Application for approval of the PFD Food Services (Townsville) Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the PFD Food Services (Townsville) Enterprise Agreement 2019 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by PFD Food Services Pty Ltd (the Applicant). The Agreement is a single enterprise agreement.

[2] Mr Stephen Baker, Queensland Branch Secretary of The Australian Workers’ Union (AWU), lodged a Form F18 statutory declaration giving notice under s.183 of the Act that the AWU wants the Agreement to cover it.

[3] Subject to matters that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[4] As noted, pursuant to s.190(3), I have accepted undertakings from the employer. In accordance with ss.191(1) and 201(3) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings is attached to the Agreement and as Annexure A to this Decision.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 May 2020. The nominal expiry date of the Agreement is 31 August 2023.
COMMISSIONER

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<AE507935 PR718710>
Annexure A.

IN THE FAIR WORK COMMISSION

Matter number: AG2020/952

Application: Section 185 – Application for approval of a single enterprise agreement, namely the PFD Food Services (Townsville) Enterprise Agreement 2019 (Agreement)

Authorised representative: Warren Cruse

Undertaking - Section 180

For and on behalf of the Employer I, Warren Cruse:

1. declare that I have:
   a. authority to give this undertaking on behalf of the Employer,
   b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,

2. understand that each undertaking is to be taken to be a term of the Agreement,

3. give the following undertaking/s with respect to the Agreement.

   a. With respect to Clause 3.2(c) – Casual employees:
      All Casual employees will be paid the casual loading as outlined in Clause 3.2(c)(iv), as well as the relevant shift allowance as outlined in Clause 5.5.

   b. With respect to Clause 3.4 – Junior Employees:
      The percentage referred to in this clause shall relate to the percentage of the Agreement rate of pay, not the relevant Award.

   c. With respect to Clause 4.1(b) – Trainees
      The Employer will conduct a reconciliation every week, for all Trainees, to establish what the employees are paid under the Agreement when compared to what they would have been paid under the relevant Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.
d. With respect to Clause 4.2 – Allowances

The Employer will conduct a reconciliation every week, on all allowances, to establish what the employees are paid under the Agreement when compared to what they would have been paid under the relevant Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.

e. With respect to Clause 4.3 – Mixed Functions

The Employer will conduct a reconciliation every week, for all employee who are performing work at a higher classification, to establish what the employees are paid under the Agreement when compared to what they would have been paid under the relevant Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.

f. With respect to clause 5.1 – Ordinary hours:

The Employer will conduct a reconciliation every week, on hours of work, to establish what the employees are paid under the Agreement when compared to what they would have been paid under the relevant Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.

g. With respect to Clause 5.3(c)(ii) – Time of in-lieu of overtime

All time off in-lieu of overtime shall accrue at the equivalent overtime rate.

h. With respect to Clause 5.4 – Sunday Work:

The Employer undertakes that for all ordinary time worked on Sunday, employees will be paid at the rate of 200%.

i. With respect to Clause 5.4 – Saturday Work

The Employer will conduct a reconciliation every week, on all Saturday hours worked, to establish what the employees are paid under the Agreement when compared to what they would have been paid under the relevant Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.

j. With respect to Clause 5.5 - Shift Work:

The Employer will conduct a reconciliation every week, on all shift work, to establish what the employees are paid under the Agreement when compared to what they would have been paid under the relevant Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.

Typographical errors

k. With respect to Clause 3.2(b)(v) - should read:

Overtime rates apply to work in excess of the hours agreed in clause 3.2(b), except that where there is mutual agreement to vary those hours up to a
maximum of 8 ordinary hours per day or 38 ordinary hours per week, additional hours up to those maxima will be paid at ordinary rates.

j. With respect to Clause 5.3(a)(iii) – should read:

Subject to clause 6.9(c), all overtime hours worked a Public Holiday shall be paid at the rate of 250%.

<table>
<thead>
<tr>
<th>Date signed:</th>
<th>28 April 2020</th>
</tr>
</thead>
</table>
| For and on behalf of the Employer by: | Warren Cruse
National Employee Relations Manager |
| [In accordance with s.190(5) of the FW Act] | |
| Signature: | [Signature] |
| Witness name: | Chee Yoong |
| Witness signature: | [Signature] |
Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

PFD Food Services (Townsville)
Enterprise Agreement 2019
1. PART 1 APPLICATION AND OPERATION OF AGREEMENT

1.1 AGREEMENT TITLE

The title of this Agreement shall be the 'PFD Food Services (Townsville) Enterprise Agreement 2019', 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 of complying with anti-discrimination legislation 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 state or federal legislation, including the Anti-Discrimination Act 1991; and
   (ii) an employee, Company or registered organisation, pursuing the matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland (ADCQ).

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) “Day Worker” shall mean an employee who is engaged in accordance with the day work provisions of clause 5.1 of this Agreement.

(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) and who is not a casual employee.

(k) "Salaried Employee" shall mean an employee who works in accordance with 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 Australian Workers' Union, Queensland Branch ("AWU").

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 31st August 2023. The parties agree to commence renegotiations for a replacement Agreement within six months of its nominal expiry date.

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, customer service 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 branch located at Townsville.

1.7 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) the AWU.

1.8 RELATIONSHIP TO PREVIOUS AWARDS AND AGREEMENTS & 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.
In addition, this Agreement operates to the exclusion of any other applicable awards.

1.9 AGREEMENT OBJECTIVES

(a) Savings provisions

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

(b) Commitment to Job Security

As part of its commitment to employee job security and training, the Company will offer work to employees wherever possible before that work is contracted out. However, 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 consultation system 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 areas of their work.

1.10 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) In achieving the above objectives, the parties recognise the importance, of:

(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 that 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 the 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, DISPUTE RESOLUTION AND FLEXIBILITY**

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:

(1) the introduction of the change; and

(2) the effect the change is likely to have on the employees; and

(3) 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:

(1) all relevant information about the change including the nature of the change proposed; and

(2) information about the expected effects of the change on the employees; and

(3) 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:
(1) all relevant information about the change, including the nature of the change; and

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

(3) 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 (1).

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 following manner:

(i) The matter shall first be discussed between the employee and their supervisor.

(ii) The employee/s concerned may choose a representative, which can include the union, to discuss the matter with the appropriate officer of the Company.

(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 at clause 2.2(a)(iv), it may be submitted by the employee, the employee’s representative, which can include the union, or the Company to a member of FWC for mediation or conciliation. If the dispute cannot be resolved by mediation/conciliation, by arbitration.

(vi) At any stage during this process, employees may appoint a representative, including an official of the union, to act on their behalf. The Company should be notified of this appointment.

(b) Until the matter is determined, the status quo will prevail.
In order to facilitate the procedure above:

(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.

Subject to relevant provisions of the *Work Health and Safety Act 2011*, 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 in accordance with the right of entry provisions of the *Fair Work Act 2009*. Nothing in the preceding clause shall limit the ability of union representatives to come on site upon request of an employee under the dispute settlement procedure set out in clause 2.2.

(b) Accredited union representatives may also come on site for the purpose of talking with new employees upon completion of their induction into the Company.

(c) The Company will provide a noticeboard for the posting of Union notices and a copy of the Agreement.

(d) The Company shall provide a deduction facility for union membership fees as long as the union provides means for monthly electronic (EFT) remittances.

(e) 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 Delegates’ 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 five days paid leave in any one calendar year; and
(iv) Leave under this clause will be granted subject to the Company being given at least two week’s 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.

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 full-time and part-time 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 regarding 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 who 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 or wilful 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.

(g) Where an employee who performs leading hand or supervisory duties has received two written warnings in accordance with sub-clause 2.4(d), the Company may reclassify the employee, without the employee’s consent, to a lower position within their skill set that does not impose those additional leading hand or supervisory responsibilities and pay the applicable lower rate of pay from the commencement of the first full pay period following the employee’s reclassification.

2.5 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

(a) An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(i) it is solely at the employees’ written request: and

(ii) is for the purpose of family or personal reasons, or in relation to requests for flexible working arrangements under section 65 of the National Employment Standards.

(iii) it deals with the following matter:

a) arrangements about when work is performed;

(iv) it meets the genuine needs of the employer and employee in relation to the matter mentioned in paragraph (c); and

(v) it 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 Act; and

(ii) are not unlawful terms under section 194 of the Act; and
(iii) result in the employee being better off overall than the employee would be if no arrangement was made.

   a) The employer must ensure that the individual flexibility arrangement:

   (iv) is in writing; and

   (v) includes the name of the employer and employee; and

   (vi) 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

   (vii) 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.

   (c) Any variations to the agreement shall only be at the employees request in writing.

   (d) The employer must give the employee a copy of the individual flexibility arrangement within 7 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.

   (f) At any stage during this process, employees may appoint a representative to act on their behalf.
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 regular weekly hours subject to:

   (i) A maximum of 38 ordinary hours per week;
   (ii) A minimum of 15 ordinary hours per week, or a lesser amount if requested by the employee;
   (iii) A minimum of 4 ordinary hours per shift;
   (iv) A maximum of 5 separate attendances per week to be classified as ordinary hours;
   (v) Overtime rates apply to work in excess of the hours agreed in clause 3.2(b)(v), except that where there is mutual agreement to vary those hours up to a maximum of 8 ordinary hours per day or 38 ordinary hours per week, additional hours up to those maxima will be paid at ordinary rates.
   (vi) Accrual of all leave entitlements on a pro-rata basis in accordance with the employee’s ordinary hours of work.

(c) 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 25% loading on all ordinary hours worked.

(d) 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) Casual employees working regular and systematic hours will be offered permanent employment after twelve (12) months. Nothing will require the employee to accept the offer of permanent employment and a casual employee will not be converted to a permanent employee unless by their written agreement. The above is subject to ongoing work being available.

(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) 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 shall apply the same time apportionment 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 that 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 deskillling;

(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:
I. in the case of Drivers, transferring between various runs as required by the Company without restriction; and

II. 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;

(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; and

(vii) 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 employee" shall mean any employee under 18 years of age, receiving less than the minimum wage prescribed for adult employees.

(b) **Junior rates of pay**

The wage rates for junior employees shall be the appropriate percentage of the weekly wage of an adult employee, as follows:

<table>
<thead>
<tr>
<th>Percentage of rate for adult employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 Years of Age</td>
</tr>
<tr>
<td>70%</td>
</tr>
<tr>
<td>17 Year of Age</td>
</tr>
<tr>
<td>80%</td>
</tr>
</tbody>
</table>

And thereafter the minimum rates prescribed for adults. Where a junior employee is required to drive a motor vehicle and is in sole charge of that vehicle, the employee must be paid the adult rate assigned to the classification level that the employee is required to perform.

(c) **Proportions of juniors**

The proportion of junior employees covered by this Agreement shall not exceed one junior to one adult employee.

Not more than one junior shall be employed in establishments where there are no adult employees.

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. The Company may, at the Company's option, make payment of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates in lieu of notice.

(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 sub-clause 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 for reasons of redundancy, 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) Notice or wages in lieu of notice as per scale in sub-clause 3.6(a)(i);
(ii) an additional one week’s notice or pay in lieu of notice for employees over 45 years of age;
(iii) four weeks’ redundancy pay for each completed year of service or pro-rata payment for part years of service after the first year, up to a maximum of 52 weeks;
(iv) all accrued annual leave and leave loading (except for those on an annualised salary who do not receive the leave loading);
(v) the current number (at the relevant time) of sick leave hours accrued for five years prior to the approval of this Agreement;
(vi) pro-rata long service leave upon completion of five year’s service in accordance with the relevant QLD long service leave legislation;
(vii) all superannuation to be paid out as per the relevant trust deed or deeds; and
(viii) an itemised redundancy statement outlining the above, no later than three days before separation.

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 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:-

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but less than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but less than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

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

(ii) In addition to the notice in sub-clause 3.6(a)(i), employees over 45 years of age at the time of notice and with two years continuous service or more shall be entitled to an additional week's notice.

(iii) Provided that where the Company has given notice of termination, an employee other than a Casual Employee, on request, shall be granted an unpaid leave of absence of 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 by the Company. 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) 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) Casual Employees may be terminated on one hour's notice at any time.

(vii) 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 122 and 123 of the Act (that relates to employees engaged for a specified time or a specified task, summary dismissal, casual employment, apprentices and trainees, and transfer of business).

(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 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 to the national training wage rates applicable from the date of commencement of the 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. Minimum wage rates and allowances will be increased as follows during the term of this Agreement:

(i) An increase of 2.3% from the first full pay period to commence on or after 1st September 2019; and

(ii) A further increase of 2.3% from the first full pay period to commence on or after 1st September 2020; and

(iii) A further increase of 2.3% from the first full pay period to commence on or after 1st September 2021.

(iv) A further increase of 2.3% from the first full pay period to commence on or after 1st September 2022.

(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 components will 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 work related allowances, loadings, or 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 penalties or loadings provided by this Agreement.

(v) Annualised salary reviews will normally take place every 12 months, or whenever significant changes in business occur which may impact on the overall operation of the site.

(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 once annually to ensure employees are better off overall. If the review determines that the employee is not better off overall, the employee can elect to take the additional hours worked as time off in lieu on an hour for hour basis. Employees may also wish to cash in their additional hours worked at ordinary time rates.

(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. The Company may also determine that the annualised wage arrangement should be cancelled.

(viii) Annualised salary reviews may result in the employee being paid either:

I. the percentage increase provided in clause 4.1(c) or

II. 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, penalties 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 shall be indexed along with wages over the life of the Agreement.

(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 on all ordinary hours of work as set out in Appendix B: Allowances.

(d) **Meal Allowance**

Employees who are required to work overtime for any period in excess of two hours after the completion of their ordinary hours of work for the shift shall be paid a meal 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) Subject to clause 4.1(d)(iii), 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 in this clause may be varied at any time by Agreement between the Union and the Company. At no time will the Company hold more than two days in hand.

(b) The Company will pay employees by direct deposit to the employee’s personal account by electronic funds transfer.

(c) Notwithstanding the above arrangements, employees on an annualised 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) Any employee working in an area at an artificially reduced temperature of less than minus 20 degrees Celsius for more than 10 hours per week shall be paid an allowance as set out in Appendix B: Allowances.

(iv) Employees working in the 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. Employees may be directed to perform duties during this warming time - it is not considered to be a rest period for the employee.

(v) Upon termination of employment, an employee shall be required to return to the Company the articles last issued to him or her.

4.6 SUPERANNUATION


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.

(iii) Should the PFD default Superannuation Fund change for whatever reason, PFD undertakes that the successor will be an approved MySuper 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 in addition to the amounts being paid by the Company, may 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

(i) Full-time employees shall be employed on the basis that the ordinary working hours for day workers will be 38 per week, to be worked continuously except for meal breaks, Monday to Saturday between the hours of 5:00am to 6:00pm.

(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 only 5-day rosters for full-time employees shall be Monday to Friday, Tuesday to Saturday or Sunday to Thursday as part of a shift roster.

(iv) 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.

(v) Following discussions and agreement between the parties to this Agreement, an employee or group of employees 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. In particular, by mutual agreement, the parties may agree to a starting time of 4:00am without penalties applying.

(vi) By agreement between the parties and the employees concerned, ordinary hours not exceeding ten (10) 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:

D 38 per week; or

E 76 in 14 consecutive days; or

F 114 in 21 consecutive days; or

G 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 who are 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) Five equal days;

(ii) 4 equal days and one short day;

(iii) 4 days; or

(iv) Any other method as agreed to by the employee and the company.

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 to ensure that full production is 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:

1. An employee rostered to work six hours or less on any day may request not to be rostered for a break for a meal (subject to any fatigue management laws);
II. Scheduled meal breaks may be altered if it is necessary in order to meet a requirement for continuity of operations; and

III. The Company may stagger meal breaks to meet operational requirements.

(b) Rest pauses

(i) A rest pause of 10 minutes either in the first or last part of the shift shall be allowed for each employee.

(ii) 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.

(iii) Rest pauses shall be counted as time worked and shall be paid for as such.

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 on Sunday shall be paid at the rate of 200%.

(iii) Subject to clause 6.6(c), 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 overtime at the hours required by the Company on Saturday, Sunday or Public Holidays shall be paid a minimum of four hours at the appropriate rates 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 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 arranged so that employees have at least 10 consecutive hours off duty before the work on 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 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 (TOIL) of overtime worked**

Where an employee works overtime, the employee and the Company may, by mutual agreement, allow the employee to be released from duty, 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 initiates to take any period(s) of time off in lieu of overtime payment and this is subsequently approved by the relevant Manager, such time off shall be with pay at the ordinary rate and shall equate to the number of overtime hours worked (i.e. hour TOIL for hour worked);

(iii) Where an Employee agrees to work overtime at the request and approval of the Employer, and the parties agree for the overtime worked to be taken as time off in lieu, such time off shall be with pay at the ordinary rate and shall accrue at the equivalent overtime rate (i.e. 1 overtime hour worked on a Sunday equals 2 hours of TOIL, and 1 overtime hour worked on a Saturday equals 1.5 hours of TOIL.)

### 5.4 SATURDAY AND SUNDAY WORK

(a) All ordinary hours worked on Saturday shall attract a penalty rate of 25%.

(b) These rates will be paid in lieu of any shift allowance prescribed in this Agreement.

(c) All work to be performed on Saturday and Sunday shall only 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 of the shifts defined in this sub-clause shall, in addition to their ordinary rates of pay, be paid allowances as per the following:
(i) Morning shift (15%)

(ii) Afternoon shift (15%)

(iii) Night shift (25%)

(b) For the purpose of this sub-clause

(i) Morning shift shall mean a rostered shift starting between 1.00am and before 4:00am. [Note, if an employee commences ordinary hours between 1.00am and before 4.00am and finishes ordinary hours before 9.00am, it is still classified as a morning shift];

(ii) Afternoon shift shall mean a rostered shift ending after 8.00pm and at or before 12.00am midnight.

(iii) Night shift shall mean a rostered shift ending after 12.00am midnight and at or before 9:00am.

(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) Employees wishing to start up to 1 hour before 5:00am may do so upon request to and approval by their supervisor. 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 but the day on which the shift ends is not 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 general

(i) Annual leave will be in accordance with the NES (ie: four weeks of paid annual leave for full-time employees per year of service). Annual leave accrues progressively according to an employee's ordinary hours of work and accumulates from year to 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:

I. Annual leave shall be given and taken either in one consecutive period or two periods which shall be of three weeks and one week respectively, or if the employee and the Company so agree, three or more separate periods.

II. 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.

III. 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.

IV. 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 2 weeks where reasonable, including the option 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 offered to take leave in advance in this circumstance, the employee may choose to accept this offer, or take the leave as leave without pay (LWOP). In addition, an Employee cannot be required to repay that period of annual leave in advance on termination.
V. 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.

(b) **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 balance of four (4) weeks after the cashing out has been effected, to be eligible to cash out their annual leave entitlements.

(iii) Applications for the cashing out of annual leave must be submitted in writing on the appropriate form to the employee’s supervisor or manager for approval.

(c) **Taking of annual leave**

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

(d) **Leave Loading**

(i) Annual leave loading shall be payable on all accrued annual leave entitlements at a rate of 17.50%;

(ii) An employee who would have worked shift work had they not been on annual leave shall be entitled to leave loading equivalent to 17.50% or the shift loading, whichever is the greater but not both.

(e) **Shiftworkers**

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.

6.2 **PERSONAL/CARER’S LEAVE**

(a) Personal/Carer’s leave is provided in accordance with the NES and the terms within. Full-time employees shall be entitled to accrue up to 10 days personal/carer’s leave per year of service (up to 76 hours). 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.
Personal/Carer’s leave accrues progressively according to an employee’s ordinary hours of work and accumulates from year to year.

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 a personal illness or personal injury shall be entitled to take accrued personal leave paid at ordinary rate of pay (at Appendix A) 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 an absence due to personal/carer’s leave, 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 absence.

III. Notification of absence due to personal/carer’s leave shall be done by a personal phone call 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 or a gazetted holiday, or after 3 single days in any 12 month period.

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:

I. 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

II. 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.

(e) **Sick Leave Bonus**

An employee who has been with the Company for twelve months or more, shall be entitled to a bonus on the following terms:
(i) If an employee does not take any personal leave for the year running from September to August, they shall be entitled to a bonus of $500;

(ii) If an employee takes one day personal leave for the year running from September to August, they shall be entitled to a bonus of $300;

(iii) If an employee takes two days personal leave for the year running from September to August, they shall be entitled to a bonus of $150.

6.5 COMPASSIONATE LEAVE
(a) Compassionate leave shall be in accordance with the NES (ie: two days of paid leave for permanent employees per permissible occasion).

(b) Compassionate leave may be taken in conjunction with other leave available under this Agreement.

(c) The relevant General Manager, in concert with the HR Director, may exercise discretion in the granting of additional compassionate leave.

(d) Casual employees are entitled to two days unpaid compassionate leave per each permissible occasion.

6.6 FAMILY AND DOMESTIC VIOLENCE LEAVE
Leave to deal with Family and Domestic Violence is in accordance with the NES.

6.7 PARENTAL LEAVE
Parental leave shall be in accordance with the NES.

6.8 LONG SERVICE LEAVE
Long Service Leave shall be in accordance with the NES.

6.9 PUBLIC HOLIDAYS
(a) The following days shall be public holidays for the purpose of this Agreement,
New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day - April 25, Queens Birthday, Labour Day, Christmas Day – December 25, Boxing Day and/or any other day or part day as gazetted or substituted by the 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.

(c) All time worked on Christmas Day, Good Friday and ANZAC Day shall be paid for at the rate of 300%. All time worked on other days shall be paid for at the rate of 250%.

(d) 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.

(e) An employee absent without leave or reasonable excuse on the working day before a prescribed public holiday, or the working day after such holiday must provide a medical certificate or a statutory declaration containing the reason for such absence.

(f) 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.

(g) 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.

(h) For the purposes of classifying shifts that are rostered to start on one day and end on another day, 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 but the day on which the shift ends is not a Public Holiday, the employee will not be entitled to any Public holiday benefits for that entire shift.

6.10 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. Hot water shall be provided at meal times.

8.2 **OCCUPATIONAL HEALTH AND SAFETY**

The Company and employees shall abide by the *Work Health and Safety Act 2011*, or its successor and any relevant Regulations and the 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 must 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 AND FORKLIFT LICENSES**

In order to ensure that the Company exercises its duty of care to ensure all its employees with driving or forklift responsibilities are driving with a valid driving or forklift 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 or forklift licenses. The Company shall not seek any information other than whether the license is valid.
9. **PART 9 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

<table>
<thead>
<tr>
<th>Classification</th>
<th>$ Current Rates PER HOUR</th>
<th>$ ffpp 1 September 2019 (+ 2.3%)</th>
<th>$ ffpp 1 September 2020 (+2.3%)</th>
<th>$ ffpp 1 September 2021 (+2.3%)</th>
<th>$ ffpp 1 September 2022 (+2.3%)</th>
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# APPENDIX B: ALLOWANCES

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<th>Current Rate ffpp 1 September 2018</th>
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APPENDIX C: CLASSIFICATIONS

ADMINISTRATION STRUCTURE

Administration/Retail Level 1
Employees in this level perform the role of a Customer Service Representative or Shop Assistant. 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, receive 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/Retail 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 cheques and authorisation. Maintain and record petty cash, prepare bank deposits and withdrawals banking. Check time and wage records.
Administration/Retail 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 qualification 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/Retail Level 4**
This level is for employees capable of all duties of a Level 3 employee, but who also perform additional duties of leading hand, senior administrator or relief manager, HACCP accreditation or other relevant duties as determined by the Administration or Branch Manager.

**Administration/Retail Level 5**
This level is for Administration or Customer Service Supervisors and is only available as a position within the company becomes available.
WAREHOUSE STRUCTURE

Storeperson Level 1

Point of Entry

- New Employee – Trainee Level.
- Casual Employees
- Agreement/acceptance of Company’s standard Conditions of Employment.
- Appraisal to take place during and after probationary period with Warehouse Manager/Leading Hand.
- Attendance at appropriate Company training.
- To commence as a ‘casual’ for a six month probationary period.
- Movement to part-time or full-time employment will be subject to an existing vacancy and company policies.

Skills/Duties

- Able to fulfil induction training.
- On successful period of induction/training, the person must be able to safely operate electrical pallet transporters, conveyors, stretch wrapping machine, or any other equipment for which no license is required.
- Ability to carry out routine inspection and maintenance of such equipment.
- Ability to work in a team environment, relative to Company’s operation(s).
- Ability to communicate and work with fellow employees/customers in the desired manner.
- Ability to assist new employees.
- Ability to perform the following duties:
  - Accurately selecting goods to an order/instruction subject to specific requirements.
  - Storing and packing goods and materials in accordance with appropriate procedures/regulations, which will include dunnaging and/or stretch wrapping of product and correct identification of completed unit.
  - Reported damaged product or equipment to Leading Hand/Supervisor.
  - Work as directed by Leading Hand/Supervisor.

Responsibilities

- Compliance with the Company’s Quality Assurance Programme to this level as specified in the Quality Assurance manual after appropriate training.
- Willing to perform duties in a team environment and/or under supervision.
- To use care and diligence to maintain integrity and condition of goods in warehouse and Company equipment at all times.
- Carry out general housekeeping to ensure that workplace is maintained in a safe and clean condition.
- Responsible for the quality of own work.
- To be fully conversant and ready to comply with the Company’s emergency and evacuation procedures after appropriate training.
Promotional Criteria
Whilst training for a higher position employees will be paid at this existing classification. An employee remains at this level until capable of effectively performing the tasks of the next classification through assessment and/or appropriate certification where relevant.

Assessment to be carried out by Warehouse Manager and Leading Hand in conjunction with a recognised certified assessor where applicable.

Storeperson Level 2
Points of Entry
• Storeworker Grade 1
• Proven and demonstrated skills (including as relevant, appropriate certification) to the level required by this grade.

Skills/Duties
• Licensed to operate all appropriate materials handling equipment (eg high reach fork truck, counterbalance fork truck, turret truck etc).
• Ability to attend to battery maintenance and recharge procedures relative to all handling equipment batteries after appropriate training.
• VDU Operation – able, under supervision and direction, to use keyboard and screen (or similar) to enable put away and/or retrieval of goods. It is recognised that basic operations may vary.
• Ability to assist in warehouse layout of product.
• Responsible for unloading vehicles.
  - Signing for product received.
• Responsible for movement of product within the store which could include:
  - positioning product in correct location for storage.
  - retrieving product and placing on floor/dock for despatch.
  - relocation of product within store.
  - locating product in correct area for stretch wrapping etc.
• Correct processing of received documentation which will include:
  - taking records of product.
  - verifying accurate counting of quantities received.
  - verifying production dates.
  - verifying product description.
• Ability to assist in the training of Grade 1 employees to the next level.

Responsibilities
• Compliance with the Company’s Quality Assurance Programme to this level as specified in the AQA manual after appropriate training.
• Willing to perform duties in a team environment under limited supervision.
Promotional Criteria
Whilst training for a higher position employees will be paid at this existing classification. An employee remains at this level until capable of effectively performing the tasks of the next classification through assessment and/or appropriate certification where relevant.

Assessment to be carried out by Warehouse Manager and Leading Hand and in conjunction with a recognised certified assessor.

Storeperson Level 3
Points of Entry
- Storeworker Grade 2.
- Proven and demonstrated skills (including as relevant, appropriate certification) to the level of “Effective People Skills” (or similar) training as a minimum requirement.

Skills/Duties
- An advanced level of proven interpersonal and communication skills and the ability to use this skill effectively in the workplace.
- Sound working knowledge of all warehousing/store duties performed at levels below this grade.
- Ability to apply and maintain Company records and procedures, including appropriate Occupational Health and Safety Standards, Workplace Health and Safety Act 1995 and Regulations.
- Preparing, checking and recording of goods loaded into containers/vehicles.
- Co-ordinate in a team environment the following:
  - Checking that correct container/vehicle (number) is to be loaded.
  - Checking of correct product to be loaded.
  - Accurate counting of product to be despatched.
  - Checking correct markings are in place on designated product.
  - Checking weight restrictions are adhered to, as defined by Management.
  - Checking damaged product is not loaded.
- Load details are forwarded to Handling Supervisor.
- Recording of container payload and cubic capacity.
- Responsible for outloading procedures:
  - Presentation of appropriate documentation.
  - Obtaining signatories for outgoing product.
  - Double checking quantities loaded for despatch.
- Prepared to be trained in the operation of the following facets of the Company’s EDP/computer system. It is recognised that operations may vary.
  - Processing and printing of inventory reports, stock checking and general enquiries.
  - Inputting despatch data and associated information.
  - These processes would require the knowledge of using the keyboard, mouse, radio frequency, bar-coding etc to efficiently enable a smooth flow of product within the warehouse.
• Ability to assist in training of employees to this level.
• Customer liaison and telephone techniques to aid in the enquiry of customer’s requirements.

Responsibilities
• Compliance with the Company’s Quality Assurance Programme to this level as specified in the AQA Manual after appropriate training.
• Exercise discretion at all times.

Promotional Criteria
Whilst training for a higher position employees will be paid at this existing classification. An employee remains at this level until capable of effectively performing the tasks of the next classification through assessment and/or appropriate certification where relevant.

Assessment is to be carried out by the Warehouse Manager and Leading Hand and in conjunction with a recognised certified assessor.

Storeperson Level 4
Points of Entry
• Storeworker Grade 3
• Sound working knowledge of all facets of store operation.
• Proven and demonstrated communication competencies.

Skills/Duties
• Unsealing, sealing and re-sealing of vehicle loads/containers in and out of warehouse
• During conventional loadouts:
  - Recording of product.
  - Product flow to customers.
  - Collate despatch dockets.
• Maintain an acceptable level of hygiene and cleanliness throughout the warehouse and surrounding compound areas.
• Co-ordination and rotation of warehouse activities (in conjunction with responsible personnel eg. high reach drivers/forklifts).
• Management of materials handling equipment (in conjunction with Warehouse Manager).
• Control of workflow and computer input to attain daily work targets.
  - Distribute load in/out instructions to nominated employees.
  - Clarify unusual consumer/legal requirements during load in/out procedure.
• Control and adherence to the Company’s inventory of pallets, including:
  - pallets leaving the warehouse.
  - pallets received into the warehouse.
• Monitor to ensure maintenance of Company equipment (eg batteries, forklifts etc) is in accordance with accepted systems and procedures.
• Induction of new employees.
• Assist with on the job training.
Responsibilities
- Supervision of the Company’s Occupational Health & Safety policies and procedures with particular regard to safety procedures/duty of car.
- Compliance with the Company’s Quality Assurance Programme to this level as specified in the AQA Manual.

Leading Hand
Point of Entry
- Storeworker Grade 2 or 3 (as may be appropriate).
- At least four years continuous service.
- Proven and demonstrated skills (including as relevant, appropriate certification) to the level of “Effective People Skills”, “Conflict Resolution Skills” (or similar) training as a minimum requirement.
- Current Senior First Aid Certification (if required by Company).
- Vacancy to exist before promotion to this level.

Skills/Duties
- Assisting the Supervisor.
- Full responsibilities for the Supervisor’s role when the Supervisor is absent (with assistance from the Warehouse Manager).
- Back up for stonework during busy periods or when required.
- Maintain an acceptable level of hygiene and cleanliness throughout the warehouse and surrounding compound areas.
- Assist with on the job training.

Responsibilities
- Compliance with Company’s Quality Assurance Programme to this level as specified in the AQA Manual.
- Aid the compilation of Workcover accident/incident reporting/investigation functions within the specified timeframe.
TRANSPORT STRUCTURE
Regardless of Level, the following responsibilities are expected to be performed:

- Deliver products to our customers as per invoice requirements
- Assistance with loading of trucks as required
- 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
- Basic understanding of Occupational Health & Safety 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
- 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
- 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 Operations 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
- Some weekend work may apply if mutually agreed
- Report all short dated and damaged goods to Operations manager
Specific Requirements
Outlined below are the specific levels of Customer Service Drivers, segmented by the size of the truck or van driven. There is flexibility built into Levels 4 and 5 to recognise that some Customer Service Drivers may take on additional leading hand and supervisory responsibilities.

GRADE 1
General Hand, Vehicle Washer and Detailer, Motor Drivers Assistant and Casual Employees.

GRADE 2
Driving a Vehicle not exceeding 4.5 tonnes.

GRADE 3
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 15 tonnes GVM).

GRADE 4
Driving a 3 Axle rigid vehicle exceeding 13.9 tonnes GVM. Subject to above, Driver of a 2 Axle rigid vehicle greater than 13.9 tonne GVM.

Or additional levels of responsibility (i.e Leading Hand type responsibilities) as agreed between the Company and the employee.

GRADE 5
Driving a rigid vehicle with 4 or more axles and a GVM exceeding 13.9 tonnes. Driving a rigid vehicle and heavy trailer combination with 3 axle and a GVM of 22.4 tonnes or less. Driving an articulated vehicle with 3 axles and a GVM of 22.4 tonnes or less.

Additional levels of responsibility (i.e. supervisor type responsibilities) as agreed between the Company and the employee.
Definitions:
In the above classifications:

“Capacity” means the maximum load the vehicle is permitted to carry in accordance with the license 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
(Name)

6 HENDERSON RD, KNOXFIELD
(Address)

In the presence of:

Natalie Rashleigh
(Name)

6 HENDERSON RD, KNOXFIELD
(Address)

(National ER Manager)
(Position in Company)

(HR Advisor)
(Position in Company)

FOR AND ON BEHALF OF THE EMPLOYEES:

Jeremy Proctor
(PFD Driver)

574 Boundary St
(Address)

(Signature)

In the presence of:

Paul Alexander
(Area Business Manager)

357 Boundary St
(Address)

(Signature)
IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number: AG2020/952

Applicant: PFD Food Services Pty Ltd (Employer)

Application: Section 185 – Application for approval of a single enterprise agreement, namely the PFD Food Services (Townsville) Enterprise Agreement 2019 (Agreement)

Authorised representative: Warren Cruse

National Employee Relations Manager

Undertaking - Section 190

For and on behalf of the Employer I, Warren Cruse:

1. declare that I have:
   a. authority to give this undertaking on behalf of the Employer,
   b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,

2. understand that each undertaking is to be taken to be a term of the Agreement,

3. give the following undertaking/s with respect to the Agreement.
   a. With respect to Clause 3.2(c) – Casual employees:
      All Casual employees will be paid the casual loading as outlined in Clause 3.2(c)(iv), as well as the relevant shift allowance as outlined in Clause 5.5.
   
   b. With respect to Clause 3.4 – Junior Employees:
      The percentage referred to in this clause shall relate to the percentage of the Agreement rate of pay, not the relevant Award.

   c. With respect to Clause 4.1(b) – Trainees
      The Employer will conduct a reconciliation every week, for all Trainees, to establish what the employees are paid under the Agreement when compared to what they would have been paid under the relevant Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.
d. With respect to Clause 4.2 – Allowances

The Employer will conduct a reconciliation every week, on all allowances, to establish what the employees are paid under the Agreement when compared to what they would have been paid under the relevant Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.

e. With respect to Clause 4.3 – Mixed Functions

The Employer will conduct a reconciliation every week, for all employee who are performing work at a higher classification, to establish what the employees are paid under the Agreement when compared to what they would have been paid under the relevant Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.

f. With respect to clause 5.1 – Ordinary hours:

The Employer will conduct a reconciliation every week, on hours of work, to establish what the employees are paid under the Agreement when compared to what they would have been paid under the relevant Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.

g. With respect to Clause 5.3(c)(ii) – Time of In-lieu of overtime

All time off in-lieu of overtime shall accrue at the equivalent overtime rate.

h. With respect to Clause 5.4 – Sunday Work:

The Employer undertakes that for all ordinary time worked on Sunday, employees will be paid at the rate of 200%.

i. With respect to Clause 5.4 – Saturday Work

The Employer will conduct a reconciliation every week, on all Saturday hours worked, to establish what the employees are paid under the Agreement when compared to what they would have been paid under the relevant Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.

j. With respect to Clause 5.5 - Shift Work:

The Employer will conduct a reconciliation every week, on all shift work, to establish what the employees are paid under the Agreement when compared to what they would have been paid under the relevant Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.

**Typographical errors**

k. With respect to Clause 3.2(b)(v) - should read:

Overtime rates apply to work in excess of the hours agreed in clause 3.2(b), except that where there is mutual agreement to vary those hours up to a
maximum of 8 ordinary hours per day or 38 ordinary hours per week, additional hours up to those maxima will be paid at ordinary rates.

j. With respect to Clause 5.3(a)(iii) – should read:

Subject to clause 6.9(c), all overtime hours worked a Public Holiday shall be paid at the rate of 250%.

<table>
<thead>
<tr>
<th>Date signed:</th>
<th>28 April 2020</th>
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</thead>
<tbody>
<tr>
<td>For and on behalf of the Employer by:</td>
<td>Warren Cruse</td>
</tr>
<tr>
<td>[In accordance with s.190(5) of the FW Act]</td>
<td>National Employee Relations Manager</td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Witness name:</td>
<td>Chee Yoong</td>
</tr>
<tr>
<td>Witness signature:</td>
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