apply
6. When recruiting primary sponsored persons or secondary sponsored persons, the Approved Sponsor must make all reasonable inquiries to satisfy itself that the primary sponsored person or secondary sponsored persons do not owe money as a result of being recruited.
7. The Approved Sponsor must not nominate a nominee or secondary nominee who it has assessed, reasonably suspects or ought to reasonably suspect of owing money as a result of being recruited.
8. The Approved Sponsor must not cause or permit a change in control of the Approved Sponsor that would reasonably be regarded as inimical to the Approved Sponsor's capacity to perform its obligations under this Agreement.

Schedule 7 Variations to Reporting Requirements

None

Signing page

Signed for and on behalf of the Commonwealth
under the written authority of the Minister for
Immigration and Border Protection:

s. 22(1)(a)(ii)

AS Senior Director
Economic & Skilled Visa Program Branch
Print name and details of the Authorised Person

s. 22(1)(a)(ii)

Signature of Witness

s. 22(1)(a)(ii)

Print name of Witness

s. 22(1)(a)(ii)

Signature of the Authorised Person

Date of signing:

25 1 2018
dd/mm/yyyy

Date of signing:

25 1 2018
dd/mm/yyyy

Signed for and on behalf of Teys Australia
Naracoorte Pty Ltd.....)

ABN: 80 010 807 986.....)

In accordance with section 127 of the Corporations
Act 2001 by:

s. 47F

Signature of director/Authorised Person

Clifford Geoffrey Tey
Print name and details of the Authorised Person

Date of signing:

22 01 2018
dd/mm/yyyy

Print name and details of the Approved Sponsor
(if the Approved Sponsor is not a body corporate).

s. 47F

Signature of Witness

s. 47F

Print name of Witness

Date of signing:

22 01 2018
dd/mm/yyyy

s. 47F

Signature of Director/Secretary

KIRSTINE JACKSON
Print name and details of the Authorised Person

Date of signing:

22 01 2018
dd/mm/yyyy