



**PFD Food Services Pty Ltd (Perth)
Enterprise Agreement 2023**

1. PART 1 APPLICATION AND OPERATION OF AGREEMENT

1.1 AGREEMENT TITLE

The title of this Agreement shall be the 'PFD Food Services Pty Ltd (Perth) Enterprise Agreement 2023', otherwise referred to herein as the 'Agreement'.

1.2 ARRANGEMENT

This Agreement is arranged as follows:-

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1.3 ANTI-DISCRIMINATION

- (a) It is the intention of the parties to this Agreement to achieve the objective by helping to prevent and eliminate discrimination on the basis of sex, marital status, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity, and association with, or relation to, a person identified on the basis of any of the above attributes.
- (b) Accordingly, in fulfilling their obligations under the disputes settlement procedure in this Agreement, the parties must make every endeavour to ensure that the Agreement provisions are not applied in a manner that may be directly or indirectly discriminatory in their effects.
- (c) Nothing in this clause is to be taken to affect:
 - (i) any different treatment (or treatment having different effects) which is specifically exempted under applicable federal or state legislation, including the Equal Opportunity Act 1984, ; and
 - (ii) an employee, Company or registered organisation, pursuing the matters of discrimination, including by application to the Australian Human Rights Commission and/or the Equal Opportunity Commission.

1.4 DEFINITIONS

Unless the context otherwise indicates or requires, the expressions defined below shall have the respective meanings assigned to them:

- (a) "*Act*" shall mean the *Fair Work Act 2009 (Cth)*.
- (b) "*Business*" shall mean the operations of the Company covered to which this Agreement applies.
- (c) "*Casual Employee*" shall mean an employee engaged in accordance with clause 3.2(c).
- (d) "*Company*" shall mean PFD Food Services Pty Ltd.
- (e) "*Fork Lift*" shall mean power operated mobile stacking device.
- (f) "*Freezer*" shall mean an artificially cold chamber the temperature of which is less than minus 20 degree Celsius (30.2 degrees Fahrenheit).
- (g) "*Full-time Employee*" shall mean an employee engaged by the week, and works 38 ordinary hours per week, or an average of 38 ordinary hours per week for shift workers on an averaging arrangement.
- (h) "*FWC*" shall mean Fair Work Commission.
- (i) "*NES*" shall mean the National Employment Standards contained in the Act.

- (j) *"Part time Employee"* shall mean an employee who is engaged in accordance with clause 3.2(b)-(d) and who is not a casual employee.
- (k) *"Salaried Employee"* shall mean an employee who receives an annualised salary at clause 4.1(d).
- (l) *"Shift Worker"* shall mean an employee who is engaged in accordance with the shift work provisions within clause 5.1 and clause 5.5, or within clause 6.1(c).
- (m) *"Union"* shall mean the Transport Workers' Union of Australia (Western Australia Branch) ("TWU").

1.5 COMMENCEMENT DATE OF AGREEMENT

This Agreement shall come into force seven days after the date that the Agreement is approved by FWC and shall expire on 30 May 2026.

1.6 APPLICATION OF AGREEMENT

- (a) This Agreement shall apply to all employees:
 - (i) who perform work in or in connection with any food products and other associated products including, warehousing, driving and clerical work; and
 - (ii) who are covered by the classifications contained at Appendix C of this Agreement; and
 - (iii) who are employed by the Company at or from its Banjup and Balcatta branch.

1.7 NEGOTIATION OF NEW AGREEMENT

- (a) The Parties will commence negotiations for an agreement to replace this Agreement no less than 3 months before the nominal expiry date of this Agreement.
- (b) The negotiating committee will be constituted as follows:
 - (i) representatives from the Employer;
 - (ii) representatives from the Union;
- (c) All delegates on the negotiating committee will be determined by the Union.
- (d) To facilitate the negotiations the Employer will:
 - (i) consent to the Union conducting pre-survey, claim endorsement and negotiation report back meetings, and, following each full Committee meeting, Employer management will cooperate to ensure that meetings occur in a mutually convenient but timely manner;

(ii) release the delegate representatives to attend negotiation meetings;

(iii) pay the delegate representatives for each day of the negotiations the amount they would have received had they been at work on those days;

1.8 PARTIES BOUND

This enterprise agreement shall cover:

- (a) The Company; and
- (b) Its employees to whom the enterprise agreement applies pursuant to clause 1.6"; and
- (c) And any employee organisation which is approved to be covered by this agreement by FWC in accordance with section 201(2) of the Act.

1.9 RELATIONSHIP TO PREVIOUS AWARDS AND AGREEMENTS AND THE NATIONAL EMPLOYMENT STANDARDS

- (a) This agreement is made in accordance with the Act and will observe the NES.
- (b) The parties to this Agreement intend it to be a comprehensive enterprise agreement to replace all prior agreements and awards.
- (c) In addition, this Agreement operates to the exclusion of any other applicable awards.

1.10 AGREEMENT OBJECTIVES

- (a) Savings provisions

No employee, as a result of the making of this Agreement, shall suffer any loss of wages or other agreement related benefits prior to the date of this Agreement coming into operation, except where such a change arises from effect and commencement of this Agreement.

- (b) Commitment to Job Security

As part of its commitment to job security and to training for its employees, the Company will offer work to employees wherever possible before that work is contracted out, but the parties acknowledge the need for contract labour to be used from time to time.

- (c) Commitment to Communication and Continued Relationship

The Company recommits to fostering an effective communication system in consultation with its employees. This involves ensuring that its employees are aware of the issues that

affect them and that they receive regular feedback on matters relating to all area of their work.

(d) Commitment to Development of KPI's

The Company commits to properly develop KPI's. The KPI's shall be similar to previous performance indicators, but also aligned with the values and performance criteria of the Company.

1.11 PREAMBLE

- (a) The Parties agree that the objectives of this Agreement are to facilitate the:
- (i) efficiency and productivity of the Company's business for the benefit of its employees, customers and community at large;
 - (ii) profitable distribution of the highest quality products; and
 - (iii) development and maintenance of a harmonious and mature consultative relationship.
- (b) The parties recognise that important in achieving the above objectives is:
- (i) a working environment in which all employees are involved in decisions affecting them, care about their jobs and each other, have the opportunity to achieve their full potential, take pride in themselves and their work and benefit from the success of their efforts; and
 - (ii) the need for flexibility of jobs and duties within and between work areas, subject only to limitations imposed by individual skill levels.
- (c) The parties to this Agreement therefore agree:
- (i) that the parties will work co-operatively towards the objectives of the Company;
 - (ii) that employees will carry out all duties as are within the limits of their skill, competence and training;
 - (iii) that the parties will take all steps necessary to avoid any action which disrupts continuity of production by resolving concerns effectively and speedily through use of the consultative mechanism and an agreed dispute settlement procedure;
 - (iv) that employees will co-operate in the implementation of quality assurance techniques;
 - (v) that employees will participate positively in a full audit of the workforce's skills;

- (vi) that employees will assist with training other employees;
- (vii) the Company has the right and responsibility to manage its operations in line with established consultative techniques; and
- (viii) That the Company, Union and employees will work to ensure that the Agreement is effective and where any part of this Agreement requires interpretation, it will be interpreted in the context of the commitments and intent expressed in this clause.

2. PART 2 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

2.1 INTRODUCTION OF CHANGE IN THE WORKPLACE

- (a) This term applies if the employer:
- (i) 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
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (b) For a major change referred to in paragraph (1)(a):
- (i) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) subclauses (3) to (9) apply.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

- (e) As soon as practicable after making its decision, the employer must:
- (i) discuss with the relevant employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the employees; and
 - (C) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the employees; and
 - (C) any other matters likely to affect the employees.

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

(g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(h) 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.

(i) In this term, a major change is likely to have a significant effect on employees if it results in:

- (i) the termination of the employment of employees; or
- (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain employees; or
- (vi) the need to relocate employees to another workplace; or
- (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(j) For a change referred to in paragraph (1)(b):

- (i) the employer must notify the relevant employees of the proposed change; and
- (ii) subclauses (11) to (15) apply.

(k) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(l) If:

- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(m) As soon as practicable after proposing to introduce the change, the employer must:

- (i) discuss with the relevant employees the introduction of the change; and

(ii) for the purposes of the discussion—provide to the relevant employees:

(A) all relevant information about the change, including the nature of the change; and

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

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

(iii) 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).

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

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

(p) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (b).

2.2 DISPUTES SETTLEMENT PROCEDURES

- (a) Any dispute or claim arising out of the operation or application of this Agreement or the NES shall be settled in the undermentioned manner:-
 - (i) At any stage during this process, employees may appoint a representative to act on their behalf.
 - (ii) The matter shall first be discussed between the employee and their supervisor.
 - (iii) If the matter is not resolved or if the matter involves the employee's supervisor or manager, the matter shall be discussed with the Branch Manager.
 - (iv) If settlement is still not reached, either party may refer the matter to the General Manager or Human Resources for resolution.
 - (v) If the matter is still not settled, either party may submit the matter to FWC, for mediation or conciliation. If the dispute cannot be resolved by mediation/conciliation, it may be settled by arbitration.
- (b) Until the matter is determined, the status quo will prevail.
- (c) In order to facilitate the procedure in sub-clause 2.2(a):
 - (i) the party with the grievance must notify the other party at the earliest opportunity of the problem;
 - (ii) throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and
 - (iii) sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.
- (d) While the parties are attempting to resolve the matter, the parties will continue to work in accordance with this Agreement and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to relevant provisions of the Occupational Health and Safety Act 1984 (WA), or its successor, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by the Company to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.

2.3 UNION BUSINESS

- (a) An accredited Union representative of a Union party will be permitted to enter the Company's premises for the purpose of discussing legitimate Union business with an employee or employees subject to complying with the Act and the following:
- (i) The representative will give at least 24 hours' notice or any other notice period applicable in accordance with the Act, to enter the Company's premises;
 - (ii) The representative will notify the Company of their presence on site or before entering the workplace in accordance with the Act;
 - (iii) The representative may be required to produce their authority in accordance with the Act, on arrival at the Company's premises;
 - (iv) Upon request by the Company, the representative will advise who they wish to speak to and the expected duration of those discussions;
 - (v) The representative may only hold discussions with the employees during meal breaks or on other breaks or at other non-working times, in accordance with the Act;
 - (vi) A representative who unduly interferes with work (other than in the course of an industrial dispute, in which case the procedures prescribed by Clause 2.2 - Disputes Settlement Procedures will apply) may be denied right of entry in accordance with the Act; and
 - (vii) The Company will provide a noticeboard for the posting of Union notices.
- (b) Leave in accordance with this sub-clause will only be granted to Union delegates. The Company will pay a Union delegate's ordinary weekly wage, as prescribed by Appendix A –Wage Rates, whilst the Union delegate is attending a Union training course provided that:
- (i) The delegate must first obtain the permission of the Company. Permission will not be unreasonably withheld having in mind the operational needs in the delegate's work area;
 - (ii) Each request for permission to attend a course must be endorsed by the State Secretary of the Union;
 - (iii) Each delegate will be entitled to a maximum of three days paid leave in any one calendar year, if additional paid leave is required for delegate training, this may be granted at the relevant Managers discretion; and
 - (iv) Leave under this clause will be granted subject to the Company being given at least two weeks' notice of the date that leave is to be taken, together with advice as to the nature of the course and the subject matter to be covered by the course.

- (c) As part of the site induction process or at another suitable time, representatives of the Union will be given an opportunity to induct into the Union all new Employees, Outside Hire workers, and existing Outside Hire workers who have not been previously inducted into the TWU, in accordance with the following procedure:
 - (i) the induction will take place on a site at which work is been performed, at the request of the Union;
 - (ii) inductions will contain no more than 15 participants in each group;
 - (iii) a room which is appropriate for inductions (such as a training room) is dedicated to that purpose;
 - (iv) 30 clear minutes will be allowed for the induction to take place;
 - (v) Employees will receive no less than a usual or (where they have yet to commence work) their proposed rate of pay for the duration of the induction;
 - (vi) prior to the induction there will, at the Union's request, be posted in a prominent position accessible to all Transport Workers Union generated notice describing the purpose of the induction and setting out any other relevant information.
- (d) To facilitate Union inductions, the Employer will provide the Union with a reasonable notice as to when Employee inductions are to occur.
- (e) Where union inductions do not occur at the same time as the Employer conducts an Employee induction or in conjunction with other Union training, the relevant Union organiser and Employer manager will agree on a mutually suitable time for the Union induction to occur which must be within 30 days of that discussion.

MEETINGS

- (f) In circumstances where the representatives of the Union require paid time meetings with their members, the Union will provide the Company with not less than two (2) weeks' notice of such a requirement. The Company will endeavour to accommodate such meetings provided the operational requirements of the business are not adversely affected.
- (g) The Company and the Union will agree on suitable times and dates for such meetings to take place during working hours and such meetings will not extend beyond a maximum of 30 minutes per occasion and will be up to a maximum of three (3) meetings per year, excluding meetings relating to Enterprise Agreement negotiations.

2.4 PERFORMANCE MANAGEMENT

- (a) Employees agree to conduct themselves in a professional manner and to carry out duties within the scope of this Agreement and in accordance with Company policies and procedures, Companies Values and its Code of Conduct. However, these do not form part of this agreement.
- (b) This procedure applies to non-probationary employees, where there is evidence of job performance and/or conduct problems, in a mature and non-threatening manner. The focus is on ensuring the employee knows the standards required, why they exist, understands how to meet those standards and the consequences of not meeting those standards.
- (c) When counselling or warning an employee concerning misconduct engaged in by that employee, the Company representative will:
 - (i) Specifically identify the conduct complained of;
 - (ii) Explain why the conduct is unacceptable by the Company; and
 - (iii) Explain the consequences if the employee again engages in that misconduct.
- (d) In circumstances where an employee's conduct or performance is not acceptable the following procedure shall be followed:
 - (i) Management shall counsel employees about their conduct or performance as required. This will be regarded as a verbal warning unless management considers the conduct and performance issues serious enough to warrant a first written warning.
 - (ii) If the employee's conduct or performance does not improve, or if an employee engages in conduct which warrants a formal warning, the employee shall be counselled formally by management which may issue a first written warning. The employee may request that a chosen representative or support person be present at this meeting, which can include a union representative or delegate.
 - (iii) If the employee's conduct or performance does not improve following a first written warning, a second written warning shall be provided to the employee by management and management shall advise that the next written warning may result in termination. The employee may be represented by a chosen representative at this meeting, which can include a union representative or delegate.
 - (iv) If the employee's performance or conduct does not improve, the employee may receive a final warning. Alternatively, the Company, at this time, may seek from the employee reasons

for continued non-performance, and the employee may be terminated if these reasons do not provide valid and acceptable reasons for non-performance. The employee may be represented by a chosen representative at this meeting, which can include a union representative or delegate.

- (e) This process does not apply if an employee engages in conduct that can be remedied immediately or if an employee engages in serious misconduct, in which case the employee will be subject to summary dismissal. Additionally, if the conduct is serious enough, management may skip the above and issue the employee with a first and final warning.
- (f) The employee shall be offered an opportunity to nominate a witness for each step of the above process, as long as it does not unreasonably delay the process.

2.5 FLEXIBILITY ARRANGEMENTS

- (a) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - A arrangements about when work is performed;
 - B overtime rates;
 - C penalty rates;
 - D allowances;
 - E leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Fair Work Act 2009; and

- (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) 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
 - (iv) includes details of:
 - A the terms of the enterprise agreement that will be varied by the arrangement; and
 - B how the arrangement will vary the effect of the terms; and
 - C 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
 - D states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing – at any time.

3. PART 3 THE COMPANY AND THE EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.1 CLASSIFICATIONS

- (a) The classifications which apply to persons covered by this Agreement are set out in Appendix C - Classifications.
- (b) Driver/Storeperson
 - (i) Employees may be engaged on the basis that they may be rostered to work as either a storeperson or as a driver. The employee's agreement to be engaged on this basis will be recorded in writing. Employees engaged on this basis will be classified at the equivalent classifications for work as a storeperson or a driver and shall be paid the Driver/Storeperson rate set out in Appendix A as applicable.
 - (ii) Where the employee is rostered to work as both a driver and as a storeperson in the same pay period, the applicable allowances payable shall be those corresponding to the classification for which the employee has performed the majority of their weekly hours.

3.2 CONTRACT OF EMPLOYMENT

An employee may be engaged as:

- (a) A full-time employee is engaged to work 38 ordinary hours per week or an average of 38 ordinary hours per week for shift workers on an averaging arrangement.
- (b) A part-time employee engaged to work ordinary hours between 15 and less than 38 ordinary hours per week, or as otherwise agreed.
- (c) Part-time employees will be paid overtime rates in excess of the hours mutually agreed, except where there is mutual agreement to vary those hours, additional hours will be paid at ordinary rates up to a maximum of 38 ordinary hours per week.
- (d) A casual employee engaged by the hour subject to:
 - (i) A maximum of 38 ordinary hours per week;
 - (ii) A minimum of 4 ordinary hours per shift;
 - (iii) A maximum of 5 separate attendances per week to be classified as ordinary hours; and
 - (iv) Payment of a 22.5% loading on all ordinary hours worked.
 - (v) Where it is practicable, a casual employee will be notified that they are not required on the next working day. If a casual

employee presents to work on a day they would reasonably have expected to work without having been notified by the Company the day before that they were not required, they will be entitled to receive four hours pay at the applicable casual rate.

- (e) The maximum number of ordinary hours per day is 10 hours for a casual employee.
- (f) All new employees will be subject to a probationary period of 6 months from their hire date.
- (g) The service of a casual may be terminated with one hour's notice at any time by either the Company or Casual Employee.
- (h) **Right to request casual conversion**
 - (i) A person engaged as a regular casual employee may request that their employment be converted to full-time or part-time employment.
 - (ii) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
 - (iii) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
 - (iv) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
 - (v) Any request under clause 3.2 (e) must be in writing and provided to the employer.
 - (vi) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
 - (vii) Reasonable grounds for refusal include that:
 - (i) It would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award –that is, the casual employee is not truly a regular casual employee as defined in clause 3.2 (e) (ii).
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

- (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (i) The Company may deduct payment for any day on which an employee cannot be usefully employed because of:
- (i) industrial action (other than industrial action organised or engaged in by the Company);
 - (ii) any breakdown of machinery or equipment, for which the Company cannot reasonably be held responsible for the breakdown; or
 - (iii) any unavoidable stoppage of work for any cause for which the Company cannot be reasonably held responsible.
- (j) Notwithstanding anything elsewhere contained in this Agreement the Company may select and utilise for time keeping purposes any fractional or decimal proportion of an hour (not exceeding quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the Company, report for duty after their appointed starting time or cease duty before their appointed finishing times. The Company who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

3.3 EMPLOYEE DUTIES

- (a) To become entitled to payment of a weekly wage, an employee must perform such work as the Company reasonably requires and directs taking into account the employee's skills, competence and training, including;
- (i) Carrying out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote deskilling;
 - (ii) Carrying out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment;
 - (iii) Transferring between duties including:

- A in the case of Drivers transferring between various runs as required by the Company without restriction; and
 - B in the case of storepersons, transferring between areas of the warehouse or shifts as required by the Company without restriction.
- (iv) Working reasonable overtime as required by the Company in accordance with the NES.;
 - (v) Complying with all Company safety regulations, policies and procedures, and government legislation and regulations;
 - (vi) Using protective clothing and equipment provided by the Company as directed;
 - (vii) Comply with any other reasonable directions by the Company; and
 - (viii) Any direction issued by the Company pursuant to this subclause shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

3.4 JUNIORS

(a) Definition

"Junior" shall mean any employee under 18 years of age receiving less than the minimum wage prescribed herein for adult employees.

(b) Junior rates of pay

The wage rates for employees under the age of 18 years shall be the appropriate percentage of the weekly wage of an adult employee, as follows:-

	<i>Percentage of rate for adult employees</i>
Under 18 Years of Age	80

And thereafter the minimum rates prescribed for adults.

(c) Proportions of juniors

The proportionate number of juniors who may be employed by the Company shall not exceed one junior to one adult employee, and one to every additional three adult employees receiving not less than the minimum rate.

3.5 REDUNDANCY

(a) Discussions before termination

- (i) Where the Company has made a definite decision that a job/s is to be made redundant (as defined in the Act) and this is not

due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and with the Union or another appointed representative where appropriate.

- (ii) The discussions shall take place as soon as is practicable after the Company has made a definite decision and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

(b) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons of redundancy the employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

(c) Transfer of business

- (i) Transfer of Business rules apply in accordance with the Act;

(d) Time off work during notice period

- (i) During the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.
- (iii) For the purpose of 3.5(d)(ii) a statutory declaration will be sufficient.

(e) Notice to Centrelink or its successors

Where a decision has been made to terminate employees in the circumstances outlined in clause 3.5, the Company shall follow the obligations contained in the Act.

(f) Severance pay

An employee whose employment is terminated for reasons of redundancy shall be entitled to the following:

- (i) four weeks' notice or pay in lieu of notice;
- (ii) four weeks' redundancy pay for each completed year of service or pro-rata payment for part years of service after the first year;
- (iii) Redundancy payments are capped at 52 weeks for all employees, except for those who have an entitlement of 40 or more weeks redundancy payment (excluding notice) as at 31 December 2012, who will maintain a redundancy cap of 104 weeks;
- (iv) pro-rata long service leave after the completion of five years' service, in accordance with the relevant WA long service leave legislation;
- (v) an additional one week's notice or pay in lieu of notice for all employees over 45 years of age;
- (vi) all superannuation to be paid out as per the relevant trust deed or deeds;
- (vii) all accrued annual leave and leave loading (except for those on an annualised salary who do not receive the leave loading);
- (viii) an itemised redundancy statement outlining the above, no later than three days before separation;
- (ix) For the purposes of this clause, "Weeks' pay" means the ordinary time rate of pay for the employee concerned, and excludes overtime, penalty rates, allowances, shift allowances, special rates, bonuses, and any ancillary payments of a like nature.

(g) Employees leaving during notice

An employee whose employment is terminated for reasons of redundancy may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments in lieu of notice for any remaining notice period under this clause had he/she remained with the Company until the expiry of such notice.

(h) Employees exempted

The entitlement to amounts specified in clause 3.5(f) does not apply to any employee or to any situation where, pursuant to sections 122 (that relates to transfer of employment situations) or section 123 (that relates to employees engaged for a specified time or a specified task, summary dismissal, casual

employment, apprentices and trainees) of the Act, an employee would not be entitled to redundancy pay.

3.6 TERMINATION OF EMPLOYMENT

(a) Termination by the Company

(i) In order to terminate the employment of a Full-time or Part-time Employee, the Company shall give the following notice:-

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
1 year or less	1 week
1 years and up to the completion of 2 years	2 weeks'
3 years and up to the completion of 5 years	3 weeks'
5 years and over	4 weeks'

The provisions of this clause are the minimum entitlements of employees in the event of terminations.

(ii) In addition to the notice in 3.6(a)(i) above, employees over 45 years of age at the time of giving of notice and with not less than two years continuous service shall be entitled to an additional week's notice.

(iii) Provided that where the Company has given notice as aforesaid, an employee other than a Casual Employee, on request, shall be granted an unpaid leave of absence for one day in order to look for alternative employment.

(iv) Payment in lieu of notice shall be made by the Company if the appropriate notice period is not given. The employment may be terminated by giving part of the period of notice specified and payment in lieu of notice for the remaining amount.

(v) The Payment in lieu of notice must at least equal the total of the amount the Company would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period.

The total must be calculated on the basis of:-

- A the ordinary time rate of pay for the employee; and
 - B the amounts payable to the employee for the hours, including (for example) allowances, loadings and penalties; and
 - C any other special amounts specified under the employee's contract of employment
- (vi) The period of notice in this clause 3.6 shall not apply to employees who are exempted from receiving notice of

termination in accordance with section 123 of the Act (that relates to employees engaged for a specified time or a specified task, summary dismissal, casual employment, and trainees).

(b) Notice of termination by an employee

The notice of termination required to be given by an employee shall be the same as that required of the Company, except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give such minimum notice the Company shall have the right to withhold an equivalent period of wages due to the employee, in accordance with the Act.

(c) Statement of employment

The Company shall in the event of termination of employment, provide to the employee, upon request, a written statement specifying the period of their employment and the classification or type of work performed by the employee.

4. PART 4 WAGES AND RELATED MATTERS

4.1 WAGES

(a) Basic Wage:

This Agreement, in so far as it fixes minimum rates of wages, is made by reference and in relation to the adult basic wage as set in Appendix A: Wage Rates.

(b) Trainee wage rates

The minimum wages for trainees will be the appropriate rate provided by the relevant national training wage schedule, or its successor. Wage increases in clause 4.1(c) will also apply from the date the employee commences as a trainee.

The Company may exercise its right to pay trainees adult rates of pay, upon management's discretion. The Company reserves the right to revert the wage back to the relevant Trainee rate, with 2 weeks' notice.

(c) Wage and Allowance Increases

The wage and allowance rates applicable under this Agreement are set out in Appendix A: Wage rates and Appendix B: Allowances. Wage Rates and Allowances (where relevant) shall be increased as follows during the term of this Agreement:

- (i) An increase of 4.6% from the first full pay period to commence on or after 1st June 2023;
- (ii) A further increase of 4.0% from the first full pay period to commence on or after 1st June 2024; and
- (iii) A further increase of 3.4% from the first full pay period to commence on or after 1st June 2025

(d) Annualised Salaries

- (i) Where the Company and an employee agree, an employee may be put on an annualised salary arrangement.
- (ii) In calculating an annualised salary under this sub-clause the following shall be taken into account:-
 - A the employee's ordinary time pay calculated in accordance with this Agreement.
 - B the employee's average overtime times calculated as an average over the preceding 12 month period; and
 - C any all purpose work related allowances, loadings, penalties, or shift allowances applicable to the employee under this Agreement.

- (iii) Annualised salaries are paid on a monthly basis unless otherwise agreed between the employee and the Company.
- (iv) Upon the Company and an employee agreeing in writing to establish an annualised salary arrangement, the annualised salary will apply in lieu of all overtime, allowances, penalty rates, shift allowances or loadings provided by this Agreement.
- (v) A review of this annualised salary arrangement will take place every 4 weeks, or whenever significant changes in business occur which may impact on the overall operation of the site or at the request of the employee at any time. If found to have been paid lower, the employee will be back paid for the difference in the next pay period.
- (vi) The Company must ensure that an employee who enters into a written annualised wage agreement with the Company shall be better off overall compared to what they would have been paid had that employee been paid as an hourly paid employee under the terms of this Agreement. Salaried arrangements will be reviewed 4 weekly to ensure employees are better off overall. The Company may also determine that the annualised wage arrangement should be cancelled.
- (vii) Employees on annualised salary arrangements who are not satisfied with these arrangements may approach the Company with a view to moving back to non-annualised pay conditions under the Agreement. The Company will not unreasonably refuse any request to move from being an annualised salary employee.
- (viii) Annualised salary reviews may result in the employee being paid either:
 - A the percentage increase provided in clause 4.1(c) or
 - B any other increase as determined by the Company.

Prior to commencement of an annualised salary arrangement, the parties will agree in writing to the allowances, overtime, penalties, shift allowances and loadings to be replaced by the annualised salary arrangement.

4.2 ALLOWANCES

The following allowances shall apply over the life of the Agreement, and where relevant shall be indexed along with wages over the life of the Agreement. Employees on annual leave, personal/carer's leave, long service leave or other types of paid or unpaid leave will not be entitled to allowances, if they are not at work to satisfy the criteria.

(a) First Aid Allowance

An employee who has been trained to render first-aid and who holds a current and appropriate first aid qualification (such as a certificate from St John Ambulance or similar body) and is appointed by the company as First Aid Officer, shall be paid an allowance in accordance with Appendix B: Allowances.

(b) Money Handling Allowance

A Money Handling allowance shall be provided each week for all regular drivers as set out in Appendix B: Allowances. Drivers are expected to manage the cash they collect in accordance with Company policy.

(c) Freezer Allowance

Employees that satisfy the conditions of Clause 4.5: Industry Conditions, shall be entitled to a Freezer Allowance in accordance with Appendix B: Allowances.

(d) Meal Allowance

Employees who are required to work overtime for more than two hours after the completion of their ordinary hours of work for the shift shall be paid a first meal allowance as set out in Appendix B: Allowances. Employees who are required to work more than 4 hours of overtime per shift will be entitled to a second meal allowance as set out in Appendix B: Allowances.

(e) Overnight Allowance

Those employees whose duties require them to stay overnight away from the branch shall receive a daily living away from home allowance as set out in Appendix B: Allowances. This allowance is intended to compensate employees for the costs associated with purchasing an evening meal and breakfast the following morning. Given employees will be paid the following week or month (for salaried employees), they may choose to forego this allowance should they not wish to use their own money to pay for the evening meal and/or breakfast and elect to have the meals paid by the Company, in accordance with Company Policy.

(f) Leading Hand Allowance

Those employees performing additional responsibilities as a leading hand may be entitled, at the discretion of the Company, to be paid a leading hand allowance as set out in Appendix B: Allowances.

(g) Sales Driver Allowance

Those Drivers required to act as sales persons shall be paid an allowance as set out in Appendix B: Allowances.

4.3 MIXED FUNCTIONS

Where a weekly employee is put to work temporarily and assumes the full level of accountability and responsibility at a higher classification than their substantive classification, they shall be paid as follows:

- a) Up to four hours on any one day - the rate prescribed for such higher classification with a minimum of one hour.
- b) Over four hours on any one day - a full day's pay at the rate prescribed for such higher classification.

4.4 PAYMENT OF WAGES

- (a) All employees shall be paid weekly in the Company's time not later than Friday of each week; provided, however, that the pay period specified herein may be varied at any time by Agreement between the Union and the Company, but at no time will the Company hold more than two days in hand.
- (b) The Company will pay employees by direct deposit to a personal account by electronic funds transfer.
- (c) Notwithstanding the above arrangements, employees on a salary shall be paid monthly.

4.5 INDUSTRY CONDITIONS

- (i) On appointment to this position, each employee shall have been medically selected as fit to work in extremely cold conditions.
- (ii) The Company shall make available free of charge for the use of each employee, freezer boots, coats, caps and gloves, including inner gloves if required.
- (iii) Employees driving in excess of 19 ordinary hours and are exposed to artificially reduced temperature of less than minus 20 degrees Celsius shall be paid the Driver Freezer Allowance in Appendix B.
- (iv) Any employee engaged as a Storeperson working in an area at an artificially reduced temperature of less than minus 20 degrees Celsius during ordinary hours shall be paid one of the three relevant allowances as set out in Appendix B, depending on the number of ordinary hours in the Freezer. This allowance

is in substitution for and not cumulative on the Driver Freezer Allowance in Appendix B.

- (v) Employees working in the High Rise Freezer and Low Rise Freezers will be entitled to be relieved from working in the freezer environment for 10 minutes per hour worked in that environment, but only for those hours in which no other meal break or rest period is taken. These breaks must be taken at a time convenient to the Company to fit in with operational requirements, having regard to the convenience of the employee. Upon termination of employment, an employee shall be required to return to the Company the articles last issued to him or her pursuant to this clause and, in the event of his or her failure to do without reasonable cause or excuse, the Company shall be entitled to deduct from any monies due to the employee a fair and reasonable for the value of such articles as at the time of termination of employment, in accordance with the Act.

4.6 SUPERANNUATION

The subject of superannuation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the Superannuation (Resolution of Complaints) Act 1993.

This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

(a) Definitions

- (i) "Fund" means any fund, the trust deed of which meets the Commonwealth Government's Standards for Occupational Superannuation.

(b) Contributions

The Company shall, for each employee, contribute the appropriate percentage of the employee's ordinary weekly earnings as required by the *Superannuation Guarantee (Administration) Act 1992* to one of the following superannuation funds, nominated by the employee:

- (i) ANZ Smart Choice Super Fund (PFD's My Super Default Superannuation Fund); or
- (ii) Any other such complying Fund as elected by the employee (for example TWUSuper).

(iii) Should the PFD default Superannuation Fund change for whatever reason, PFD undertakes that the successor will be an approved My Super product.

(c) **Savings**

This clause shall not have the effect of lowering more generous contributions the Company makes to schemes on behalf of employees under a Company superannuation scheme.

(d) **Employee contributions**

Employees who may wish to make contributions to the Fund additional to those being paid by the Company, shall be entitled to authorise the Company to pay into the Fund from the employee's wages amounts specified by the employee, either as salary sacrifice or after tax contributions.

5. PART 5 HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

5.1 HOURS OF WORK

(a) Ordinary Hours – Day Workers

- (i) Employees shall be employed on the basis that the ordinary working hours will be 38 ordinary hours per week, to be worked continuously except for meal breaks, Sunday to Saturday between the hours of 6am to 6pm.
- (ii) Ordinary hours shall not be worked over less than four days, either consecutive or non-consecutive, nor more than five consecutive or non-consecutive days.
- (iii) The Company may vary the start and finish times and days of work of an employee upon giving the employee seven days' notice in writing.
- (iv) Following discussions and agreement between the parties to this Agreement, an employee(s) and the Company may mutually agree upon starting and ceasing times between and outside the prescribed hours. Such arrangements shall be formalised and set down in a written agreement by the parties.
- (v) By agreement between the parties and the employees concerned, ordinary hours not exceeding twelve (12) on any day may be worked subject to:
 - A The parties being guided by the occupational health and safety provisions of the ACTU Code of Conduct;
 - B Suitable roster arrangements being made; and
 - C Proper supervision being provided.

(b) Start and Finish Times

Employees will clock on to start work once they are in work clothes and ready to start work. Employees will clock off work once they are finished and handed over before changing out of their work clothes.

(c) Shift Workers

- (i) The ordinary working hours of shift workers shall not exceed an average of:
 - A 38 per week; or
 - B 76 in 14 consecutive days; or
 - C 114 in 21 consecutive days; or
 - D 152 in 28 consecutive days.

- (ii) Notwithstanding the spread of hours prescribed for day workers by subclause 5.1(a)(i) of this clause, the Company and the Unions, parties to this Agreement, may implement mutually agreeable shiftwork provisions over 24 hours, 7 days a week, in any work unit to meet the circumstances of that work unit.
- (iii) Notwithstanding anything elsewhere contained in this clause the start and finish time of Shift Workers may be varied by the Company with seven days' notice, or otherwise with the agreement of the majority of employees in the work unit for the purposes of meeting the Company's needs.

(d) **38 hour week**

The Company may implement a 38 hour week, based on the needs of the business, in any one of the following ways:

- (i) one day off after 19 days,
- (ii) four or five equal days;
- (iii) four equal days and one short day; or
- (iv) any other arrangement agreed to between the company and employees concerned.

(e) **RDO Roster**

- (i) Those employees in the employment of the company as at 1st June 2012 who were at that time working an RDO roster shall remain eligible to remain on that RDO roster.
- (ii) Those employees who voluntarily change to a non-RDO arrangement shall not be entitled to return to an RDO roster.
- (iii) No Employee not currently performing their hours of work on an RDO basis shall be entitled to move to RDO arrangements after 1st June 2009.
- (iv) Where the Company implements an RDO system as provided for in 5.1(d), and an employee requests to cash out a banked RDO, the banked RDO's will only be cashed out at ordinary rates. An employee can only accrue 76 hours of RDO's. Any balance above this amount will be cashed out to the employee at the ordinary rate.
- (v) Further, where the Company implements an RDO system as provided for in 5.1(d), employees will be required to take their RDO on a day determined by the Company. The Company will notify employees of the day the RDO is to be taken in advance.

5.2 BREAKS

(a) Meal Breaks

- (i) Employees shall be allowed not less than 30 minutes nor more than one hour on each working day for the purpose of taking a meal. Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible. Such breaks shall be unpaid.
- (ii) An employee may not work for more than five hours on any day without a meal break provided that:
 - A An employee rostered to work six hours or less on any day may request not to be rostered for a break for a meal;
 - B Scheduled meal breaks may be altered if it is necessary in order to meet a requirement for continuity of operations; and
 - C The Company may stagger meal breaks to meet operational requirements.

(b) Rest pauses

- (i) A rest pause of 15 minutes either in the first or last part of the shift shall be allowed for each employee.
- (ii) 15 minutes is the maximum amount of time the employee is to be away from their workstation.
- (iii) Rest pauses shall be taken at such times as may be mutually arranged between the Company and employees and may be staggered to suit the particular work requirements of each section so that full production levels may be maintained.
- (iv) Rest pauses shall be counted as time worked and shall be paid for as such.
- (v) Employees working in the Freezers shall be entitled to be relieved from working in the freezer environment for 10 minutes per hour during those hours where no other meal break or rest period is taken. These breaks from the Freezer shall be taken at a time convenient to the Company to fit in with operational requirements, having regard to the convenience of the employee and the Company shall be entitled to direct employees to perform duties over any period outside the freezer that is not a designated meal or rest period at clause 5.2(b)(i).

5.3 OVERTIME

- (a) Payment for working overtime
 - (i) All time worked outside the span of hours, or in excess of the ordinary working hours per day or week between Monday to Saturday shall be overtime and shall be paid for at the rate of 150% for the first two hours and 200% thereafter.
 - (ii) All overtime hours worked a Sunday shall be paid at the rate of 200%.
 - (iii) All overtime hours worked a Public Holiday shall be paid at the rate of 250%.
 - (iv) An employee who is directed to and does work a straight overtime shift at the hours required by the Company on Saturday, Sunday or Public Holiday shall be paid a minimum of four hours at the appropriate rate of pay.
 - (v) Where overtime commences on one calendar day and extends into the following calendar day, the whole period of overtime shall be deemed to have been worked on the former day for the purposes of calculation of overtime.
 - (vi) An employee who is called back to work overtime after leaving the Company's premises (whether notified before or after leaving the premises), shall be paid a minimum of four hours at the appropriate overtime rate for each period so recalled.
- (b) **Rest period after overtime**
 - (i) When overtime is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty before the work of successive days.
 - (ii) An employee, who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he or she has not had at least 10 consecutive hours (or ordinary shift length) off duty between those times shall, subject to this subclause, be released after completion of such overtime until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (iii) If, on the instructions of the Company, such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid at double time until released from duty for such period and shall then be entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) **Time off in lieu of overtime worked**

Where an employee performs duty on overtime, the employee and the Company may, by mutual agreement, allow the employee to be released from duty in ordinary hours, in lieu of being paid overtime, subject to the following conditions:

- (i) The agreement shall be in writing and be kept with the time and wages records;
- (ii) Where an employee elects to take any period(s) of time off in ordinary hours in accordance with this clause, such time off shall equate to the relevant overtime worked. For example, where an employee and the Company agree that the employee shall take time in lieu instead of being paid for one hour overtime that would be payable at the rate of time and a half, the employee shall be entitled to take 1.5 hours in lieu.
- (iii) An employee may not accumulate more than 24 hours of equivalent time off which shall be taken within four weeks of its accrual, unless agreed otherwise between the individual and the relevant manager. Where such time off is not taken, the period(s) of overtime shall be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.
- (iv) On termination of the employee's employment, time off for overtime worked by the employee which has not been taken will be paid to the employee.

5.4 SATURDAY AND SUNDAY WORK

- (a) All ordinary hours worked on Saturday shall attract a penalty rate of 50%.
- (b) All ordinary hours worked on Sunday shall attract a penalty rate of 100%.
- (c) These rates will be paid in lieu of any shift allowance prescribed in this Agreement.
- (d) All work to be performed on Saturday and Sunday shall be by mutual agreement between the employee and the Company.

5.5 SHIFT ALLOWANCE AND SHIFT WORKERS

- (a) Employees who are Shift Workers working on any day of the shifts as defined in this sub-clause shall, in addition to their ordinary rates of pay,

be paid shift allowances as set out in the following items of Appendix B, Allowances:

- (i) Morning shift (15%)
 - (ii) Afternoon shift (15%)
 - (iii) Night shift (20%)
- (b) For the purpose of this sub-clause and subject to day work arrangements:
- (i) Morning shift shall mean a rostered shift starting before 6.00am.
 - (ii) Afternoon shift shall mean a rostered shift finishing after 6.00pm and at or before midnight.
 - (iii) Night shift shall mean a rostered shift finishing after midnight and at or before 6am
- (c) The Company may place employees on shift work, or transfer employees from one shift to another, but before doing so, must give one week's notice and advise the employee in writing of its intention to do so and of the intended starting and finishing times of the shifts.
- (d) If agreed between the parties to this agreement, Drivers and Driver/Storemen wishing to start up to 1 hour before 6am may do so in day work hours. Requests must be made in writing and approval will be in accordance with the needs of the business. No shift loadings will be payable to these employees.
- (e) For the purposes of public holiday payments, the whole of a shift will be deemed to have been worked on the day on which the shift ends. Therefore, if the day on which the shift ends is a Public Holiday, the employee will be entitled to all benefits of a Public Holiday for that entire shift. Similarly, if the day on which a shift commences is a Public Holiday, the employee will not be entitled to any Public holiday benefits for that entire shift.

6. PART 6 LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

6.1 ANNUAL LEAVE

- (a) Annual leave entitlement - general
 - (i) Annual leave will be in accordance with the NES. Annual leave accrues progressively according to an employee's ordinary hours of work and accumulates from year to year. Full time employees accrue the equivalent of four weeks paid annual leave per year. Part-time employees accrue paid annual leave on a pro-rata basis. Casual employees are not entitled to annual leave.
 - (ii) Annual leave shall be given and taken in accordance with the requirements of the Act, subject to the following rules:
 - A Annual leave shall be given and taken either in one consecutive period or two periods or if the employee and the Company so agree, three or more separate periods.
 - B If the employee and the Company agree, leave may be taken wholly or partly in advance of the entitlement being credited to the employee. If the employee is given leave in advance, that employee shall:
 - i. not be entitled to further leave until the amount that is credited to the employee equates to the amount of leave given in advance and the further amount of leave to be taken;
 - ii. repay on termination of employment any amount of pay for leave given in advance or permit the Company to deduct that amount from any amount otherwise owing to the employee on termination, in accordance with the Act.
 - C Where the Company requires an employee to take any annual leave credited to him or her, the Company shall give an employee at least one month's notice of the date from which the employee's annual leave is required to be taken.
 - D In order to allow the temporary closure of part or all of one of the Company's establishments the Company may require the employee to take annual leave of up to 4 weeks, including to take leave in advance, in which case the Company shall give an employee at least one month's notice of the date from which the employee's annual leave is required. Where an employee has been directed to take leave in advance in this circumstance, the employee cannot

be required to repay that period of annual leave in advance on termination.

- E Subject to the provisions of clause 6.1, on termination of employment, an amount equivalent to the employees' current rate of pay for any untaken annual leave shall be paid to the employee plus the relevant leave loading.

(b) Annual Leave Loading

- (i) Non-salaried employees will be entitled to an annual leave loading equivalent to 17.50% of the ordinary rate of pay for the employee eligible for leave multiplied by the number of hours of eligible accrued leave approved to be taken.
- (ii) Employees performing regular shift work shall be entitled to leave loading at the rate of their regular shift allowance, or 17.50%, whichever is the higher. This leave loading shall be in substitution for, and not cumulative upon, normal shift loadings received.

- (c) For the purposes of the additional week of annual leave provided for in the NES a shift worker is a seven day shift worker who is regularly rostered to work on Sundays and public holidays.

(d) Payment for annual leave

- (i) Payment for annual leave shall be in advance or in arrears with normal wage payments as chosen by the employee. The employee shall notify the Company when applying for annual leave of their chosen method of payment.
- (ii) Such annual leave shall be exclusive of any public holidays, which may occur during the period of that annual leave and shall be paid for by the Company.
- (iii) An employee shall be paid at the ordinary rate payable to the employee concerned immediately prior to that leave under this Agreement.

(e) Cashing out annual leave

- (i) Once in any 12 month period, an employee may elect in writing to forgo a period of accrued annual leave, and be paid a monetary payment equal to the amount the employee would have been paid had the employee taken the accrued annual leave. The employee's accrued annual leave will be reduced by the amount of leave that has been paid out.

- (ii) Employees must have a residual leave accrual balance of four (4) weeks after the cashing out has been affected to be eligible to cash out their annual leave entitlements.
- (iii) Applications for the cashing out of annual leave must be submitted in writing to the employee's supervisor/manager for approval.

(f) Taking of annual leave

In the interests of ensuring employee health and wellbeing and to ensure proper rostering of annual leave at the branch, PFD requires that, where possible, all employees take four weeks annual leave per annum.

6.2 PERSONAL/CARER'S LEAVE

- (a) All full-time employees shall be entitled to accrue up to 10 days personal/carer's leave per year of service. Part-time employees are entitled to accrue a pro-rata amount of the full-time personal/carer's leave entitlement. Casual employees are not entitled to paid personal/carer's leave.
- (b) Unused personal/carer's leave accumulates from year to year.
- (c) Personal/carer's leave can be taken for personal leave or carer's leave in accordance with clauses 6.3 and 6.4.

6.3 PERSONAL LEAVE

- (a) An employee, other than a casual employee, who is unfit for work due to personal illness or personal injury shall be entitled to take accrued personal leave paid at ordinary rate of pay for the time of such non-attendance subject to the following:-
 - (i) An employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
 - (ii) An employee shall, as soon as reasonably possible so as to allow the Company to make alternative arrangements and within 24 hours of commencement of such absence, inform the Company of his/her ability to attend for duty and as far as possible state the nature of the illness or incapacity and the estimated duration of the same.
 - (iii) Notification of absence for reasons of personal leave shall be done by a personal phone call being made to the branch manager/supervisor. Text messages are not a satisfactory means of notification of absence.
 - (iv) Medical certificates, or statutory declarations, are to be provided for any absence of two working days or more, or one

day where that day is before or after a weekend a gazetted public holiday, an RDO, a period of approved annual leave or after 3 single days in any calendar year. Medical certificates or statutory declarations will not be accepted if back dated, unless exceptional circumstances exist.

- (b) For the purpose of this sub-clause, continuous service shall be deemed not to have been broken by:-
 - (i) any absence from work on leave granted by the Company; or
 - (ii) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee).
- (c) Employees with 25 years of continuous service with the employer who are certified unfit to continue to work will be eligible to receive three (3) months' pay on submitting their resignation.

6.4 CARER'S LEAVE

- (a) An employee, other than a casual employee, shall be entitled to use accrued carer's leave paid at ordinary rate of pay for the time of such non-attendance to provide care or support to a member of the employee's immediate family, as defined in 6.4(c)(i), or a member of the employee's household where the member of the immediate family or member of the household requires care or support because of:
 - (i) a personal illness or personal injury affecting the member of the immediate family or member of the household; or
 - (ii) an unexpected emergency affecting the member of the immediate family or member of the household.
- (b) The employee shall, if required, give the Company satisfactory evidence, which may include a medical certificate or statutory declaration that he or she took carer's leave for the reasons provided in 6.4(a). An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.
- (c) **Definitions**
 - (i) "immediate family" means:

- A A spouse (including a former spouse), de facto partner (including former de facto partner), child (including an adopted child or step child), parent, grandchild or sibling of the employee; or
- B A child (including an adopted child or step child), parent, grandparent, grandchild or sibling of a spouse (including former spouse) or de facto partner (including former de facto partner) of the employee.

(d) Unpaid carer's leave

An employee is entitled to 2 days of unpaid carer's leave for each occasion provided for in 6.4(a) subject to the following conditions:

- (i) An employee may take unpaid carer's leave in a single continuous period of up to 2 days or any separate periods to which the employee and the Company agree;
- (ii) Full time and part time employees cannot take unpaid carer's leave if the employee could instead take paid personal/carer's leave;
- (iii) The employee shall, if required, must give the Company satisfactory evidence, which may include a medical certificate or statutory declaration that he or she took carer's leave for the reasons provided in 6.4(a); and
- (iv) An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

6.5 FAMILY AND DOMESTIC VIOLENCE LEAVE

Leave to deal with Family and Domestic Violence is in accordance with the NES.

6.6 COMPASSIONATE LEAVE

- (a) An employee, other than a Casual employee, shall be entitled to up to two days' compassionate leave without deduction of pay on each permissible occasion when a member of the employee's immediate family or a member of the employee's household (as defined in clause 6.4(c)):

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) The employee must notify the company as soon as practicable of the intention to take compassionate leave and will provide, to the satisfaction of the employer, documentation substantiating the reason for taking compassionate leave.
 - (c) Compassionate leave may be taken in conjunction with other leave available under this Agreement. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
 - (d) The relevant General Manager, in concert with the HR Director, may exercise discretion in the granting of additional leave in this area.
 - (e) Casual employees are entitled to two days unpaid compassionate leave per each permissible occasion.

6.7 PARENTAL LEAVE

Parental Leave will be provided in accordance with the NES.

6.8 SPECIAL OTHER LEAVE

Requests for special leave may be approved provided that adequate reasons exist for the leave, the leave request seems reasonable and appropriate to the circumstances involved and the taking of leave will not disrupt the work of the department concerned. The granting of special leave will also be subject to the following:

- (a) Special leave may be authorised by the relevant General Manager to employees who have important and extenuating personal reasons for wishing to take time off.
- (b) Unpaid leave will normally only be granted after an employee has taken all current and outstanding Annual Leave and Long Service Leave entitlements
- (c) Where leave without pay is authorised, it will be treated as a break in service

6.9 LONG SERVICE LEAVE

- (a) Long service leave shall accumulate at the rate of 13 weeks' leave for every 10 years of continuous service.

- (b) Where an employee has completed at least 7 years service, but less than 10 years service, they shall be entitled to pro-rata long service leave if their employment is terminated either:
 - (i) By their death; or
 - (ii) In any circumstances, other than for serious misconduct
- (c) Employees have the option of taking their Long Service Leave entitlement at double pay for half the time taken. Therefore, an employee covered by this Agreement wishing to clear their Long Service Leave entitlement may take 6.5 weeks leave and be paid for the full 13 week entitlement.
- (d) The remaining provisions are in accordance with the provisions of the Long Service Leave Act 1958, as varied or amended, provided that no part of that Act shall be taken to form part of this Agreement.

6.10 PUBLIC HOLIDAYS

- (a) The following days shall be holidays for the purpose of this Agreement, New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day - April 25, Labour Day, Western Australia Day, Queen's Birthday, Christmas Day December 25, Boxing Day December 26, and any day or part day proclaimed and gazetted as a public holiday by the Western Australian State Government (other than a day or part day substituted that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday).
- (b) In accordance with the NES, for each holiday which occurs on a working day, a permanent employee shall be deemed to have worked such number of ordinary hours as the employee would have worked had the day not been a public holiday. If an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's ordinary rate of pay (which excludes penalty rates and allowances) for the employee's ordinary hours of work on the day or part-day. Subject to sub-clause 6.9, all time worked on public holidays shall be paid for at the rate of double time and a half;
- (c) Any employee, other than a casual employee, who is directed and does attend for duty on a public holiday, at the hours required by the Company, and which is not included in his/her ordinary rostered hours for the week shall be paid a minimum of four hours at the appropriate rate of pay for each holiday worked.
- (d) The Company may agree with any individual employee to observe any public holiday on another day in lieu of the day which is being observed as the public holiday in the Company or relevant section of the Company.

- (e) By agreement between the Company and the majority of employees in the relevant location or section of the Company, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- (f) Medical certificates or statutory declarations will be required for all absences on days immediately preceding or following a public holiday.

6.11 COMMUNITY SERVICE LEAVE

- (a) An employee is eligible to be absent from the workplace for a period for the purpose of performing eligible Community Service duties in accordance with the NES.
- (b) “Eligible Community Service” can be any of the following:
 - (i) Jury Service – including attending the court for jury selection
 - (ii) Emergency Service Activity – an employee who is a member of a recognised emergency services organisation and who voluntarily carries out duties in the event of an emergency or natural disaster
- (c) Duration of leave taken by an employee must be reasonable having regard to all circumstances.
- (d) Employees shall give the Company notice as soon as reasonably practical and must notify the Company of the expected duration of absence.
- (e) Employees must provide proof, if required by and to the satisfaction of, the Company that they were engaging in eligible community service activities for the duration of the absence.
- (f) An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of ordinary time he/she would have worked had he/she not been on jury service.
- (g) An employee shall notify the Company as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the Company proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

7. PART 7 TRAINING PROGRAM

7.1 Commitment to training

- (a) The parties commit themselves to the development and implementation of training courses as it is regarded by them as appropriate and improving the training in cases where this is required.
- (b) It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the industry and the parties agree to co-operate in encouraging both the Company and employees to avail themselves of the benefits to be had from such training.
- (c) The parties to this Agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills acquired.

8. PART 8 OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

8.1 AMENITIES, ACCOMMODATION AND CONVENIENCES

Employees shall be provided with reasonable accommodation in which to change their clothes and have their meals, and also proper facilities for washing themselves, and hot water shall be provided at meal times.

8.2 OCCUPATIONAL HEALTH AND SAFETY

The Company and employees shall abide by the Occupational Health and Safety Act 1984, or its successor, and any relevant Regulations and Code of Practice for Manual handling.

8.3 PROTECTIVE CLOTHING AND EQUIPMENT

- (a) Where necessary the Company will provide employees with suitable protective clothing and equipment.
- (b) Such clothing and equipment will remain the property of the Company and will be returned when required in good condition, fair wear and tear excepted, or paid for at replacement cost.
- (c) Where an employee is required to wear a special uniform, the Company will provide the uniform. The uniform will remain the property of the employer and will be returned when required in good condition, fair wear and tear excepted, or paid for at replacement cost.
- (d) The Company will provide and maintain adequate first aid equipment.
- (e) Where it is practicable, the Company will provide suitable seating unless it is impossible to carry out the work required in a sitting position.
- (f) An employee who is required to work from a ladder will be provided with an assistant on the ground where it is reasonably necessary for the employee's safety.

8.4 VALIDITY OF DRIVERS LICENSES

In order to ensure that the Company exercises its duty of care to ensure all its employees with driving responsibilities are driving with a valid driving license, on a quarterly basis, or acting on reliable evidence, the Company may seek to be advised by the relevant government road traffic or licensing body, of the validity of all driver licenses. The Company shall not seek any information other than whether the license is valid.

9. PART AGREEMENT COMPLIANCE

9.1 POSTING OF AGREEMENT

A copy of this Agreement shall be exhibited in a conspicuous and convenient place on the premises of the Company so as to be easily read by employees. Additionally, each employee shall upon request be supplied with a copy of this Agreement.

APPENDIX A: WAGE RATES

Classification	Current Hourly Rate	Hourly rate \$ From ffpp 01 June 2023 4.60%	Hourly rate \$ From ffpp 01 June 2024 4.00%	Hourly rate \$ From ffpp 01 June 2025 3.40%
Driver, Storeperson or Driver/Storeperson Level 1	27.41	28.67	29.82	30.83
Driver, Storeperson or Driver/Storeperson Level 2	28.67	29.99	31.19	32.25
Driver, Storeperson or Driver/Storeperson Level 3	29.18	30.52	31.74	32.82
Driver, Storeperson or Driver/Storeperson Level 4	30.04	31.42	32.68	33.79
		-	-	-
Administration Specialist Level 1	27.39	28.65	29.80	30.81
Administration Specialist Level 2	29.55	30.91	32.15	33.24
Administration Specialist Level 3	30.92	32.34	33.64	34.78
Administration Specialist Level 4a	32.66	34.16	35.53	36.74
Administration Specialist Level 4b	34.38	35.96	37.40	38.67

APPENDIX B: ALLOWANCES

Item	Clause	Description	Current Rate	Rate \$ From ffpp 01 June 2023	Rate \$ From ffpp 01 June 2024	Rate \$ From ffpp 01 June 2025
				4.60%	4.00%	3.40%
1	4.2(a)	First Aid Allowance	\$14.45 per week	15.11	15.72	16.25
2	4.2(b)	Money Handling: Less than \$2000 per week	\$14.44 per week	15.10	15.71	16.24
3	4.2(c)	Money Handling: More than \$2000 per week	\$20.88 per week	21.84	22.71	23.49
		Freezer Allowance Drivers	\$15.21 per week	15.91	16.55	17.11
		Freezer Allowance Storepersons 10-19 ordinary hours per week	\$20.95 per week	21.91	22.79	23.57
		Freezer Allowance Storepersons 20-29 ordinary hours per week	\$35.09 per week	36.70	38.17	39.47
		Freezer Allowance Storepersons 30-38 ordinary hours per week	\$49.82 per week	52.11	54.20	56.04
4	4.2(d)	Meal Allowance First	\$15.13 per occasion	15.83	16.46	17.02
		Meal Allowance Subsequent	\$15.13 per occasion	15.83	16.46	17.02
5	4.2(d)	Overnight Allowance	\$72.19 per occasion	75.51	78.53	81.20
6	4.2(e)	Leading Hand Allowance 3-10 Employees	\$36.13 per week	37.79	39.30	40.64
		Leading Hand Allowance 11-20 Employees	\$55.20 per week	57.74	60.05	62.09
		Leading Hand Allowance Over 20 Employees	\$70.94 per week	74.20	77.17	79.80
7	4.2(g)	Sales Driver Allowance	\$14.49 per occasion	15.16	15.76	16.30

APPENDIX C: CLASSIFICATIONS

ADMINISTRATION STRUCTURE

Administration Specialist Level 1

Employees in this level perform the role of a Customer Service Representative. They may also be accountable for clerical and office tasks as directed within the skill levels set out. They work within established routines, methods and procedures. Supervision is routine or direct dependent on the level of work experience of the employee.

(i) Machine Operation

- Operator telephone/intercom systems (eg: Commander type), answering machines, fax machines, photocopiers, guillotines, calculator and adding machines, paging system.

(ii) Computer

- Use of keyboard and basic menu-driven options and functions keys to enter, retrieve and print data; use printer.
- Use of safe and correct opening and closing down procedures.

(iii) Information Handling

- Receive, sort, open, distribute incoming mail, process outgoing mail, received incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate locations;
- Work with established filing/records system in accordance with set procedures including creating and indexing new files, distributing files/publications within the organisation;
- Prepare and collate documents, take telephone messages;
- Transcribe information into records, sort and file documents/records accurately in correct locations/sequence using an established filing system.

(iv) Enterprise/Industry Knowledge

- Acquire and apply a limited knowledge of office procedures and requirements.
- Relay internal information.

(v) Business/Financial

- Sort, process and record original source financial documents (eg. invoices, cheques, correspondence) on a daily basis.

Employees in this level should also be competent to perform the following tasks/duties or a combination thereof:

- Inputting Sales orders directly into the system
- Selling and potential up-selling of products to existing and potential customers
- Providing supervisor with feedback on customers

Administration Specialist Level 2

Employees in this level perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Level 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures. Supervision is general.

Technical Skills:

(i) Machine Operation

- Operate switchboard (PABX system)

(ii) Keyboard Typing

- Produce documents using standard formats at 25wpm with 98% accuracy.

(iii) Computer

- Manipulate previously created data bases, spreadsheets/worksheets; calculate alphanumerical and related information to perform routine tasks and generate simple reports.

(iv) Word Processing

- Produce simple and routine documents using keyboard skills within designated timeframes.

(v) Information Handling

- Maintain mail register and records.
- Use and maintain established filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations.

(vi) Enterprise/Industry Knowledge

- Acquire and apply a working knowledge of office or sectional operating procedures and requirements.
- Interpret and action information supplied.
- Acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or direct inquiries, greet visitors.

(vii) Business/Financial Skills

- Assist in the maintenance of financial records and journals, including checks and authorisation. Maintain and record petty cash, prepare bank deposits and withdrawals banking. Check time and wage records.

Administration Specialist Level 3

Employees in this level perform clerical and officer tasks using a more extensive range of skills and knowledge at a level higher than required in Level 2.

They are responsible and accountable for their own work, which is performed within established guidelines, they exercise limited discretion within the range of their skill and knowledge. Supervision is limited.

Employees holding a Certificate of Office and Secretarial Studies (TAFE) or accredited equivalent who are required to exercise any one or more of the skill levels described in this Level shall be classified at Level 3 or above.

Technical Skills:

(i) Machine Operation

- Operate computerised radio telephone equipment, dictaphone equipment or other equipment of equal complexity.

(ii) Computer

- Use one or more software packages developed to operate and populate a database, spreadsheet/worksheet to achieve desired results; graph previously prepared spreadsheet; use simple menu utilities.
- Following standard procedures to template for the preceding functions using existing models/fields of information.
- Create, maintain and generate simple reports.

(iii) Keyboard Typing

- Accurately produce documents and correspondence using knowledge of standard formats, touch type, audio type within established procedures.
- Copy type at 40 wpm with 98% accuracy.

(iv) Word Processing

- Use one or more software packages to create format, edit, proof read, spell check, print and save text documents, eg: standard correspondence and business documents.
- Apply additional functions such as search and replace, variable fonts, moving and merging across documents and simple mathematics.

(v) Information Handling

- Oversee record management systems including review and analysis.

(vi) Enterprise/Industry Knowledge

- Apply a working knowledge of the organisation's product/services, functions, locations and clients.
- Respond to and act upon most internal/external inquiries in own function area.

(vii) Business/Financial

- Maintain financial records and journals, maintain payroll records; prepare accounts payable for payment.

(viii) Secretarial

- Take shorthand notes at 80wpm and transcribe with 98% accuracy to required standard.
- Arrange travel bookings and itineraries, make appointments.

Administration Specialist Level 4

This level is for those employees performing senior or supervisory duties. It is available only as a position within the company becomes available.

WAREHOUSE STRUCTURE

Foodservice Storeperson Level 1

This is a probationary level over a period of 6 months. An employee who is recruited into the Company at this level performs basic warehouse duties under direct supervision and receives detailed instructions.

Indicative tasks in which an employee must demonstrate proficiency in order to proceed to the next level are:

- Undertake induction training (including numeracy and literacy testing);
- Understand and perform all warehouse housekeeping duties;
- Basic receivals functions (ie checking receipts, manually breaking down pallets and loading and unloading trailers using ride on pallet lifter, and other relevant equipment);
- Order Picking to the required speed and accuracy using ride on pallet lifter, and other relevant equipment;
- Accurately picking and scanning items confirming quantities picked and random weights recorded using RF scanning technology
- Staging orders into correct staging locations in designated temperature chambers;
- Understand and effectively work with warehouse paperwork and conform to Company procedures;

- Understand and conform to all warehouse safety regulations; and
- Understand product use by and sell by codes and demonstrate proficiency with code rotation.

Foodservice Storeperson Level 2

In addition to all competencies of level 1, employees at this level must hold a current nationally recognised certificate of forklift competency, with reach truck experience.

Indicative tasks at this level may include:

- The accurate put-away and replenishment of products into reserve and pick locations using RF scanning technology.
- Assist with training of lower level employees as required.

An employee working at this level must be prepared to undertake training in National Warehouse Competency Standards to ASF Level 1.

An employee at this grade performs work above and beyond the skills of an employee at Storeperson 2 level and to the level of training for this grade including certification where relevant. Progression to the next level is dependent on a job at that level being available.

Foodservice Storeperson Level 3

The employee must be prepared to undertake the following tasks:

- Understand and be proficient with Warehouse software systems with particular regard to receivals, put-away, replenishments, picking and returned stock systems;
- Complete National Warehouse and Distribution Competency Standards to ASF Level 1 and nominated units from Level 2; and
- Assist with training of lower Level employees as required.

An employee at this grade performs work above and beyond the skills of an employee at Storeperson 3 level and to the level of training for this grade including certification where relevant. Progression to the next level is dependent on a job at that level being available.

Foodservice Storeperson Level 4

An employee recruited to level 4 will have successfully completed and be prepared to undertake all the tasks of level 3. In addition, the employee must then be prepared and authorised to undertake the following tasks:

- Effectively operate Double Reach Trucks as required for Receiving Replenishment and picking functions;
- Understand in detail warehouse computer and RF systems;

- Be proficient with all aspects of RF scanning technology in picking, receiving, stock enquiries and despatch
- Fully train new and existing employees in all aspects of picking and receiving using WMS
- Be prepared to undertake National Warehouse and Distribution Competency Standards to ASF Level 2; and
- Assist with the training of lower Level employees as required.

TRANSPORT STRUCTURE

Regardless of classification grade, the following responsibilities are expected to be performed.

- Deliver products to our customers as per invoice requirements
- To obtain payments from customers as and when requested
- Responsible for all monies collected
- Reconcile cash sales daily and raise credit notes when required
- To undertake all duties in a safe, responsible and courteous manner
- Understanding of OH&S requirements in respect to injury prevention, treatment and rehabilitation
- Practice safe and correct manual handling
- Responsible for correct presentation of paperwork as per company procedures/requirements, including things such as HACCP, BFM, Credits, etc.
- Understand the company's and individuals responsibility with regard to food handling
- Must adhere to vehicle maintenance policy
- Vehicle maintenance
 - Check oil, water and tyres on a daily basis
 - Refuel vehicle at end of each day
 - Ensure cabin is clean and tidy at all times
 - Report all defects, damages, etc. to Transport Supervisor immediately, and in accordance with Company procedure.
- Attend meetings as required
- Communicate with Sales/Accounts staff regarding any customer problems
- Follow established procedures for conflict resolution and grievances with customers – do not become involved, refer to relevant Manager

- Wear clean uniform as provided, be neat and tidy in appearance
- Report competitor activity and sales opportunities
- General store duties when required, including stocktakes
- Be prepared to work flexible hours
- Report all short dated and damaged goods to relevant manager

Foodservice Delivery Driver Level 1

This level covers the following classifications:

- All employees on their probationary/qualifying period
- Driver's assistant (Jockey) - any worker who accompanies the driver to assist in loading, unloading or delivering;
- Loaders – any worker engaged mainly in loading and unloading any goods, wares, merchandise or materials on or to or from any vehicle
- Yard person - all adult workers, not otherwise specified, employed in or in connection with the yard
- Driving a Vehicle not exceeding 4.5 tonnes GVM

Foodservice Delivery Driver Level 2

This level covers the following classifications:

- Driving a 2 Axle rigid vehicle or any other rigid vehicle exceeding 4.5 tonnes GVM, but not exceeding 13.9 tonnes GVM (unless by special permit or registration such vehicle may be up to 16.5 tonnes GVM).

Foodservice Delivery Driver Level 3

This level covers the following classifications:

- Driving a 3 Axle rigid vehicle exceeding 13.9 tonnes GVM. Subject to above, driving a two axle vehicle exceeding 13.9 tonnes.

Foodservice Delivery Driver Level 4

This level covers the following classification:

- Driver of a rigid vehicle with 4 or more axles and a GVM exceeding 13.9 tonnes
- Transport Supervisors

Definitions:

In the above classifications;

“Capacity” means the maximum load the vehicle is permitted to carry in accordance with the licence issued in connection with it under the Traffic Act: provided that where the vehicle is not so licensed, *“capacity”* will mean the capacity attributed to the vehicle by the maker or seller of it;

“Gross vehicle mass” or *“GVM”* means the maximum permissible mass (whether described as the gross vehicle mass or otherwise) for the motor vehicle and its load (including any trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the corresponding authority of another state or territory or that is required by law to be painted or displayed on the motor vehicle

“Driver’s assistant” means and includes any worker who accompanies the driver to assist in loading, unloading or delivering.

“Loaders” shall mean and include all workers engaged mainly in loading and unloading any goods, wares, merchandise or materials on or to or from any vehicle.

“Yardperson” will include all adult workers, not otherwise specified, employed in or in connection with the yard.

APPENDIX D: SIGNATORIES

FOR AND ON BEHALF OF PFD FOOD SERVICES PTY LIMITED:

WARREN CRUSE NATIONAL ER MANAGER
(Name) (Position)

Warren Cruse
(Signature)

In the presence of:

Chee Young HR Manager
(Witness Name) (Witness Position)

Chee Young
(Witness Signature)

FOR AND ON BEHALF OF THE EMPLOYEES Transport Workers Union of Australia:

Nick McIntosh Assistant National Secretary
(Name) (Position)

Nick McIntosh
(Signature)

In the presence of:

Lorraine Biviano Coordinator - Legal, Industrial
(Witness Name) (Witness Position)

Lorraine Biviano
(Witness Signature)

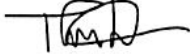
FOR AND ON BEHALF OF THE EMPLOYEES Transport Workers Union (WA Branch):

Timothy Dawson

Branch Secretary

(Name)

(Position)



(Signature)

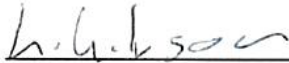
In the presence of:

Luke Gibson

Industrial Officer

(Witness Name)

(Witness Position)



(Witness Signature)