



BIDFOOD DARWIN

ENTERPRISE AGREEMENT 2023

ARRANGEMENT

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PART 1 - INTRODUCTION

1.1 TITLE

This Agreement made pursuant to section 182 of the *Fair Work Act 2009* (Cth) will be referred to as the Bidfood Darwin – Enterprise Agreement 2023.

1.2 DEFINITIONS

"A close relative" of the employee is a person who:

- (a) is a member of the employee's immediate family; or
- (b) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

"Acceptable employment" means the offer of employment that is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Employer immediately before the offer and Employee's service with the Employer is recognised.

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

"Agreement" means **Bidfood Darwin Enterprise Agreement 2023**.

"Awards" means the Storage Services and Wholesale Award 2020, the Road Transport and Distribution Award 2020, the Clerks Private Sector Award 2020, and the Commercial Sales Award 2020.

"Base rate of pay" means the rate of pay payable to the employee for their ordinary hours of work, but not including incentive-based payments and bonuses, loadings (including but not limited to casual loading), monetary allowances, overtime or penalty rates or any other separately identifiable amounts.

"Classification" means the skill and wage level to which an Employee is appointed by the Employer on engagement or promotion based upon the duties and responsibilities of the employee.

"Day" means for full-time Employees 7.6 hours or 10 hours in accordance with the Employee's ordinary hours and for part-time Employee it means the average number of daily hours over the previous twelve (12) months.

"Driver" shall mean a driver employed by the Employer whose principal duties are to deliver goods to the Employer's customers and an Employee working as a driver/storeperson position regardless of the hours worked as either a driver or a storeperson.

"Employer" John Lewis Foodservice Pty Ltd (ACN 061 312 294) trading as Bidfood Darwin located at 12 Wishart Rd, Berrimah NT 0828.

"Employee" means an Employee of the Employer who is classified under this Agreement and who works at or from 12 Wishart Rd, Berrimah NT 0828 but will exclude an employee of the Employer who is employed by Bidfood Supply Solutions Division or Classic Meats Division or Bidfood Operations Support.

"Family and domestic violence" is violent, threatening or other abusive behaviour by a close relative of an employee that:

- (a) seeks to coerce or control the employee; and
- (b) causes the employee harm or to be fearful.

"Freezer " shall mean a chamber for the Logistics and preservation of foodstuffs the temperature of which is reduced by artificial means to less than minus 18 degrees Celsius.

"Full rate of pay" means the rate of pay payable to the employee, including incentive-based payments and bonuses, loadings, monetary allowance, overtime or penalty rates, and any other separately identifiable amounts.

"FWC" shall mean the Fair Work Commission.

"Immediate member of family or household" means the following members of an Employee's immediate family:

- (a) a spouse, child (including a de facto partner child (i.e. a step child), foster child, child who is the subject of permanent care order, or adoptive child), parent, grandparent, grandchild or sibling of the Employee; and
- (b) a child (including a de facto partner child (i.e. a step child), foster child, child who is the subject of permanent care order, or adoptive child), parent, grandparent, grandchild or sibling of a spouse of the Employee.

"Manager" shall include a manager but will exclude the operations manager, and general or branch manager.

"National Employment Standards" mean the Part 2-2 of Chapter 2 of the Act.

"Ordinary hours of work" means the relevant hours of work set out in clause 4.1 of this Agreement.

"Parties" means the Employer and the Employees.

"Peak Periods" means the two (2) weeks before Christmas Day and one (1) week before and one (1) week after Easter and weeks in which a public holiday fall.

"Public Holiday" means each of these days:

- (a) New Years Day – 1 January, Australia Day – 26 January, Good Friday, Easter Saturday, Easter Monday, Anzac Day – 25 April, Christmas Day – 25 December, Boxing Day – 26 December, and Labour Day; and
- (b) Any other day declared by or under the law of Northern Territory but excluding:
 - i. a day declared in substitution for a day named in paragraph (a) of this definition; or
 - ii. a day declared for the second observance for a day named in paragraph (a) of this definition; or
 - iii. that is excluded by the *Fair Work Regulations 2009* as a public holiday.
- (c) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subsection (a), then the substituted day or part-day is the public holiday.

"Relevant penalty percentage" shall mean a penalty paid by the Employer in accordance with clauses 3.7 (Shift Allowance), 3.8 (Weekend Penalties) or 5.7 (Public Holidays) of this Agreement.

"Salaried Employee" means an Employee paid a salary by the Employer who is employed as a salaried clerk, sales representative or supervisor or manager classified in accordance clause 3.1.2 of the Agreement.

"Spouse" includes a spouse, former spouse, a de facto spouse, or a former de facto spouse.

"Transferred in employment" means where an Employee's employment has been transferred from the Employer to a new Employer and the Employee's period of service with the Employer counts as service with the new Employer and the new Employer recognises the Employee's accruals under clauses 5.1 (Annual Leave), 5.2 (Personal/carer's and Compassionate Leave), 5.3 (Long Service Leave) and 5.4 (Parental Leave).

"Week" means for a full-time Employee 38 ordinary hours and for part-time Employees it means the average number of ordinary hours per week over the previous twelve (12) months.

1.3 TERM AND OPERATION OF AGREEMENT

1.3.1 Operative Date

This Agreement comes into operation seven (7) days after approval by the FWC.

1.3.2 Term of the Agreement

The nominal expiry date of the Agreement is 1 January 2027.

1.3.3 Relationship to Modern Award

It is the intention of the parties to this Agreement that it will replace all terms and conditions of any applicable Award/s, Industrial Agreement or Industrial Instrument or any variations thereto ("NES").

1.3.4 Monetary Obligations

The amounts payable under this Agreement are intended to satisfy all entitlements that an Employee may have under any applicable award, industrial agreement or law, including in respect of any overtime, allowances, shift penalties, public holidays penalties, annual leave loading and any other allowances and benefits, and any payments paid to the Employee may be absorbed or used to off-set against any monetary obligation imposed on the Employer by any applicable award, this Agreement or the National Employment Standards or the FW Act.

1.3.5 Relationship to National Employment Standards

The entitlements in this Agreement are intended to be applied in satisfaction of, and not in addition to, any entitlements Employees may have under the National Employment Standards ("NES"). The Agreement is read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.4 AGREEMENT COVERAGE

This Agreement will apply to John Lewis Foodservice Pty Ltd (ACN 061 312 294) trading as Bidfood Darwin trading as Bidfood Darwin and its Employees classified under this Agreement working at or from 12 Wishart Rd, Berrimah NT 0828.

1.5 PARTIES BOUND

This Agreement shall be binding upon:

- (a) John Lewis Foodservice Pty Ltd (ACN 061 312 294) trading as Bidfood Darwin trading as Bidfood Darwin located at 12 Wishart Rd, Berrimah NT 0828; and
- (b) All the Employees of the Employer employed at or from 12 Wishart Rd, Berrimah NT 0828.

1.6 AGREEMENT FLEXIBILITY CLAUSE

1.6.1 Individual Flexibility Arrangement

The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

- (a) the arrangement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;

- (iii) penalty and public holiday rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a) above; and
 - (c) the arrangement is genuinely agreed to by the Employer and the Employee.

1.6.2 The Employer's obligations in relation to an Individual Flexibility Arrangement

The Employer must ensure that the terms of the individual flexibility arrangement:

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

1.6.3 Requirements for making an Individual Flexibility Arrangement

The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

1.6.4 The Employee is entitled to a copy of the Individual Flexibility Arrangement

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

1.6.5 Termination of Individual Flexibility Arrangement

The Employer or Employee may terminate the individual flexibility arrangement:

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

1.7 EMPLOYEE ACCESS TO COPY OF THE AGREEMENT

An Employee, upon request, will be provided with a copy of the Agreement by the Employer. A copy of the Agreement will be kept at the premises of the Employer and a copy is freely available on www.fwc.gov.au (the Fair Work Commission website).

PART 2 - CONTRACT OF EMPLOYMENT

2.1 LETTER OF APPOINTMENT

2.1.1 The Employer will give all Employees on operation of this Agreement or on engagement (whichever is applicable) a letter setting out the following:

- (a) Employment Category (full-time, part-time or casual);
- (b) Job Level;
- (c) Rate of Pay (full-time/part-time or casual); and
- (d) The Employees probationary period.
- (e) Additionally for an employee employed as a Sales Representative:
 - I. the remuneration payable; and
 - II. the vehicle allowance payable or car supplied.

2.1.2 Period of Probation

A new Employee will be subject to a probationary period of six (6) months.

2.2 TERMINATION OF EMPLOYMENT

2.2.1 Notice on termination by the Employer

Subject to clause 2.2.4, the amount of notice, or compensation instead of notice, for a full-time or part-time Employee depends upon the Employee's length of continuous service with the Employer and their age. The following periods of notice apply:

Length of Employee's Continuous Service with the Employer at the end of the notice period	Employee under 45	Employee 45 and over
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

2.2.2 Notice of Termination by an Employee

A full-time or part-time Employee (other than a Salaried Employee which is contained at clause 6.8.4) of the Agreement) is required to give the Employer the following notice of their resignation or abandonment as set in clause 2.2.1 or such lesser period as mutually agreed between the parties:

Length of Service	Notice of Termination
Less than 1 year	1 week
More than 1 year	2 weeks

2.2.3 The Notice Period

The Employer may:

- (a) make payment in lieu of the above notice period to an Employee.
- (b) may require an Employee work out part of the notice period and make a payment for the

- remainder of the notice period.
- (c) require the Employee to undertake alternative duties during the notice period.
 - (d) place an Employee on garden leave for all or part of their notice period, provided the employee is paid for this period. During a period of garden leave, the Employer may direct an employee to:
 - i. not attend the workplace.
 - ii. not undertake ordinary duties.
 - iii. not contact other employees of the Employer

An Employee who is placed on garden leave is not entitled to commence work for another employer during this leave and must be available to work for the Employer.

- (e) The Employer may make payment in lieu of the above notice of termination to an Employee or may consent to an Employee working out part of the notice period and making a payment for the remainder of the notice period. If the Employer pays the Employee in lieu of notice of termination then the Employee must be paid at least the amount the Employer would have been liable to pay the Employee at the Employee's full rate of pay for the hours they would have worked had the employment continued until the end of the period of notice.

2.2.4 When the Employer is not required to provide notice of termination

The period of notice in clause 2.2.1 will not apply in the case of:

- (a) termination for reasons that are serious misconduct;
- (b) casual Employees;
- (c) An Employee to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement; and
- (d) Employees engaged for a specified period or task or for the duration of a specified season.

2.2.5 Serious Misconduct

Depending on the circumstances the term serious misconduct includes:

- failure to follow a reasonable and lawful direction that is inconsistent with the Employee's contract of employment
- theft
- unauthorised removal or wilful destruction of the Employer's property
- fraud or attempted fraud against Employer for example falsification of a timesheet
- being intoxicated at work
- working under the influence of alcohol and/or illegal substance/s or intoxicant/s
- possession, consumption, use, or sale of illegal substance/s or intoxicant/s at the workplace
- fighting at the workplace
- conduct that causes serious and imminent risk to the health or safety of a person.
- conduct that causes serious and imminent risk to the reputation, viability or profitability of the Employer's business
- deliberate acts of negligence
- a serious breach of the Employer's policy or procedures

- all forms of discrimination, bullying, harassment and sexual harassment

2.2.6 Payment for Notice

The Employer will only pay for the remainder of the notice not worked if the Employee is available to work and has not been terminated for serious misconduct or has agreed to work out a shorter notice period. The Employer is only required to pay a maximum of two (2) weeks notice in the event the Employee resigns their employment regardless of the length of notice supplied by the Employee.

2.2.7 Authorised Deduction by the Employer for any notice not worked

If an Employee fails to give the notice required on resignation or to work out the notice then the Employee authorises the Employer to deduct from any unpaid wages due to them an amount equivalent to notice period or the period of notice not worked.

2.3 REDUNDANCY

2.3.1 Definition of Redundancy

Redundancy occurs when the Employer decides that it no longer requires that the job a full-time/part-time Employee is performing to be performed by anyone and this is not due to the ordinary and customary turnover of labour.

2.3.2 Where an Employee is not entitled to Redundancy Benefits

An Employee who is retrenched is not entitled to any redundancy benefits if the Employee has:

- (a) less than 1 year's continuous service with the Employer at the time the job is declared redundant; or
- (b) unreasonably refused acceptable employment (please note that clause 2.3.8 applies); or
- (c) been transferred in employment to a new Employer, subject to section 122 of the Act; or
- (d) is a casual Employee or is an Employee engaged for a specific task or period; or
- (e) agreed to or does perform work in another role as an Employee of the Employer after the Employee's original role is declared redundant; or
- (f) terminates employment during the Redundancy Notice Period without the Employer's prior approval; or
- (g) been terminated by the Employer prior to the date of the Employees redundancy.

2.3.3 Time Off During Notice Period

An Employee whose job is redundant will be entitled to one day off per week on ordinary pay to seek alternative employment. This time off will not apply where internal redeployment is offered. If the Employee has been allowed paid leave for more than one (1) 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 any subsequent day. The Employer may approve further time off for Employees seeking alternative employment.

2.3.4 Voluntary Redundancy

The Employer shall determine whether it shall call for voluntary redundancies. Where an Employee applies for voluntary redundancy the Employer has the sole discretion in determining whether the Employee's application is approved.

2.3.5 Forced Redundancy

Where forced redundancies occur the Employer has the sole discretion in determining whether an Employee is selected and made redundant.

2.3.6 Redundancy Pay

Where the Employer decides to terminate an Employee's employment and the Employee cease to work for the Employer because the Employer has made the Employee's position redundant then, as well as notice or payment in place of notice, the Employer will pay the Employee a redundancy payment according to the following table:

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

2.3.7 Definition of Weeks Pay

For the purposes of this clause (2.3 Redundancy) a "Week's Pay" means the Employee's base rate of pay the date of termination.

2.3.8 Variation of redundancy pay for other employment or incapacity to pay

If an Employee is entitled to be paid an amount of redundancy pay by the Employer and the Employer:

- (a) obtains other acceptable employment for the Employee; or
- (b) cannot pay,

the Employer may apply to the FWC for a determination that the amount of redundancy pay is reduced to a specified amount that FWC considers appropriate

2.4 JOB ROTATION

2.4.1 Employer relocating an Employee to a new location

The Employer may rotate an Employee from one location to another to perform functions outside their usual duties, provided that the Employee has the training and competency to do so and the transfer is reasonable taking into account the Employee's personal needs and circumstances. Provided that the Employer shall request volunteers prior to requiring any Employee to relocate and the Employee will be reimbursed for any extra travel costs that the Employee incurs.

2.4.2 Employer may require an Employee to perform alternate job

The Employer may require any Employee employed pursuant to this agreement to perform the duties of any grade provided under clause 3.1 of this Agreement, provided that the Employee possesses the appropriate skills to perform the work.

2.4.3 Employer may require an Employee to change shifts

The Employer may require an Employee to change to alternate shift (including day work) to suit the operational requirements of the business, provided that Employer takes into account the Employees individual needs and circumstances. Provided that the Employer shall request volunteers prior to requiring any Employee to change shifts.

2.4.4 Incidental and Peripheral Tasks

The Employer may direct an Employee to carry out such duties and use such tools and equipment as are reasonably within the limits of the Employee's skill, competence and training.

2.5 COUNSELLING AND WARNING PROCEDURES

2.5.1 Disciplinary Procedure – Misconduct, Poor Performance, etc (excluding Summary Dismissal)

The following Counselling and Warning Procedures will apply to all Employees covered by this Agreement if the Employee performs their work unsatisfactorily or breaches the Employer's policy:

Verbal Warning/Counselling

If the Employees' conduct, capacity or performance do not meet the Employer's standard the Employee may, depending on the circumstances, be formally counselled and warned. A record of this counselling or warning will be noted and a copy will be provided to the Employee on request.

First Written Warning

If the Employer considers that the Employee conduct, capacity or performance has been unsatisfactory and has not met the Employer's standards a written warning may be issued to the Employee, provided that the Employer may skip this step and issue a First and Final warning if the Employee's conduct, capacity or performance warrants the issue of such a warning.

Final Written Warning

If after the first written warning has been issued and the Employee continues or has other unsatisfactory conduct, capacity or performance issue/s that do not meet the Employer's standards a final written warning may be issued to the Employee.

Termination

If after the Employee has been issued with a final written warning and the Employee's conduct, capacity or performance continues not to meet the Employees position expectations, the Employers Policy and Procedures, standards as contained in the Employee Handbook or their contractual obligations to the Employer then the Employees' employment may, depending on the circumstances, be terminated.

Procedural Fairness

Prior to issuing any warning the Employer will investigate the incident and then the Employer will provide the Employee an opportunity to respond to the allegation/s prior to making a final determination.

2.5.2 Disciplinary Procedure – Summary Dismissal

Where it is alleged that an Employees' conduct may warrant summary dismissal the Employer will investigate the incident. The Employer will then provide the Employee an opportunity to respond to the allegation/s prior to making a final determination. If the Employer is then satisfied that the Employee conduct was serious misconduct then the Employer may terminate the Employees employment without notice.

2.5.3 Employer may suspend the Employee

If the Employer considers there may be grounds to terminate the Employees' employment the Employer may suspend the Employee on full pay whilst the Employer conducts an investigation into the incident(s).

2.5.4 Support Person

The Employee may have a support person at any of the above steps.

2.5.5 Probationary Period

The Employer will not be required to follow the above procedure prior to terminating an Employee during their probationary period.

2.6 ABANDONMENT OF EMPLOYMENT

2.6.1 Abandonment – Employer to attempt contact

Where an Employee fails to attend work for at least three (3) consecutive rostered shifts and fails to notify the Employer of their non-attendance the Employer will make a reasonable attempt to locate the Employee in order to establish their whereabouts and whether they wish to continue employment with the Employer.

2.6.2 Abandonment of Employment

Where an Employee fails to attend work for three (3) consecutive rostered shifts and not notified the Employer of the reasons for their failure to attend it will be deemed that the Employee has abandoned their employment with the Employer. Provided that the Employer will take into account any exceptional or extreme circumstances (e.g. natural disaster or hospitalisation) if the Employee later presents to the Employer.

PART 3 - JOB LEVELS AND WAGES

3.1.1 Job Grades

The following classification structure will apply to the work performed under this Agreement:

(a) Probationary Employee Grade 1

All new Employees to the enterprise shall be employed in the first twelve (12) months in the capacity of Probationary Employee.

(b) Grade 2

Shall mean an Employee appointed as such, who has completed or acquired the competency to perform the tasks within the position descriptions assigned to this grade:

Job titles at this grade include:

Storeperson
Driver
Telesales
Clerk
Sales Representative
Merchandiser

(c) Grade 3

Shall mean an Employee appointed as such, who has completed or acquired the competency to perform the tasks within the position descriptions assigned to this grade:

Job titles at this grade include:

Storeperson Leading Hand
Senior Storeperson
Senior Driver
Clerk
Senior Telephone Sales Clerks
Sales Representative

3.1.2 Salaried Employees

The job titles will include:

Salaried Sales Representative
Salaried Clerk
Salaried Supervisor
Manager

3.1.3 Minimum Classifications of certain Employees

The minimum classification for the employees employed as a clerk or a sales representative will be Grade 2 Level 3, but for this Agreement, be classified as a Grade 1 employee pursuant to the Clerks Private Sector Award 2020 will have a minimum classification of Grade 2 Level 2.

3.2 WAGES

3.2.1 Wages

(a) The minimum rates payable for the above Job Grades and Levels from the first full pay period on or after the first Tuesday after the Agreement is made:

JOB LEVELS	Full-time or Part-time Weekly Rate of Pay (Rate per Week)	Full-time or Part-time Hourly Rate of Pay & Base Rate of Pay (Rate per Hour)	Casual Hourly Rate of Pay (Rate per Hour)
GRADE 1	\$ 945.06	\$ 24.8700	\$ 31.0875
GRADE 2			
Level 1	\$ 966.41	\$ 25.4318	\$ 31.7898
Level 2	\$ 1,000.54	\$ 26.3300	\$ 32.9125
Level 3	\$ 1,020.55	\$ 26.8566	\$ 33.5708
GRADE 3			
Level 1	\$ 1,086.04	\$ 28.5800	\$ 35.7250
Level 2	\$ 1,113.74	\$ 29.3090	\$ 36.6363
Level 3	\$ 1,140.00	\$ 30.0000	\$ 37.5000
Level 4	\$ 1,216.00	\$ 32.0000	\$ 40.0000
Level 5	\$ 1,292.00	\$ 34.0000	\$ 42.5000

(b) The minimum salary for a Salaried Employee will be:

SALARIED CLERK, SALES REPRESENTATIVE, OR SUPERVISOR OR MANAGER	A Salaried Employee will be paid a salary of at least \$59,000 per annum or \$29.35222672 per hour and will be engaged in accordance with clause 6.8 (Annual Salary) of this Agreement.
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3.2.2 Wage Rates Increase over the nominal period of the Agreement

The wage rates set out in clauses 3.2.1 (a) of this Agreement will increase as follows:

- (a) 3.75% on the first full pay period on or after 1 January 2025.
- (b) 3.5% on the first full pay period on or after 1 January 2026.

3.3 JUNIOR EMPLOYEES

3.3.1 Definition of Junior Employee

An Employee classified under this Agreement who is less than the prescribed age is for the purposes of this Agreement a junior Employee.

3.3.2 Calculation of the Junior Rate of Pay – Storeperson

A junior Storeperson Employee will be paid the following percentages (which vary based on the Employees age) of the adult hourly rates of pay set for a Storeperson Grade 1 Level 1 in clause 3.2.1 of the Agreement, as follows:

Age	Percentage
Under 16 years	65%
16 years	78.5%
17 years	93%
18 years	100%

3.3.3 Calculation of the Junior Rate of Pay - Clerk

A junior Clerical Employee will be paid the following percentages (which vary based on the Employees age) of the adult hourly rates of pay set out in clause 3.2.1 of the Agreement, as follows:

Age	Percentage
Under 16 years	45%
16 years	50%
17 years	60%
18 years	70%
19 years	80%
20 years of age	90%

3.3.4 Employer may request Proof of Age

The Employer may require an Employee to produce a proof of their age.

3.4 PAYMENT OF WAGES

3.4.1 Payment of Wages

The Employer shall pay wages on a weekly basis in arrears by credit transfer into an account nominated by the Employee. Should a public holiday fall on the nominated payday then the Employee will be paid the next working day.

3.4.2 Payment on Termination

Where the Employee is terminated or terminates their employment the Employee shall be paid all wages due on the first pay period after the Employee ceases work.

3.4.3 Underpayments

Where an Employee has been underpaid and the underpayment is in excess of two hundred dollars (\$200) then the Employer will make the payment as soon as is practical. Where the underpayment is less than two hundred dollars (\$200) the Employer will transfer the underpayment amount into the employee's bank account with their next scheduled pay.

3.4.4 Overpayments

An employer may deduct from any amount required to be paid to an employee under this clause the amount of any overpayment of wages or allowances. If an overpayment occurs, discussions with the affected employee will be held before the recovery is made. The Employer will take into account the Employee's personal requirements prior to deducting the overpaid amount. On termination the Employee authorises the Employer to deduct an amount equivalent to any overpayment of wages or allowances owed by an Employee from the Employee's termination monies. The Employer may where it has incorrectly credited an amount of leave alters an Employee's leave accrual to the correct amount.

3.5 SUPERANNUATION

3.5.1 The Employer will contribute on a monthly basis in arrears an amount equal to the legislated amount of the Employees ordinary time earnings into a superannuation fund in accordance with the relevant superannuation legislation. Please note that an Employee can access Bidfood AMP Custom Super Fund.

3.6 SALARY SACRIFICING

3.6.1 Objectives of Clause

It is intended that this will benefit employees without imposing additional costs on the Employer.

3.6.2 Flexible Remuneration

The Employee mutually agree with the Employer in writing to a salary sacrifice an amount of their wages to their nominated superannuation fund.

3.6.3 Calculation of Wages

Any payment due in accordance with the Agreement (including overtime, annual leave loading and termination payments) will be calculated as if the contribution in subclause 3.6.1 of the Agreement had not been deducted from the Employee’s wages.

3.7 SHIFT WORK

3.7.1 Shift Allowances

Where an Employee works on (not including an Employee employed as a sales representative) the following shift the ordinary rate of pay shall be increased by the following shift allowance:

Shift Times	Percentage
Afternoon Shift	15%

3.7.2 Shift Allowances not applicable when the Employee is in receipt of Weekend Penalty rates, Public Holiday Loadings or Overtime

The shift allowances contained at clause 3.7.1 above shall not apply to shift work performed on a Saturday and Sunday, Public Holiday or Overtime where a penalty rate will apply in accordance with clauses 3.8 (Weekend Penalty Rates), 4.2 (Overtime) or 5.7 (Public Holidays) of this Agreement.

3.7.3 Definitions of Morning and Afternoon Shift

For the purposes of this clause a shift shall be defined as follows: -

- (a) "Afternoon Shift" shall mean a shift where an Employee’s ordinary time hours finish after 8.00 pm and at or before 1.00 am.

3.8 WEEKEND PENALTY RATES

3.8.1 Saturday Penalty Rate

All ordinary time worked by any Employee (as required and directed by the Employer) between midnight Friday and midnight Saturday shall be paid for at time and a half.

3.8.2 Sunday Penalty Rate

All ordinary time worked by any Employee (as required and directed by the Employer) between midnight Saturday and midnight Sunday shall be paid at double time, provided that:

- a. a clerk engaged on shift work on a Sunday will be paid at time and a half, unless they do not regularly work on a Sunday and then they will be paid double time.

3.8.3 Minimum engagement

Where an Employee is required by the Employer to work on a Saturday or a Sunday the Employee will be paid for a minimum engagement of four (4) hours.

3.9 HIGHER DUTIES

An Employee who performs two more classes of work for which a differential wage rate is fixed by the Agreement the Employee shall if employed for more than four (4) hours on the higher class of work be paid at the higher rate for their whole days employment and if employed for four hours or less then the Employee shall be paid at the higher rate for four (4) hours.

3.10 ALLOWANCES

3.10.1 Freezer Allowance

An Employee employed to work primarily in a freezer shall be paid an additional \$1.50 per hour for each hour worked.

3.10.2 Cash Collection Allowance

An Employee employed as a Driver and required by the Employer to receive monies from customers in addition to normal duties shall be paid an hourly allowance of .64 cents per ordinary hour worked per day (note that this allowance will not apply to a day where an Employee is not required to collect any monies).

Provided that Employees receiving this allowance shall be responsible for the monies collected on behalf of the Employer and if there is any shortfall the Employee will be required to make up such shortfall.

3.10.3 First Aid Allowance

An Employee holding a First Aid Certificate and who is appointed by the Employer to perform first aid duties shall be paid \$15.01 per week.

3.10.4 Allowances not All Purpose

The allowances in this clause at sub-clauses 3.10.1 (Freezer Allowance), 3.10.2 (Cash Collection Allowance) and 3.10.3 (First Aid) are not in this clause are not all purpose allowances, accordingly these allowances shall not apply to an Employee whilst they are on paid or unpaid leave including but not limited to annual leave, personal leave, compassionate, long service, jury service or any other leave.

3.10.5 Vehicle Allowance

Where a Sales Representative is required to use their own motor vehicle in the performance of their duties they will be paid an allowance of \$18,500.00 per annum.

3.10.6 Supply of Mobile Telephone and Computer

The Employer will supply to a Sales Representative a mobile telephone, a Laptop computer or tablet computer. These devices will be for business use and the Employer will pay all costs of operating the devices. These items remain the property of the Employer and the Employer may require the Employee to return these items at any time during their employment (i.e. where an Employee is placed on garden leave under clause 2.2.6 of this Agreement).

PART 4 - HOURS OF WORK, OVERTIME, ROSTERS, AND BREAKS

4.1 HOURS OF WORK

4.1.1 Hours of Work - Full-time Employees

The arrangement of ordinary hours of work for a full-time Employee will be implemented as follows:

- (a) An average of 38 ordinary hours per week or up to 152 ordinary hours in a 4 week cycle.
- (b) A maximum of 10 ordinary hours per day, provided that for a driver employed at or below Grade 2 Level 3 shall work a maximum of 8 ordinary hours per day.
- (c) All ordinary hours for full time day workers are to be worked between:
 - i. 6.00 am until 6.30 pm (or 5.00 am to 7.30 pm where the Employee is classified at Grade 2 Level 3 or above) Monday to Sunday for storepersons.
 - ii. 4.30 am until 7.30 pm (or 3.30 am to 8.30 pm where the Employee is classified at Grade 2 Level 3 or above) Monday to Sunday for drivers.
 - iii. 6.00 am and 8.00 pm Sunday to Friday and 6.00 am and 1.30 pm Saturday for clerks or telephone sales clerks. Provided that where a Clerk works in association with other classes of employees who work ordinary hours outside the spread prescribed by this clause, the hours during which ordinary hours may be worked are as prescribed by the ordinary hours applying to the majority of the employees in the workplace.
 - iv. To 6.00 pm Monday to Sunday for sales representatives.

4.1.2 Hours of Work - Part-time Employees

The arrangement of hours of work for a part-time Employee will be implemented as follows:

- (a) That a part-time employee is an employee who will work fewer than thirty-eight (38) ordinary hours per week.
- (b) The Employer will provide a part time employee, in writing, their ordinary hours of work specifying the numbers of hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. These hours can be altered by mutual agreement in writing. Any work in addition to the agreed hours will be paid at overtime rates.
- (c) A part time Employee may by mutual agreement with the Employer agree to work extra non-rostered ordinary time hours up to the ordinary daily or weekly maximums, provided that the daily or weekly maximum is not exceeded, without the payment of overtime. A part-time Employee can elect to provide written standing consent to vary their regular pattern of work in order to work additional ordinary hours, provided such standing consent may be withdrawn by the Employee at any time. (To avoid doubt, an Employee who provides standing consent can still verbally refuse to work additional hours when offered on any occasion).
- (d) A minimum engagement of 4 hours per shift and a maximum of 10 ordinary hours per shift, provided that for a driver employed at or below Grade 2 Level 3 shall work a maximum of 8 ordinary hours per day.
- (e) All ordinary hours for part time day workers are to be worked between:
 - i. 6.00 am until 6.30 pm (or 5.00 am to 7.30 pm where the Employee is classified at Grade 2 Level 3 or above) Monday to Sunday for storepersons.
 - ii. 4.30 am until 7.30 pm (or 3.30 am to 8.30 pm where the Employee is classified at Grade 2 Level 3 or above) Monday to Sunday for drivers.

- iii. 6.00 am and 8.00 pm Sunday to Friday and 6.00 am and 1.30 pm Saturday for clerks or telephone sales clerks. Provided that where a Clerk works in association with other classes of employees who work ordinary hours outside the spread prescribed by this clause, the hours during which ordinary hours may be worked are as prescribed by the ordinary hours applying to the majority of the employees in the workplace.
- iv. To 6.00 pm Monday to Sunday for sales representatives.

4.1.3 Hours of Work –Shift Workers

The arrangements of ordinary hours of work for Employees engaged a shift workers (whether full time, part time or casual) may be implemented within the following:

- (a) The provisions of clauses 4.1.1 (a) & (b), 4.1.2 (a) to (d) inclusive and 4.1.4 (a), (b) and (c) will apply to Employees engaged as shift workers pursuant to this subclause.
- (b) Drivers and sales representatives will not be engaged as shiftworkers and accordingly clause 3.7 (Shift Work) does not apply.

4.1.4 Hours of Work - Casual Employee

The arrangements of ordinary hours of work for a casual Employee will be implemented as follows:

- (a) A maximum of 38 ordinary hours per week.
- (b) A minimum of 4 hour per shift and a maximum 10 ordinary hours per shift, provided that for a driver employed at or below Grade 2 Level 3 shall work a maximum of 8 ordinary hours per day.
- (c) Casual Employees shall be paid one thirty eighth (1/38th) of the appropriate weekly rate plus 25% casual loading per ordinary hour as follows:

25% of the		(Hourly		Relevant) =	Applicable
Hourly	+	(Base	X	Penalty)	=	Casual
Base Rate		(Rate		Percentage)		Hourly Rate

- (d) All ordinary hours for casual day workers are to be worked between:
 - i. 6.00 am until 6.30 pm (or 5.00 am to 7.30 pm where the Employee is classified at Grade 2 Level 3 or above) Monday to Sunday for storepersons.
 - ii. 4.30 am until 7.30 pm (or 3.30 am to 8.30 pm where the Employee is classified at Grade 2 Level 3 or above) Monday to Sunday for drivers.
 - iii. 6.00 am and 8.00 pm Sunday to Friday and 6.00 am and 1.30 pm Saturday for clerks or telephone sales clerks. Provided that where a Clerk works in association with other classes of employees who work ordinary hours outside the spread prescribed by this clause, the hours during which ordinary hours may be worked are as prescribed by the ordinary hours applying to the majority of the employees in the workplace.
 - iv. To 6.00 pm Monday to Sunday for sales representatives.

4.2 OVERTIME

4.2.1 Overtime

All time worked by an Employee at the direction of the Employer in excess of the ordinary working hours in accordance with sub clause 4.1 shall be deemed overtime and paid for at the rate of time and a half for the first two (2) hours and double time thereafter. Provided that double time overtime will not apply to an Employee employed as a sales representative.

4.2.2 Sunday Overtime

All overtime at the direction of the Employer worked by any Employee between midnight Saturday and midnight Sunday shall be paid for at double time of the base rate of pay.

4.2.3 Calculation of Overtime

Overtime is calculated daily (i.e., overtime will recommence on a daily basis and will be non-cumulative from one day or shift to the next. For clarity a shift worker working over midnight will be paid time and a half for the first two (2) hours and double time thereafter after they finish their shift regardless of shift extending over midnight).

4.2.4 Rest Period on Overtime

Employees will be entitled to at least ten (10) consecutive hours off duty between their finishing time (including overtime) of their shift and before the commencement of their ordinary hours on their following shift. Provided that eight (8) hours may be substituted for ten (10) where there is agreement between the Employer and the Employee.

4.2.5 Meal Allowance and Breaks on Overtime

An Employee required to continue working for more than two (2) hours on overtime after their rostered shift on any one day shall be paid a meal allowance of \$19.61. Provided that this will not apply to an Employee employed as a sales representative.

4.2.6 Requirements to Work Reasonable Overtime

The Employer may require an Employee to work reasonable overtime. Subject to section 62 (3) of the Act, for the purposes of establishing what is 'reasonable overtime' for the purposes of the needs of the business and the usual patterns of Bidfood's industry, the parties agree that overtime will normally be required to be performed in the following circumstances:

- a. Where a driver has not completed the deliveries contained on their truck during their ordinary time.
- b. Where an Employee is required to complete picking and consolidating customer orders for next day or same day delivery prior to leaving work.
- c. Where customer orders are at higher than usual demand.
- d. Where other employees are unavailable to due planned and or unplanned leave and or injury.
- e. During peak periods.

4.2.7 Recall to Work

An Employee recalled to work after the Employee has left work for the day must be paid for a minimum engagement of four (4) hours.

4.2.8 Interaction between Overtime and Shift Work

Where the Employee works overtime and that overtime falls within the hours defined for afternoon shift that Employee will not be entitled to be paid the shift allowance under clause 3.7 (Shift Allowance) of this Agreement (for clarity, and as an example, this clause means that an employee employed as a storeperson whose finishes at 7.30 pm whose ordinary hours finish at 6.30 pm will be a day worker paid overtime for the last hour of their shift, that Employee will not be considered a shift worker under this Agreement and will therefore not be paid the afternoon shift loading for this shift).

4.3 ROSTERS

4.3.1 Roster Notification

A permanent Employee will be provided with rosters and that roster will be subject to change on seven (7) days notice.

4.3.2 Roster Changes

Rosters may be changed by the Employer either before or during a roster cycle on giving the Employee at

least twenty-four (24) hours notice or such lesser period as mutually agreed between the Employee and the Employer.

4.4 MEAL BREAKS

4.4.1 Meal Break

An Employees is entitled to an unpaid meal break of thirty (30) minutes if they work more than five (5) consecutive hours on a shift that will not interfere with the continuity of work.

4.5 REST PAUSES

4.5.1 Rest Pause Entitlement

An Employee shall be entitled to a rest pause of ten (10) minutes duration in the Employer's time where the Employee works more than four (4) hours. Where the employee continues to work for additional three-point six hours (3.6) they will be entitled to another ten (10) minute rest pause. Such rest pauses shall be taken at such times as directed. Both rest pauses can be combined into one rest period of twenty (20) minutes per day at the direction of the Employer.

4.5.2 Freezer Breaks

An Employee who is primarily engaged to work in a freezer will be allowed a ten (10) minute freezer break for each continuous hour worked in that chamber provided that:

- a. the Employee will not be entitled to a freezer break in an hour where the Employee takes either their rest pause in accordance with clause 4.5.1 (Rest Pause Entitlement) or their meal break in accordance with clause 4.4 (Meal Break).
- b. the Employer may allocate the Employee to work in the ambient warehouse during their break from the freezer.
- c. it will be at the discretion of the Employee whether they take an available freezer break.
- d. freezer breaks cannot be taken at a later time or banked or taken collectively.
- e. the freezer break shall be taken at such times as will not interfere with the continuity of work.

4.6 MINIMUM ENGAGEMENT

Where the Agreement provides for a minimum engagement, save and except for public holidays, and a portion of that time is not worked by the Employee, then the time not worked will be paid at the Employer's base rate of pay.

4.7 STANDING WRITTEN CONSENT

Where the Agreement allows an agreement between the Employer and an Employee to vary a condition under this Agreement an Employee can elect to provide written standing consent to that variation, provided such standing consent may be withdrawn by the Employee at any time.

4.8 CALCULATION OF PENALTIES

Where the Agreement provides for a multiplication of the ordinary rate for any purpose (i.e. weekend penalty rate, overtime, public holiday penalty, shift allowance or the like) and two (2) or more penalties apply under the Agreement then an only a single penalty will apply and it will be the highest of the applicable penalties. To be clear penalties are not cumulative.

PART 5 - LEAVE

5.1 ANNUAL LEAVE

5.1.1 Entitlement to Annual Leave

For each year of service with the Employer a full-time or part-time Employee is entitled to four (4) weeks of paid annual leave.

5.1.2 Accumulation of Annual Leave

A full-time or part-time Employee entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. If a full-time or part-time Employee's employment ends during what would otherwise have been a year of service, the Employee accrues paid annual leave up to when their employment ends. Provided that the following periods do not count as service and accordingly no annual leave is accrued during:

- a. any period of unauthorised absence;
- b. any period of unpaid leave or unpaid authorised absence, other than:
 - i. a period of absence under Division 8 of Part 2-2 of the Act (which deals with community service leave); or
 - ii. a period of stand down under an this Agreement or under an Employee's contract of employment; or
 - iii. any other period of a kind prescribed by the Act's regulations.

5.1.3 Rate of Payment for Annual Leave and Annual Leave Loading

All annual leave is payable at the Employees ordinary rate of pay as set out in clause 3.2.1 of this Agreement. Employees will in addition to their annual leave be entitled to leave loading calculated on the basis of 17.50% of their annual leave entitlement at the time of taking such leave or on termination.

5.1.4 Taking of Accumulated Annual Leave

All accumulated annual leave can be taken at a time mutually agreed between the Employer and the Employee. Provided that the parties acknowledge that an Employee's access to annual leave will be limited by the Employer during the Employer's peak trading periods.

5.1.5 Employer may require an Employee take Accumulated Annual Leave

The Employer can direct an Employee take accumulated annual leave if:

- (a) If the Employer and an Employee cannot agree when the Employee's annual leave is to be taken; and
- (b) The Employer has provided the Employee at least four (4) weeks notice in writing to take the accrued leave; and
- (c) The Employee has accumulated more than six (6) weeks at the time of the direction is given; and
- (d) The Employer can only direct an Employee to take a maximum of two (2) weeks annual leave.

5.1.6 Cashing Out of Accrued Annual Leave

All full-time and part-time Employees may at their election in writing forego an entitlement to annual leave credited to them provided that:

- (a) The Employer authorises the Employee to forgo the amount of annual leave; and
- (b) That the Employee must retain at least four (4) weeks annual leave accrual; and
- (c) That the Employee is paid out at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

The Employer will only agree to payout annual leave in blocks of at least 4 days for an Employee who works 10 ordinary hours a day or in blocks of 5 days where the Employee works less than 10 ordinary hours per day. Provided that in exceptional circumstances the Employer and the Employee may agree to payout a lesser period.

5.1.7 Taking of Accumulated Annual Leave on Workers Compensation

The Employee may take accumulated annual leave on workers compensation provided that the relevant State of Territory law relating to worker's compensation does not prevent annual leave being taken or accumulating during a period while the Employee is receiving compensation or restrict the amount of annual leave an Employee may take or accumulate during such a period.

5.1.8 Definition of shiftworker for the NES

For the purposes of the NES a shiftworker is an employee who regularly works on each of the seven (7) days of a week and who is regularly rostered to work on Sundays and public holidays. The Employer will provide a fifth week of annual leave to a seven (7) day shift worker as defined by this clause.

5.2 PERSONAL/CARER'S LEAVE, COMPASSIONATE LEAVE AND FAMILY AND DOMESTIC VIOLENCE LEAVE

5.2.1 Personal Leave

5.2.1.1 Entitlement to Personal/Carer's Leave

- (a) Amount of leave

For each year of service with the Employer, an Employee is entitled to ten (10) days of paid personal/carer's leave.

- (b) Accrual of leave

An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. Provided that the following periods do not count as service and accordingly no personal leave is accrued during:

- a. any period of unauthorised absence;
- b. any period of unpaid leave or unpaid authorised absence, other than:
 - i. a period of absence under Division 8 of Part 2-2 of the Act (which deals with community service leave); or
 - ii. period of stand down under an this Agreement or under an Employee's contract of employment; or
 - iii. any other period of a kind prescribed by the Act's regulations.

5.2.1.2 Taking paid personal/carer's leave

An Employee may take paid personal/carer's leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

5.2.1.3 Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which an Employee takes paid personal/carer' leave includes a day or part-day that is a public holiday the employee is taken not to be on paid personal/carer's leave on that public holiday.

5.2.1.4 Payment for paid personal/carer's leave

If an Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

5.2.2 Unpaid carer's leave

5.2.2.1 Entitlement to unpaid carer's leave

An Employee is entitled to two (2) days of unpaid carer's leave for each permissible occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

5.2.2.2 Taking unpaid carer's leave

An Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 5.2.2.1 of this Agreement. An Employee may take unpaid carer's leave for a particular permissible occasion as:

- (a) a single continuous period of up to two (2) days; or
- (b) any separate periods to which the Employee and their Employer agree.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's.

5.2.3 Compassionate leave

5.2.3.1 Entitlement to compassionate leave

(a) An Employee is entitled to two (2) days of compassionate leave for each permissible occasion when a member of the Employee's immediate family, or a member of the Employee's household:

- (a) where:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies.

(b) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or the Employee, or

(c) the Employee's spouse or de facto partner, has a miscarriage (please note that this) does not apply if the miscarriage results in a stillborn child.

5.2.3.2 Taking compassionate leave

An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to clause 5.2.3.1 of this Agreement; or
- (b) after the death of the member of the Employee's immediate family or household

An Employee may take compassionate leave for a particular permissible occasion as

- (a) a continuous two (2) day period; or
- (b) two (2) separate periods of one (1) day each; or
- (c) any separate periods to which the Employee and the Employer agree.

If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

5.2.3.3 Payment for compassionate leave (other than for casual employees)

If an Employee (other than a casual employee) takes a period of compassionate leave, the Employer shall pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

5.2.4 Paid family and domestic violence leave

5.2.4.1 Entitlement to paid family and domestic violence leave

An employee is entitled to ten (10) days of paid family and domestic violence leave in a twelve (12) month period. Paid family and domestic violence leave:

- (a) is available in full at the start of each twelve (12) month period of the employee's employment; and
- (b) does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

For the purposes of this clause if an employee is employed by a particular employer:

- (a) as a casual employee; or
- (b) for a specified period of time, for a specified task or for the duration of a specified season;

the start of the employee's employment is taken to be the start of the employee's first employment with that employer.

5.2.4.2 Taking of paid family and domestic violence leave

The employee may take paid family and domestic violence leave as:

- (a) a single continuous ten (10) days day period or such longer period as agreed between the employee and the employer; or
- (b) separate periods of one (1) or more days each; or
- (c) any separate periods to which the employee and the employer agree, including periods of less than one day.

5.2.4.3 Circumstances where an Employee can take paid family and domestic violence leave

The employee may take paid family and domestic violence leave if:

- (a) the employee is experiencing family and domestic violence; and
- (b) the employee needs to do something to deal with the impact of the family and domestic violence; and
- (c) it is impractical for the employee to do that thing outside the employee's ordinary hours of work.

Note 1: Examples of actions, by an employee who is experiencing family and domestic violence, that could be covered by paragraph (b) are arranging for the safety of the employee or a close relative (including relocation), attending urgent court hearings or accessing police services.

Note 2: The notice and evidence requirements of clause 5.2.5 of the Agreement must be complied with.

5.2.4.4 Confidentiality

- (a) The Employer must take steps to ensure information concerning any notice or evidence an employee has given under clause 5.2.5 of the Agreement of the employee taking leave under this clause is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in this clause prevents an Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.
- (c) Note: Information covered by this section that is personal information may also be regulated under the *Privacy Act 1988*(Cth).

5.2.4.5 Operation of paid family and domestic violence leave and leave for victims of crime

- (a) This clause does not exclude or limit the operation of a law of a State or Territory to the extent that it provides for leave for victims of crime.
- (b) If an employee who is entitled, under a law of a State or Territory, to leave for victims of crime is also entitled to leave under this clause, that law applies in addition to this Subdivision.
- (c) A person who is a national system employee only because of section 30C or 30M of the FW Act is entitled to leave under this clause only to the extent that the leave would not constitute leave for victims of crime.
- (d) Note: Leave for victims of crime is a non-excluded matter under paragraph 27(2)(h).

5.2.5 Notice and Evidence for Personal/Carer's, Compassionate or Unpaid family and domestic violence leave

An Employee is entitled to leave under this clause where the Employee complies with the following notice and documentation requirements:

- (a) Notice

An Employee must give the Employer notice of taking of leave as soon as is practical (which may be a time after the leave has started and must advise the Employer of the period, or expected period of the leave. An Employee is required to telephone their Supervisor or the Supervisor on duty (Please note that Text Messaging a supervisor notifying of an absence in unacceptable (text messaging includes Short Message Service (SMS), and Multimedia Messaging Service (MMS) messages)). It is expected that an Employee seeking to take leave will provide at least two (2) hours notice of their absence prior to the start of their shift.

- (b) Evidence

An Employee who has given the Employer notice of taking leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave has been taken for personal/ carer's, unpaid carer's or compassionate leave. Provided that an Employee who takes leave under this clause may be required by the Employer to produce a medical certificate or a statutory declaration after having:

- i. two (2) or more consecutive days off; or
- ii. three (3) single day absences in any twelve (12) month period; or
- iii. a day off on or before or after a public holiday; or
- iv. a day off before or after or annual leave.

(c) Compliance

An Employee is not entitled to take leave under this Clause unless the Employee complies with this subclause.

5.3 LONG SERVICE LEAVE

All Employees will be entitled to take and accrue long service leave in accordance with the provisions of the *Long Service Leave Act 1981* (NT).

5.4 PARENTAL LEAVE

All full-time, part-time, regularly engaged casual Employees who have completed at least 12 months service with the Employer will be entitled to take up unpaid parental leave in accordance with the Division 5 Part 2-2 of Chapter 2 of the Act.

5.5 JURY SERVICE LEAVE

5.5.1 Entitlement to Jury Service Leave

All full-time and part-time Employees required to attend for jury service during their ordinary working hours will be reimbursed by Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and what the Employee would have earned if they were rostered to work during the attendance time for a maximum of ten (10) days. To be paid for this leave the Employee must assign the court cheque to the Employer.

5.5.2 Duty to the notify Employer of the obligation to serve on Jury

All full-time and part-time Employees are required to notify Employer as soon as possible as to the date upon which they are required to attend for jury service.

5.5.3 Proof of Attendance at Jury Service

The Employee must give Employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

5.5.4 Casual Employees are required to notify Employer of their non-attendance at work due to Jury Service

Casual Employees must notify the Employer of their non-attendance at work due to Jury service but they will not be compensated for their absence on jury service leave.

5.6 COMMUNITY SERVICE LEAVE

Pursuant to Division 8 Part 2-2 of Chapter 2 of the Act an Employee who engages in an eligible community service activity is entitled to be absent from his or her employment on leave without pay for a period if:

(a) the period consists of one or more of the following:

- (i) time when the Employee engages in the activity;
- (ii) reasonable travelling time associated with the activity;
- (iii) reasonable rest time immediately following the activity; and

(b) the Employee's absence is reasonable in all the circumstances.

5.7 PUBLIC HOLIDAYS

5.7.1 Public Holiday Entitlement - where work is performed

All work done by any Employee on a public holiday shall be paid for at the rate of time and a half in addition to the ordinary rate of pay with a minimum of four (4) hours payment on that shift.

5.7.2 Public Holiday Entitlement – where no work is performed

A Full-Time or Part -Time Employee who is rostered off on a day that is a public holiday that they would have been required to work except for the public holiday falling on that day shall be entitled to the day off at the base rate of pay for the ordinary hours they would have been normally rostered on the day.

5.7.3 Individual Substitution of Public Holidays

Where agreement is reached between the Employer and the Employee in writing, the Employee may elect to work on a Public Holiday and substitute an alternate day off, in lieu and in satisfaction of their entitlement at clause 5.7.1.

5.7.4 Casual Employees Entitlement to Public Holidays

Casual Employees who are employed on prescribed holidays should be paid at the relevant holiday rate (but exclusive of any casual loading).

5.7.5 Public Holidays where day given off prior

The Employer and the Employee agree on the substitution of public holidays for a Full time or Part Time Employee, who:

- a. commence their weekly roster on a Sunday; and
- b. are given a paid day off for a public holiday, inclusive, where appropriate, of the weekend or shift penalty that would have been payable,

Then the Employee paid in accordance with this clause will have been taken to have received the full benefit of the public holiday and the Employee will not be entitled to any public holiday payment in accordance with subclause 5.7.1 of this clause for any work performed on that public holiday.

For clarity there is no requirement for the Employee and the Employer to reach agreement pursuant to clause 5.7.3 (Individual Substitution of Public Holidays) for the operation of this clause.

For clarity where there a part day public holiday is substituted pursuant to this clause then whole working day may be substituted in accordance with the clause.

For clarity the Easter substitution is not covered by this subclause.

5.7.6 Easter

The Employer and the Employee agree that the Employer can require a Full Time or Part Time Employee who is rostered to work Sunday to Thursday to work and be paid for Easter as follows:

- a. On the Thursday immediately preceding Good Friday an Employee would have been otherwise rostered to work but for the holiday and the Employee is not required to work will be paid their base rate of pay for the day not worked;
- b. On Good Friday an Employee would not be required to work and would not be paid for the day
- c. On Easter Saturday an Employee would not be required to work and would not be paid for the day;
- d. On Easter Sunday an Employee would have been otherwise rostered to work but for the holiday and is not required to work by the Employer will be paid the base rate of pay for the substituted day together with the Sunday penalty for the Easter Sunday not worked; and
- e. On Easter Monday an Employee required to work on the public holiday will not be entitled to any public holiday payment in accordance with subclause 5.7.1 of this clause and will instead be paid

their base rate of pay plus half time (To be clear the Employee will receive their half time payment for work on a public holiday but will not receive any applicable shift loading and/or weekend penalty for work on that day).

5.7.7 Requirement to work on shift work on a public holiday

It is acknowledged that it would be usual for the Employer to require an Employee working shift work to work on a public holiday.

5.8 RESTRICTION ON TAKING OR ACCRUING LEAVE OR ABSENCE WHILE RECEIVING WORKERS' COMPENSATION

An employee is not entitled to take or accrue any leave or absence (whether paid or unpaid, excluding unpaid parental leave) under this Agreement during a period (a compensation period) when the employee is absent from work because of a personal illness, or a personal injury, for which the employee is receiving compensation payable under a law (a compensation law) of the Commonwealth, a State or a Territory that is about workers' compensation. Provided that an employee will accrue leave where they are working for the Employer on restricted return to work duties.

PART 6 - MISCELLANEOUS

6.1 ABSENTEEISM CONTROL MEASURES

6.1.1 Purpose of Personal/Carer's Leave

Personal/ carer's leave is unlike annual or long service leave in that it is conditional upon an Employee or a member of the Employees' immediate household or family being ill or injured. It is an insurance to protect the Employee and the Employees' family against hardship.

6.1.2 Purpose of Absenteeism Control Measures

This procedure is designed to curtail personal/ carer's leave abuse by Employees who are absent from work and who are not unfit for duty or who are not required to care for a member of the Employees' immediate household or family genuinely and is to operate notwithstanding the provisions of clause 5.2 (Personal/ Carer's Leave).

6.1.3 Review of Absenteeism

At the end of each three (3) monthly period, or as an Employees' absenteeism warrants, the Employer shall review the personal/ carer's leave records to establish whether any Employee has a record of attendance which is cause for reasonable concern.

6.1.4 First Interview

An Employee with an unsatisfactory absenteeism record or where an Employee has failed to comply with the notice and evidence requirements under this Agreement the Employee shall be interviewed by the Employer with a representative if the Employee so requests. Where there is no satisfactory explanation the Employee will have their absences monitored. Where there are genuine reasons for the Employee's absences then the Employer will seek to assist the Employee and the Employee will seek to provide as much notice as possible of any future leave.

6.1.5 Second Interview

If after an Employee has been interviewed and their unsatisfactory absenteeism continues or where an Employee has failed to comply with the notice and evidence requirements under this Agreement then the Employee will be reinterviewed by the Employer with a representative if the Employee so requests. Where the Employee does not provide satisfactory reason for the absences, then the Employee will be the subject of an Absence Management Plan.

6.1.6 Absence Management Plan

An Absence Management Plan, notwithstanding any provision in this Agreement or minimum notice or evidence requirement prescribed by the Act, may

- a. require the Employee to contact a specific nominated person by a certain time prior to their shift to notify that they will be absent on that shift;
- b. require the Employee to personal telephone a person nominated by the Employer to notify of their absence;
- c. require the Employee to specify the expected duration of the absence and the reason for the absence;
- d. require, the Employer will require that the Employee present a medical certificate (subject to section 107 (3) of the Act) from a duly qualified medical practitioner for each absence where the employee claims that they were unfit to attend work whilst the Absence Management Plan is in place;
- e. require that the Employee present that medical certificate (subject to section 107 (3) of the Act) no later than twenty four (24) hours after the absence commences;
- f. explain to the Employee the purpose of personal leave and the reasons for which it can be used;

- g. prescribe that no back dated medical certificates will be accepted as appropriate evidence of an absence;
- h. require an Employee to undertake a medical assessment at the direction of the Employer and for the Employee to consent to releasing the medical information to the Employer;
- i. inform the Employee that the Employer will monitor their absences including for patterns of absenteeism;
- j. be a first or a first and final warning concerning the Employee's continued employment with the Employer; and
- k. warn the Employee that if they fail to adhere to the plan than the Employer will commence a disciplinary investigation which may result in the termination of their employment;

Where the Employer implements an Absence Management Plan the Employer shall meet with the Employee and the Employee can have a support person at that meeting Once implemented the Absence Management Plan will continue until the Employee's absenteeism improves, this will be measured over a period of at least six (6) months.

6.1.7 Implementation of Absence Management Plan

Where the Employer implements an Absence Management Plan the Employer shall meet with the Employee (and the Employee can have a support person at that meeting). The Employer shall provide the Absence Management Plan in writing to the Employee. Once implemented the Absence Management Plan will continue until the Employee's absenteeism improves, this will be measured over a period of at least six (6) months.

6.1.8 Termination of Employment

The Employer may terminate an Employee for a breach of the Absence Management Plan.

6.1.9 Instant Dismissal for Falsification of Personal/Carer's Leave Applications

The above procedure does not operate to withdraw the Employer's right to summarily terminate or other disciplinary action against any Employee for gross misconduct related to personal/ carer's leave (i.e. an Employee who falsifies a medical certificate or where an claims personal/ carer's leave pay when that person was not genuinely on personal/ carer's leave, or any other fraudulent misrepresentation).

6.2 DRESS CODE

6.2.1 Dress Code

Employees are required to wear clothing in accordance with the standards set out in the Bidfood Operations Manual. Employees are required to return the above uniform items on termination of their employment. Where the Employee fails to return clothing items on termination the Employee authorise the Employer to withhold their termination monies to the value of the uniform items until the uniforms are returned.

6.3 DISPUTE RESOLUTION

6.3.1 Resolving disputes

All disputes about a provision of this Agreement, the National Employment Standards, or the workplace are to be resolved in accordance with the following:

Step 1

Resolving disputes at a workplace level

If the Employer and the affected Employee(s) are in dispute because of a provision of this workplace agreement or of the Act then they must genuinely attempt to resolve the dispute at the workplace level. This may involve the affected Employee first discussing the matter with their Supervisor then with a more Senior Manager.

Step 2

Where the dispute cannot be resolved at the workplace level

If a matter cannot be resolved at the workplace level a party to the Agreement may be referred to Fair Work Commission.

Step 3

FWC Arbitration

The parties agree that the FWC may arbitrate upon application of either party. If arbitration is necessary the FWC shall have the power to exercise procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. Further the parties agree that the decision of the FWC will be binding upon the parties. The parties agree that the either party may appeal the decision of the FWC.

6.3.2 Obligations of Employee during a Dispute

An Employee must, whilst a dispute is being resolved, continue to work in accordance with their contract of employment unless the Employee has reasonable concerns about an imminent risk to their health and safety and comply with any reasonable direction(s) given by their Employer to perform other available work either at the same workplace or at another workplace. Further provided that any product, requiring refrigeration and not under mechanical refrigeration at the time of a grievance or dispute, stoppage or stop-work meeting shall be put away into cold rooms before work is stopped.

6.3.3 Representation

The Employee may be represented at any of the above steps.

6.4 ANTI-DISCRIMINATION

6.4.1 Preventing Unlawful Conduct

The parties to this Agreement have negotiated it so as to prevent conduct by any party that is unlawful under any applicable Commonwealth and State human rights and discrimination legislation.

6.4.2 Undertakings to prevent Workplace Discrimination, Sexual Harassment, Harassment, Bullying and Intimidation

The parties to this Agreement share responsibility for ensuring that a working environment exists, which is free of workplace discrimination, sexual harassment, bullying and intimidation. All Employees of Employer acknowledge that any discriminatory conduct, harassment, sexual harassment, bullying or discrimination on their part will be strongly disciplined with the possibility of termination of employment.

6.4.3 Further Information on Discrimination, Harassment and/or Sexual Harassment

There is further information on discrimination, bullying, harassment and sexual harassment in the Staff Handbook.

6.5 STAND DOWN

6.5.1 Stand Down Without Pay

The Employer may stand an Employee down without pay for a temporary period due to circumstances beyond their control (i.e. cyclonic or flood conditions prevent access to work or a shutdown of all or part or all the Employer's operations) that prevents the Employee from being usefully employed.

6.5.2 Access to Accrued Annual Leave during a Stand Down

An Employee can on approval of their Manager be paid their accrued annual leave during a stand down period.

6.5.3 Lost Ordinary Hours

Where an Employee has lost ordinary hours due to a stand down then the Employer may re-roster those lost ordinary hours in the two (2) weeks following the stand down paid at the base rate of pay together with any ordinary time penalty applicable to the lost hours, provide that the re-rostered hours fall within the ordinary daily span of hours.

6.6 MEDICAL EXAMINATIONS

6.6.1 Employee to attend Medical Examination

The Employer can require that an Employee take a medical examination in the Employer's time if:

- a. the Employer contends that the Employee is unable to perform or safely perform the inherent requirements for any reason (including but not limited to that the Employee is affected by drugs or alcohol or the Employee is or has been injured or is suffering a medical condition or illness); or
- b. where the Employee has been absent from work on a persistent and or continual basis (either in one or multiple periods) and the Employee has not supplied contemporaneous detailed medical information about their absence/s.

6.6.2 Employer may require the Employee to supply medical information

The Employer can require an Employee to provide detailed written medical advice from their treating medical physician about the Employee's diagnosis and prognosis of their ability to perform (and or safely perform) the inherent requirements of their position where:

- a. the Employer contends that the Employee is unable to perform or safely perform the inherent requirements for any reason (including but not limited to that the Employee is affected by drugs or alcohol or the Employee is or has been injured or is suffering a medical condition or illness); or
- b. where the Employee has been absent from work on a persistent and or continual basis (either in one or multiple periods) and the Employee has not supplied contemporaneous detailed medical information about their absence/s.

6.7 DRUG AND ALCOHOL ABUSE

6.7.1 Drugs and Alcohol are a Workplace Hazard

As safety is of paramount concern to the Employer and each Employee the parties to this Agreement acknowledge that drugs and alcohol has an impact on each Employees performance in the workplace and that Employees affected by drugs or alcohol are a safety hazard to clients and other Employees.

6.7.2 Policy

Bidfood has a drug and alcohol policy that provides for drug and alcohol testing.

6.7.3 Testing for Alcohol and Drugs Will Be Undertaken

Testing for alcohol and drugs for employees will be undertaken in the following circumstances:

- (a) Where required by a regulatory authority;
- (b) Where there are reasonable grounds based on observations by the responsible manager of deteriorating work performance or any abnormal conduct or behaviour;
- (c) Immediately following a serious incident;
- (d) Where an Employee or Contractor may have or has breached safety precautions or procedures;
- (e) Where an Employee or Contractor is reasonably suspected of having contravened the Policy;

(f) Random testing, (utilising saliva based testing procedures).

6.7.4 Employee to attend Medical Examination

If the Employer contends that the Employee is affected by drugs or alcohol then the Employer can insist that the Employee take a medical examination in the Employer's time and the Employer will meet the expense of that examination and pay for the time involved in such an examination.

6.8 ANNUAL SALARIES

6.8.1 Interaction between this Clause and Clause 1.6 (Individual Flexibility Term).

This clause is an extension of and an addendum to the operation of clause 1.6 (Individual Flexibility Term).

6.8.2 Partial Exemption

Where a Salaried Employee is paid in accordance with clause 3.2.1 (c) of this Agreement they will be excluded from the following provisions of this Agreement:

Clause Number	Clause Title
3.2.1 (a)	Wages
3.7	Shift Allowances
3.8	Weekend Penalty Rates
3.10.1	Freezer Allowance
3.10.2	Cash Collection Allowance
3.10.3	First Aid Allowance
4.2	Overtime
5.1.3	Rate of Payment for Annual Leave (annual leave loading)
5.7.1	Public Holiday Entitlement - where work is performed
5.7.6	Easter

6.8.3 Accrual of Leave

All leave accrued under Part 5 of the Agreement will be calculated on the basis that the Employee works a 38 hour week on the salary paid to the employee regardless of the hours worked by that Employee.

6.8.4 Notice of Termination

Employees appointed under this clause are required to give the Employer at least four (4) weeks notice in writing of their resignation or such lesser period as directed by the Employer.

6.8.5 Application of Individual Flexibility Term

Subclauses 1.6.2, 1.6.3, 1.6.4 and 1.6.5 of this Agreement will apply to any agreement made under this clause provided that the better off overall test prescribed in the Individual Flexibility Term will use the relevant Award as the comparator in lieu of the Agreement.

6.9 NO FURTHER CLAIMS

It is a term of this Agreement that the parties undertake that for the duration of the Agreement not to pursue any extra claims.

APPENDIX 1

Bidfood Performance Pay System

A1.1 Performance Pay System

The Performance Pay System has been designed to reward full-time and part-time warehouse and distribution non-exempt Employees for their levels of competence and levels of performance in their job duties. The parties to this Agreement acknowledge that the system will need to be reviewed and amended from time to time.

A1.2 Operation of Performance Pay System

The Performance Pay System allows for different levels of pay for all full-time and part-time positions classified under the Agreement. The varying levels of pay are directly linked to job training, competency, and performance.

A1.3 Level 1

When commencing a new position all Employees will start at Level 1 of the relevant Grade.

A1.4 Progression through the Levels

An Employee will progress through Levels where the Employer deems and the Employee will receive the higher rate of pay for that Level. The Manager has the responsibility for monitoring and assessing the Employees training and performance. Whilst the reclassification of an employee is at the discretion of the Employer general guidelines for Level allocation will include but are not limited to:

- a. regularly utilised extra skills such licences (i.e. heavy ridge licence, medium ridge licence, high reach forklift licence and the like).
- b. significant period of service.
- c. An Employee who performs well, communicates well and has no current disciplinary matters.

A1.5 Performance Management

If the Employees performance declines the Employee will be counselled and given the opportunity to improve their performance. This counselling will take the form of discussions and/or re-training in aspects of the Employees performance. The Employee will be formally warned in writing on at least two occasions that they will be reclassified to a lower level before an Employee is reclassified. The Employee will have the right to dispute a reclassification (or reclassification warning) in accordance with clause 6.3 of this Agreement.

Should there be no improvement in an Employee's performance following the above counselling and warning process the Employer can reclassify the Employee at the appropriate lower level of performance.

A1.6 Performance Review

The Employer will review each Employee's Level. The Employee may request a review of their Level annually. The Employer will provide the Employee with feedback on any review conducted by the Employer. The Employee may appeal a conducted review to the next immediate manager senior to the manager who conducted the review.

APPENDIX 2

Reclassification Matrix

The following Employees will reclassify as follows from the first Tuesday after the Agreement is made:

Employee Code	Agreement Classification
56168	Grade 1
55971	Grade 1
55707	Grade 1
55789	Grade 1
55784	Grade 1
40761	Grade 2 Level 2
39200	Grade 2 Level 1
55788	Grade 1
55206	Grade 2 Level 1
35137	Grade 2 Level 2
55189	Grade 2 Level 1
36197	Grade 2 Level 1
55723	Grade 1
55778	Grade 1
55986	Grade 2 Level 2
41239	Grade 2 Level 1
55621	Grade 2 Level 1
55948	Grade 2 Level 2
36225	Grade 2 Level 2
55576	Grade 2 Level 3
36368	Grade 3 Level 2
41265	Grade 2 Level 3
33555	Grade 3 Level 1
36243	Grade 3 Level 2
36221	Grade 3 Level 2
17321	Grade 3 Level 2
38256	Grade 3 Level 3
33224	Grade 3 Level 4
33447	Grade 3 Level 4
40977	Grade 3 Level 5

APPENDIX 3

Consultative Term

- (1) This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.

- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees** means the employees who may be affected by a change referred to in subclause (1).

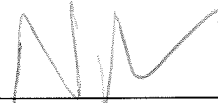
This Agreement is signed:

FOR AND BEHALF OF JOHN LEWIS FOODSERVICE PTY LTD (ACN 061 312 294) TRADING AS BIDFOOD DARWIN TRADING AS BIDFOOD DARWIN THEIR AUTHORISED PERSON:

FOR AND ON BEHALF OF THE EMPLOYEES OF JOHN LEWIS FOODSERVICE PTY LTD (ACN 061 312 294) TRADING AS BIDFOOD DARWIN TRADING AS BIDFOOD DARWIN:



General Manager Bidfood Darwin



Employee Appointed Employee Representative

Clint Rothall

Print Full Name

NOPAKORN PANYASIRIKUL

Print Full Name

LEADING HAND

Position Held

12 Wishart Rd, Berrimah NT 0828
Address

12 Wishart Rd, Berrimah NT 0828
Address

21/12/23

Date

21/12/23

Date

Witnessed by:

Witnessed by:



Witness Signature



Witness Signature

Colleen Drew

Print Name

Colleen Drew

Print Full Name

12 Wishart Rd, Berrimah NT 0828
Address

12 Wishart Rd, Berrimah NT 0828
Address

21-12-23

Date

21-12-23

Date