



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

PFD Food Services Pty Ltd T/A PFD Food Services
(AG2020/10)

PFD FOOD SERVICES (NORTHERN NSW) ENTERPRISE AGREEMENT 2019

Storage services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 11 FEBRUARY 2020

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

[1] An application has been made for approval of an enterprise agreement known as the *PFD Food Services (Northern NSW) Enterprise Agreement 2019 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Australasian Meat Industry Employees Union and the Transport Workers' Union of Australia being bargaining representatives for the Agreement, have each given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 18 February 2020. The nominal expiry date of the Agreement is 31 August 2022.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2020/10 - PFD Foods Services (Northern NSW) Enterprise Agreement 2019

Applicant: PFD Food Services Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking-Section 190

I, Warren Cruse, National Employee Relations Manager for PFD Food Services Pty Ltd (PFD) give the following undertakings with respect to the *PFD Food Services (Northern NSW) Enterprise Agreement 2019* ("the Agreement"):

1. I have the authority given to me by PFD to provide this undertaking in relation to the application before the Fair Work Commission.
2. In relation to clause 6.2(a)(ii)(B), PFD undertakes that in the event of an inconsistency between the terms of the Agreement and the National Employment Standards ("NES"), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.
3. In relation to clause 6.1(a)(i) span of hours, PFD undertakes that they will conduct a reconciliation every week to establish what the employees are paid under the Agreement when compared to what they would have earned under the relevant Award. If found that the amount under the relevant Award exceeds the amount paid, the employee will be paid the difference in the next pay period, plus an additional 1.00% of the difference as compensation.
4. In relation to clause 5.4 weekend penalties, PFD undertakes that for each employee working on Saturday and Sunday, they will conduct a reconciliation every week to establish what the employees are paid under the Agreement when compared to what they would have earned under the relevant Award. If found that the amount under the relevant Award exceeds the amount paid, the employee will be paid the difference in the next pay period, plus an additional 1.00% of the difference as compensation.
5. In relation to clause 5.1(x) hours of work, PFD undertakes that they will conduct a reconciliation every week to establish what the employees are paid under the Agreement when compared to what they would have earned under the relevant Award. If found that the amount under the relevant Award exceeds the amount paid, the employee will be paid the difference in the next pay period, plus an additional 1.00% of the difference as compensation.
6. In relation to clause 5.5 shift penalties, PFD undertakes that they will conduct a reconciliation every week to establish what the employees are paid under the Agreement when compared to what they would have earned under the relevant Award. If found that the amount under the relevant Award exceeds the amount paid, the employee will be paid the difference in the next pay period, plus an additional 1.00% of the difference as compensation.
7. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

3rd February 2020

Date

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



PFD Food Services Pty Ltd (Northern NSW) 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 (Northern NSW) 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 federal state anti-discrimination legislation; and
 - (ii) an employee, Company or registered organisation, pursuing the matters of discrimination, including by application to the Australian Human Rights Commission and/or the Anti-Discrimination Board of NSW.

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)-(e).
- (d) "*Company*" shall mean PFD Food Services Pty Ltd.
- (e) "*Fork Lift*" shall mean power operated mobile stacking device.
- (f) "*Freezer*" shall mean an artificially cold chamber the temperature of which is less than minus 20 degree Celsius (30.2 degrees Fahrenheit).
- (g) "*Full-time Employee*" shall mean an employee engaged by the week, and works 38 ordinary hours per week, or an average of 38 ordinary hours per week for shift workers on an averaging arrangement.
- (h) "*FWC*" shall mean Fair Work Commission.
- (i) "*NES*" shall mean the National Employment Standards contained in the Act.
- (j) "*Part time Employee*" shall mean an employee who is engaged in accordance with clause 3.2(b) and who is not a casual employee.

- (k) *"Salaried Employee"* shall mean an employee who receives an annualised salary 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, clause 5.4 and clause 5.5, or within clause 6.1(c).
- (m) *"Union"* shall mean the Australasian Meat Industry Employees Union (AMIEU) or Transport Workers Union (TWU).

1.5 COMMENCEMENT DATE OF AGREEMENT

This Agreement shall come into force seven days after the date that the Agreement is approved by FWC and shall remain in force until 31st August 2022. 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 and clerical work;
 - (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 branches located in, Coffs Harbour, Inverell, Lismore, Newcastle, Port Macquarie, and Tweed Heads.
- (b) For the period of operation of this Agreement there will be no further claims by the employees subject to this Agreement or the Unions who are parties to this Agreement.

1.7 PARTIES BOUND

This enterprise agreement shall cover:

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

1.8 RELATIONSHIP TO AWARDS, AGREEMENTS AND THE NATIONAL EMPLOYMENT STANDARDS

- (a) This agreement is made in accordance with the Act, and will observe the NES

- (b) The parties to this Agreement intend it to be a comprehensive enterprise agreement to replace all prior agreements and awards.
- (c) In addition, this Agreement operates to the exclusion of the following awards or any other previous awards which may be otherwise applicable:
 - (i) Clerks – Private Sector award 2010;
 - (ii) Storage Services and Wholesale Award 2010; and
 - (iii) Road Transport and Distribution Award 2010.

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 agreement related benefits prior to the date of this Agreement coming into operation, except where such a change arises from effect and commencement of this Agreement.

(b) Commitment to Job Security

As part of its commitment to 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 that:
- (i) the parties will work co-operatively towards the objectives of the Company;
 - (ii) employees will carry out all duties that are within the limits of their skill, competence and training;
 - (iii) 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) employees will co-operate in the implementation of quality assurance techniques;
 - (v) employees will participate positively in a full audit of the workforce's skills;
 - (vi) employees will assist with training other employees in accordance with guidelines developed by the parties;
 - (vii) the Company has the right and responsibility to manage its operations in line with established consultative techniques; and
 - (viii) 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.

1.11 CONTINUOUS IMPROVEMENT PROCESS

- (a) This Agreement is aimed at the promotion of efficiency, flexibility and productivity gain in the workplace. This Agreement facilitates and has as its foundation the acceptance by all parties that continuous improvement of the workplace, the product and the workforce should be pursued through the development of a consultative enterprise culture.
- (b) The parties accept that the provisions of this Agreement will establish the framework for the implementation of a modern efficient enterprise.
- (c) The parties agree that a participative and consultative approach to change is essential to achieve sustainable results.
- (d) The parties agree that the objective is to achieve sustainable improvements by:
 - (i) encouraging high levels of skill, innovation and excellence amongst all employees;
 - (ii) improvement in the issues of quality, technology, work organisation, management practices, product deliveries, time and cost performance, education and training and upskilling;
 - (iii) application of appropriate skill enhancement programs;

- (iv) development of Best Practice Standards based upon a culture of continuous learning and improvement;
- (v) maintenance of harmonious and productive working relationships which include commitment and success;
- (vi) promotion of measures to eliminate disputation, employee turnover, absenteeism and safety issues or injuries;
- (vii) elimination of waste in materials, time, energy and equipment; and
- (viii) providing a process of continuous improvement to enable an immediate response to issues affecting productivity such as time and cost performance, job design, work organisation, quality, technology and training.

2. PART 2 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

2.1 INTRODUCTION OF CHANGE IN THE WORKPLACE

(a) This term applies if the employer:

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

Major change

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

- (i) the employer must notify the relevant employees of the decision to introduce the major change; and
- (ii) subclauses (3) to (9) apply.

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

(d) If:

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

the employer must recognise the representative.

(e) As soon as practicable after making its decision, the employer must:

- (i) discuss with the relevant employees:
 - (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) At any stage during this process, employees may appoint a representative, which may include the Union, to discuss the matter with the Branch Manager or other appointed officer of the Company.
 - (ii) The matter shall first be discussed between the employee and their supervisor.
 - (iii) If the matter is not resolved or if the matter involves the employee's supervisor or manager, the matter shall be discussed with the Branch Manager.
 - (iv) If settlement is still not reached either party should refer the matter to the General Manager or Human Resources for resolution.
 - (v) If, after appropriate discussion with the employee's supervisor, branch manager or HR representative as the case requires, the matter is still not settled it may be submitted by the employee, or the employee's representative, which may include the Union or the Company to a member of FWC for mediation or conciliation. If the dispute cannot be resolved by mediation or conciliation, the dispute may be resolved by agreed arbitration by both parties. Where arbitration takes place, the parties shall agree in consultation with FWC or related body on the procedure to be followed in undertaking that arbitration;
 - (vi) Until the matter is determined, the status quo will prevail.
- (b) 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.
- (c) While the parties are attempting to resolve the matter, the parties will continue to work in accordance with this Agreement and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety.
- (d) Subject to relevant provisions of the relevant occupation, health and safety legislation, 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 will be permitted to enter the Company's premises for the purpose of discussing legitimate Union business with an employee(s) in accordance with the Act.
- (b) The Company will provide a noticeboard for the posting of Union notices and a copy of the Agreement.
- (c) The Company shall provide a deduction facility for union membership fees, where authorised by an employee, as long as the Union provides means for monthly electronic (EFT) remittances.
- (d) Leave in accordance with this sub-clause will only be granted to Union delegate. 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 representative's work area;
 - (ii) Each request for permission to attend a course must be endorsed by the State Secretary of the Union;
 - (iii) Each representative 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.
- (e) Union members shall be allowed reasonable additional paid time to attend meetings on site.

2.4 INDIVIDUAL FLEXIBILITY AGREEMENTS (IFA)

- (a) The company 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) the agreement deals with 1 or more of the following matters:
 - A arrangements about when work is performed;
 - B penalty rates;
 - C Overtime;
 - D allowances;

- E Leave loading; and
- (ii) the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (iii) the arrangement is genuinely agreed to by the Company 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.
- (c) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Company and employee; and
 - (iii) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - A the terms of the enterprise agreement that will be varied by the arrangement; and
 - B how the arrangement will vary the effect of the terms; and
 - C how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - D states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Company and employee agree in writing — at any time.

2.5 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 should:
 - (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 misconduct.
- (d) In circumstances where an employee's conduct or performance is not acceptable, the following procedure may 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 misconduct, in which case the employee will be subject to either a first and final warning or summary dismissal as applicable in the situation.
- (f) The employee shall be offered an opportunity to nominate support person for each step of the above process, as long as it does not unreasonably delay the process.

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: Wage Rates as applicable. The classification descriptions for the Driver/Storepersons shall equate to those at the same level for Drivers and Storepersons (eg Driver/Storeperson 1 has the same description as Driver 1 or Storeperson 1) depending on the type of work being performed.
 - (ii) Where the employee is rostered to work as both a driver and as a storeperson in the same pay period, the applicable allowances shall be paid to that employee (eg: if an employee works as a storeperson they shall be entitled to receive a meal allowance and freezer allowance and if the employee also works as a driver, they may be entitled to receive a money-handling allowance).

3.2 CONTRACT OF EMPLOYMENT

An employee may be engaged as:

- (a) A full-time employee engaged to work 38 hours per week excluding overtime.
- (b) A part-time employee engaged to work regular, predetermined weekly hours subject to:
 - (i) A maximum of 38 ordinary hours per week;
 - (ii) A minimum of 15 ordinary hours per week (10 hours by agreement between the company and the employee);
 - (iii) A minimum of 4 ordinary hours per shift;
 - (iv) A maximum of 8 ordinary hours per day (or 10 ordinary hours by agreement).
 - (v) Part-time employees will be paid overtime rates in excess of the hours mutually agreed, except where there is mutual agreement to vary those hours, additional hours will be paid at ordinary rates up to a maximum of 38 ordinary hours per week.

- (vi) Accrual of all leave entitlements on a pro-rata basis in accordance with the employees ordinary hours of work; and
 - (vii) Part-time Employees shall be entitled to equal access to all training and promotional opportunities.
- (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; and
 - (iii) A maximum of 10 ordinary hours per day; 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) The service of a casual may be terminated with one hour's notice at any time by either the Company or Casual Employee.
- (f) A full-time employee who wishes to convert to part-time employment shall be permitted to do so if PFD agrees, subject to the conditions set out in this section:
 - (i) If such an employee transfers from full-time to part-time employment all accrued agreement, award, over-award and legislative rights shall be maintained and employment shall be deemed to be continuous provided that no break in service occurs.
 - (ii) Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment in this Agreement.
 - (iii) A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with PFD and such Agreement shall be recorded in writing.
- (g) All new employees will be subject to a probationary period of 6 months from their hire date during which time employment may be terminated by either party on one week's notice in the case of part-time and full-time employees.
- (h) The Company may stand down an employee without pay for any day or part day on which an employee cannot be usefully employed because of:
 - (i) industrial action (other than industrial action organised or engaged in by the Company);
 - (ii) any breakdown of machinery; or equipment, for which the Company cannot reasonably be held responsible for the breakdown; or

- (iii) any unavoidable stoppage of work for any cause for which the Company cannot be reasonably held responsible.
- (i) An employee will not be paid for non-attendance at his/her work station due to lateness or unauthorised departure. Non-Attendance will be measured in units of time to be decided by the company and pay will be altered accordingly by rounding to the nearest unit. Such units may never be greater than 15 minute blocks and the Company must use the same rounding process and the same units of time when calculating overtime payments.

3.3 RIGHT TO REQUEST CASUAL CONVERSION

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) a regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) a regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) any request under this subclause must be in writing and provided to the employer.
- (f) where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award –that is, the casual employee is not truly a regular casual employee as defined in paragraph [\(b\)](#);

- (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) for any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. if the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 2.2. under that procedure, the employee or the employer may refer the matter to the fair work commission if the dispute cannot be resolved at the workplace level.
- (j) where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert –that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 3.2.
- (k) the conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) a casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

3.4 JUNIORS

(a) **Definition**

"Junior" shall mean any employee receiving less than the minimum wage prescribed herein for adult employees.

(b) **Junior rates of pay**

The wage rates for employees under the age of 19 years shall be the appropriate percentage of the weekly wage of an adult employee, as follows:-

	<i>Percentage of rate for adult employees</i>
	<i>%</i>
Under 18 years of age	75
18 years of age	85

At 19 years of age and over, the minimum rates prescribed for adults.

(c) **Proportions of juniors**

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

3.5 EMPLOYEE DUTIES

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;

- (a) 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;
- (b) 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;
- (c) Transferring between duties as reasonably required by the Company;
- (d) Working reasonable overtime as required by the Company;
- (e) Complying with all Company safety regulations, policies and procedures;
- (f) Using protective clothing and equipment provided by the Company as directed; and
- (g) Any direction issued by the Company pursuant to this sub-clause shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

3.6 REDUNDANCY

(a) **Discussions before termination**

- (i) Where the Company has made a definite decision that the job/s is to be made redundant (as defined by 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/s, if any, 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.
- (iii) For the purpose of the discussion, the consultation provisions in clause 2.1 shall be followed.

(b) **Alternate offers**

In situations of genuine redundancy, any employee so affected must:

- (i) accept an offer of alternative employment in a role of the same, or similar, nature to the employee's then current role; or
- (ii) if requested by PFD, trial for 3 months a role within the employee's potential skill set, that is of equal or higher value at the same site, or any PFD branch or site within 30km of the employee's current branch or site

If the employee rejects the offer of alternate employment, there will be no entitlement by that employee to redundancy and/or severance payments.

(c) **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.

(d) **Transfer of business**

Transfer of business rules shall apply in accordance with sections 307 to 320 of the Act;

(e) **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 per week 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 3.6(e)(ii), a statutory declaration will be sufficient.

(f) **Severance pay**

- a) An employee prior to 1 September 2013 whose employment is terminated for reasons of redundancy shall be entitled to the following:
 - 1. four weeks' notice or pay in lieu of notice;
 - 2. an additional two weeks' notice or pay in lieu of notice for employees over 45 years of age;
 - 3. three 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;
 - 4. provided that an employee with at least 1 year of service but less than 2 years' service will receive at least 4 weeks' severance pay in lieu of the entitlement set out in sub clause 3.5(f)(a)(3);
 - 5. pro-rata long service leave after the completion of five years' service, in accordance with the relevant NSW long service leave legislation;
 - 6. all unused sick leave accrued for the five years prior to the date of severance, however this shall be paid at the applicable rate at the time of redundancy; and
 - 7. all accrued annual leave entitlements and leave loading (except for those on an annualised salary who do not receive the leave loading).
- b) An employee from 1 September 2013 onwards whose employment is terminated for reasons of redundancy shall be entitled to the following:
 - 1. Notice or pay in lieu of notice in accordance with clause 3.6;
 - 2. three 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;
 - 3. provided that an employee with at least 1 year of service but less than 2 years' service will receive at least 4 weeks' severance pay in lieu of the entitlement set out in clause 3.5(f)(b)(2); and

4. pro-rata long service leave after the completion of five years' service, in accordance with the relevant NSW long service leave legislation;
5. all accrued annual leave entitlements and leave loading (except for those on an annualised salary who do not receive the leave loading).

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

3.7 TERMINATION OF EMPLOYMENT

(a) Termination by the Company

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

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

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

- (ii) In addition to the notice in sub-clause 3.7(a)(i), employees over 45 years of age at the time of notice and with at least two years continuous service shall be entitled to an additional one week 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 to look for alternative employment.
- (iv) Payment in lieu of notice shall be made by the Company if the appropriate notice period is not given. The employment may be terminated by giving part of the period of notice specified and payment in lieu of notice for the remaining amount.

- (v) 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.
- (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 123 of the Act (that relates to employees engaged for a specified time or a specified task, summary dismissal, casual employment, and trainees).

(b) **Notice of termination by an employee**

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

(c) **Statement of employment**

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

4. PART 4 WAGES AND RELATED MATTERS

4.1 WAGES

(a) Basic Wage

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

(b) Trainee Wage Rates

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

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

(c) Wage and Allowance Increases

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

- (i) An increase of 2.5% from the first full pay period to commence on or after 1st September 2019; and
- (ii) A further increase of 2.5% from the first full pay period to commence on or after 1st September 2020; and
- (iii) A further increase of 2.5% from the first full pay period to commence on or after 1st September 2021.

(d) Annualised Salaries

- (i) Where the Company and an employee agree, an employee may be put on an annualised salary arrangement.
- (ii) In calculating an annualised salary under this sub-clause the following shall be taken into account:-
 - A the employee's ordinary time pay calculated in accordance with this Agreement.
 - B the employee's average overtime times calculated as an average over the preceding 12 month period; and
 - C any work related allowances loadings, penalties, or shift allowances applicable to the employee under this Agreement.
- (iii) Annualised salaries are paid on a monthly basis unless otherwise agreed between the employee and the Company.
- (iv) Upon the Company and an employee agreeing in writing to establish an annualised salary arrangement, the annualised salary may apply in lieu

of all overtime, allowances, penalty rates, shift allowances or loadings provided by this Agreement.

- (v) Annualised salary reviews will normally take place 3 months after commencement of the salary arrangement and then 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.
- (vii) If it is discovered, upon review of the annualised salary, that the arrangement has worked to the detriment of the employee in regards to their total remuneration for the period, the Company shall recompense the employee the difference between the remuneration due when compared to the remuneration package received.
- (viii) 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.
- (ix) Annualised salary reviews may result in the employee being paid either:
 - A the percentage increase provided in clause 4.1(c) or
 - B any other increase as determined by the Company.

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

4.2 ALLOWANCES

The following allowances shall apply over the life of the Agreement, and 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) Meal Allowance

Employees covered by this Agreement who are required to work overtime for any period in excess of two hours before or after their ordinary hours of work

shall be paid a meal allowance as set out in Appendix B: Allowances. It is not intended to pay this on a straight overtime shift.

(c) **Money Handling Allowance**

Regular drivers who are responsible for collection, storage and security of money directly from customers shall be paid an allowance as set out in Appendix B: Allowances.

(d) **Chiller Allowance**

Eligible employees required to work in temperatures below minus 2 degrees Celsius for 10 hours or more per week shall be paid an allowance as set out in Appendix B: Allowances.

(e) **Freezer Allowance**

Eligible employees required to work in temperatures below minus 20 degrees Celsius for 8 hours or more per week shall be paid an allowance as set out in Appendix B: Allowances.

(f) **Leading Hand Allowance**

Employees performing the role of leading hand within a department may be paid an allowance as set out in Appendix B: Allowances, at the discretion of the branch manager, in addition to their normal wage.

(g) **Roster Allowance**

Storepersons or Driver/Storepersons working in the warehouse on a Sunday to Thursday afternoon shift roster for the week, shall be paid a weekly roster allowance as set out in Appendix B: Allowances.

4.3 INDUSTRY CONDITIONS

- (a) Each employee shall have been medically selected as fit to work in extremely cold conditions.
- (b) Employees required to work in temperatures of less than minus 20 degrees Celsius shall be allowed 10 minutes in each hour where they do not take a meal or rest break outside of the freezing chamber as warming time. This is counted as paid time and employees can be directed to perform duties over these periods.
- (c) Each employee required to work in a room wherein the temperature has been artificially reduced below two degrees Celsius (35.6 degrees Fahrenheit), shall be supplied, free of cost, with suitable warm clothing for use in such work. "Suitable warm clothing" means the freezer suit or jacket, boots, gloves and cap or balaclava. Where the duties of an employee require the use of gloves, they shall be supplied free of cost by the Company.
- (d) Upon termination of employment, an employee shall be required to return to the Company the articles last issued to him or her pursuant to this clause and, in the event of his or her failure to do without reasonable cause or excuse, the

Company shall be entitled to deduct from any monies due to the employee a fair and reasonable for the value of such articles as at the time of termination of employment.

4.4 MIXED FUNCTIONS

Weekly employees who are put to work temporarily and assumes the full level of accountability and responsibility at a higher classification than their substantive classification, shall be paid as follows:

- (i) Up to four hours on any one day - the rate prescribed for such higher classification with a minimum of one hour.
- (ii) Over four hours on any one day - a full day's pay at the rate prescribed for such higher classification.
- (b) A weekly employee shall not suffer any reduction in wages during any week by reason of the employee having been put to work for a part of such week at a classification lower than that under which the employee was engaged or deemed to be working.

4.5 PAYMENT OF WAGES

- (a) Wages shall be paid not later than Friday in each week and during working hours. All employees shall be paid by Electronic Funds Transfer (EFT) to the account nominated by the employee.
- (b) In the event of the weekly pay not being placed in the employee's bank account on the due day where reasonably within the control of the Employer, the Employer shall make other reasonable arrangements for payment.
- (c) Where the pay day falls on a public holiday, employees shall be paid on the day prior to the normal pay day.
- (d) In the case of weekly employees two days' pay may be kept in hand.
- (e) Notwithstanding the above arrangements, employees on an annualised salary shall be paid monthly. This may be varied to weekly by agreement between the Company and the employee.
- (f) Employees shall be provided with a pay slip in accordance with the provisions of the Act and its Regulations.

4.6 SUPERANNUATION

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

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

(a) **Definitions**

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

(b) **Contributions**

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

- (i) ANZ Smart Choice Super Fund (PFD's My Super Default Superannuation Fund); or
- (ii) Any other such complying Fund as elected by the employee (e.g. MIESF, TWUSuper).
- (iii) Should the PFD default Superannuation Fund change for whatever reason, PFD undertakes that the successor will be an approved My Super product.

Those employees that do not nominate a chosen Fund shall, by default, have contributions sent to the PFD Superannuation Fund.

(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) Employees shall be employed on the basis that the ordinary working hours will be an average of 38 per week, to be worked between Monday to Saturday, between the hours of 5.00am and 7.30pm, or as agreed pursuant to sub-clause (ii) below.
- (ii) Individuals and the Company may agree to vary their ordinary hours of work by up to one hour earlier or later than the span stipulated in sub-clauses (i) above.
- (iii) Drivers are only required to work ordinary hours between Monday to Saturday. In the event that shift work is required between Monday to Saturday, Drivers will receive the shift work allowances contained in clause 5.5. In addition, Drivers are not required to commence morning shift before 2:00am.
- (iv) Sunday ordinary hours are only required for warehouse staff and Administration/Customer Service staff.
- (v) The Sunday to Thursday shift is for night shift and afternoon shift workers, with appropriate shift loadings. Level 1 Storepersons will not be employed on the Sunday to Thursday roster.
- (vi) The parties agree that the Tweed Heads branch will continue follow Queensland (QLD) daylight savings hours and public holidays as gazetted by the QLD state government.
- (vii) Ordinary hours for permanent staff shall not be worked over more than five consecutive or non-consecutive days.
- (viii) Those working the Tuesday to Saturday period will be staffed by employees who started after 1 March 2002 unless by mutual agreement.
- (ix) PFD Food services will not roster employees to work more than 8 ordinary hours on any weekend except that drivers may work up to 9.5 ordinary hours on a Saturday as part of a 4 day working week which does not include Sunday.
- (x) In addition, PFD Food Services will not actively engage casual and part-time employees to regularly work more than 25% of their ordinary hours on Saturdays and Sundays combined in any 28 day period. However, as a safeguard in the event that this occurs by mutual agreement or otherwise, PFD Food Services will undertake a reconciliation of the working hours of all casual and part time employees at a maximum of 6 monthly intervals. In the event that the reconciliation shows that an employee has worked more than 25 % of their ordinary hours on Saturdays and Sundays combined in any 28 day period the employee will receive an additional payment in respect of each

additional hour worked beyond 25% in any 28 day period which is the difference between the rate paid and the relevant rate for the Saturday or Sunday work for a casual or part time employee under the Storage Services and Wholesale Award or the Road Transport and Distribution Award applicable at that time. Any employee who leaves the company (for whatever reason) in between the 6 monthly intervals will have their reconciliation undertaken at the time their employment ends.

Employees are able to request details of the reconciliation by no later than 31st January or 31st July following the 6 monthly interval reconciliations, or no later than 4 weeks after the date their employment ends.

- (xi) By agreement between the parties and the majority of employees concerned, ordinary hours not exceeding twelve (12) on any day may be worked subject to:

- A The parties being guided by the occupational health and safety provisions of the ACTU Code of Conduct for 12 hour shifts;
- B Suitable roster arrangements being made; and
- C Proper supervision being provided.

(b) **Shift Workers**

- (i) The ordinary working hours of Shift Workers shall not exceed an average of:

- a) 38 per week; or
- b) 76 in 14 consecutive days; or
- c) 114 in 21 consecutive days; or
- d) 152 in 28 consecutive days.

- (ii) Notwithstanding the spread of hours prescribed for day workers shift work provisions may be implemented in accordance with clause 5.1, clause 5.4 and clause 5.5.

- (iii) Notwithstanding anything elsewhere contained in this clause the start and finish time of Shift Workers (within ordinary hours as defined in clause 5.5) 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.

(c) **38 hour week**

All employees - 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.

The Company may advise the Union of details of the hours of work from time to time effective, for day workers and shift workers.

5.2 BREAKS

(a) Meal Breaks

- (i) Day Workers shall be allowed not less than 30 minutes nor more than one hour unpaid on each working day for the purpose of taking a meal. Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible.
- (ii) Shift Workers shall be allowed a 20 minute paid meal break each shift at a time agreed upon by the Company.
- (iii) Not more than five hours shall be worked without a break for a meal or interval for crib, provided that an employee rostered to work six hours or less on any day may request not to be rostered for a break for a meal.

(b) Rest pauses

- (i) A rest pause of 10 minutes in each of the first and last parts of the shift shall be allowed for each employee.
- (ii) Rest pauses shall be taken at such times as arranged by the Company 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) Allocation of overtime

The parties agree that all overtime will be allocated in a fair and equitable manner.

(b) Payment for working overtime

- (i) All time requested to be worked outside or in excess of the ordinary working hours shall be overtime, and shall be paid for at the rate of time and one half for the first two hours and double time thereafter, between Monday to Saturday.
- (ii) All overtime worked on a Sunday shall be paid for at the rate of double time.
- (iii) An employee who is directed to and does work a straight overtime at the hours required by the Company on Saturday, Sunday and Public Holidays shall be paid a minimum of four hours at the appropriate rates of pay. Employees may choose or accept to work less than four hours and only receive payment for the time they work.

- (iv) 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.
 - (v) 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.
- (c) **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 between the work of successive days.
 - (ii) An employee, who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he or she has not had at least 10 consecutive hours (or ordinary shift length) off duty 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.
- (d) **Time off in lieu (TOIL) of overtime worked**
- Where an employee performs duty on overtime, the employee and the Company may, by mutual agreement, allow the employee to be released from duty in ordinary hours, in lieu of being paid overtime, subject to the following conditions:
- (i) The agreement shall be in writing and be kept with the time and wages records;
 - (ii) Where an employee elects to take any period(s) of time off in ordinary hours in accordance with this clause such time off shall be with pay and shall equate to the relevant period(s) of overtime worked, that is, if an employee works one hour overtime they shall be entitled to one hour in lieu at such later time as is mutually agreed; and
 - (iii) An employee may not accumulate more than 24 hours of equivalent time off which shall be taken within four weeks of its accrual, unless agreed otherwise between the individual and the relevant manager. Where such time off is not taken the period(s) of overtime shall be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.

5.4 SATURDAY AND SUNDAY WORK

- (a) Employees employed prior to 1 March 2002 who work ordinary hours on Saturday shall be entitled to a 50% loading for all ordinary hours worked.
- (b) Employees employed on or after 1 March 2002 who work ordinary hours on Saturday, shall not be entitled to an additional loading for any day work ordinary hours worked on Saturday.
- (c) Administration/Customer Service employees working ordinary hours on a Sunday will be paid double time.
- (d) Subject to clauses 5.4(a) and (c), all ordinary hours worked on a Saturday or Sunday that form part of a morning, afternoon or night shift roster shall have the appropriate loadings applied as per clause 5.5.

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 follows:
 - (i) Morning shift 15%
 - (ii) Afternoon shift 15%
 - (iii) Night shift 30%
- (b) For the purpose of this sub-clause and subject to day work arrangements:
 - Morning shift shall mean a rostered shift starting ordinary hours 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];
 - (i) Afternoon shift shall mean a rostered shift ending after 7.30pm and at or before 12 midnight; and
 - (ii) Night shift shall mean a rostered shift ending after 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) 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 entitlement - general

- (i) Annual leave is provided in accordance with the NES and the terms within. Annual leave accrues progressively according to an employee's ordinary hours of work and accumulates from year to year. Full-time employees accrue the equivalent of four weeks (152 hours) paid annual leave per year. Part-time employees accrue paid annual leave on a pro-rata basis. Casual employees are not entitled to annual leave.
- (ii) Annual leave shall be given and taken in accordance with the requirements of the Act, subject to the following rules:
 - A Annual leave shall be given and taken either in one consecutive period or two periods or if the employee and the Company so agree, three or more separate periods.
 - B If the employee and the Company agree, leave may be taken wholly or partly in advance of the entitlement being credited to the employee. If the employee is given leave in advance, that employee shall:
 - i. not be entitled to further leave until the amount that is credited to the employee equates to the amount of leave given in advance and the further amount of leave to be taken;
 - ii. repay on termination of employment any amount of pay for leave given in advance or permit the Company to deduct that amount from any amount otherwise owing to the employee on termination, in accordance with the Act.
 - C Where the Company requires an employee to take any annual leave credited to him or her, the Company shall give an employee at least one month's notice of the date from which the employee's annual leave is required to be taken.
 - D In order to allow the temporary closure of part or all of one of the Company's establishments, the Company may require the employee to take annual leave of up to 4 weeks, including to take leave in advance, in which case the Company shall give an employee at least one month's notice of the date from which the employee's annual leave is required. Where an employee has been directed to take leave in advance in this circumstance, the employee cannot be required to repay that period of annual leave in advance on termination.
 - E Subject to the provisions of clause 6.1, on termination of employment, an amount equivalent to the employees' current rate

of pay for any untaken annual leave shall be paid to the employee, including the leave loading (except for those on an annualised salary who do not receive the leave loading).

(b) **Annual Leave Loading**

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

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

(d) **Payment for annual leave**

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

(e) **Cashing out annual leave**

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

(f) **Taking of annual leave**

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

6.2 PERSONAL/CARER'S LEAVE

(a) **Personal/Carer's Leave Entitlement - General**

- (i) Personal/carers' leave is provided in accordance with the NES and the terms within. Personal leave accrues progressively according to an employee's ordinary hours of work and accumulates from year to year. Full-time employees accrue the equivalent of 10 days (76 hours) paid personal/carers' leave per year. Part-time employees accrue paid personal/carers' leave on a pro-rata basis. Casual employees are not entitled to paid personal/carers' leave.
- (ii) In accordance with the NES, an employee, other than a casual employee, who is unfit for work during his/her ordinary working hours by reason of personal illness or personal injury shall be entitled to be paid at their ordinary rate of pay for the time of such non-attendance subject to the following:-
 - A 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.
 - B An employee shall, as soon as reasonably possible so as to allow the Company to make alternative arrangements and within 24 hours of commencement of such absence, inform the Company of his/her ability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the absence. Employees must notify the Company of their absence at least 1 hour before their start time, unless exceptional circumstances exist.
 - C Notification of absence due to personal 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.
 - D 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 4 single days in any 12 month period.
- (iii) An employee, other than a casual employee, who is unable to attend work because they are required to provide care or support to a member of their immediate family, as defined by the Act, or household, who require care or support because of personal illness or injury or an unexpected emergency affecting that member shall be entitled to be

paid at their ordinary rate of pay for the time of such non-attendance subject to the following:

- A An employee shall, as soon as reasonably possible so as to allow the Company to make alternative arrangements and within 24 hours of commencement of such absence, inform the Company of his/her ability to attend for duty and, so far as possible, notify the Company of the expected period of the leave, the name of the person for whom care and support is to be provided and their relationship to the employee and the reason for the leave. Employees must notify the Company of their absences at least 1 hours before their start time, unless exceptional circumstances exist.
- B Notification of absence due to personal 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) Any period of paid personal leave allowed by the Company to the employee in a year shall be deducted from the employee's accrued personal leave entitlements.
- (v) Personal/carer's leave accrued under this clause shall accumulate from year to year but are not paid out upon termination of employment, other than by reason of redundancy in accordance with clause 3.5.
- (b) An employee is entitled to two days unpaid carers' leave per occasion in circumstances where they have exhausted their paid personal leave and may elect, with the consent of the Company, to take further unpaid leave, for a reasonable period of time, for the purpose of providing care and support to a class of person set out in sub-clause 6.2(a)(iii).
- (c) **Personal Leave Cash In**

In each year of operation of the Agreement (ie: from September to August), employees will be eligible to cash in some personal leave on the following terms:

 - (i) Employees who are absent for 0 days in the year shall be entitled to cash in 3 days of their personal leave entitlement;
 - (ii) Employees who are absent for 1 day in the year shall be entitled to cash in 2 days of their personal leave entitlement;
 - (iii) Employees who are absent for 2 days in the year shall be entitled to cash in 1 day of the personal leave entitlement;
 - (iv) The scheme is voluntary. An employee shall not be permitted to elect to cash in personal leave entitlement if the amount of the employee's accrued personal leave after the cashing in would be less than the equivalent of 15 days;
 - (v) The Company will endeavour to process cash in elections in September in each year of operation of the Agreement.

- (vi) Employees absent due to an accepted workcover claim will not be considered to be absent for the purposes of this clause.

6.3 COMPASSIONATE LEAVE

- (a) Compassionate leave will be provided in accordance with the NES and the terms within. An employee, other than a Casual employee, shall be entitled to up to two days' compassionate leave without deduction of pay on each permissible occasion when a member of the employee's immediate family or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) The employee must notify the company as soon as practicable of the intention to take compassionate leave and must provide, to the satisfaction of the employer, documentation substantiating the reason for taking compassionate leave.
- (c) Compassionate leave may be taken in conjunction with other leave available under this Agreement. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (d) The relevant General Manager, in concert with the HR Director, may exercise discretion in the granting of additional compassionate leave.
- (e) Casual employees are entitled to two days unpaid compassionate leave per each permissible occasion.

6.4 FAMILY AND DOMESTIC VIOLENCE LEAVE

Leave to deal with family and domestic violence is in accordance with the NES.

6.5 PARENTAL LEAVE

Parental leave will be provided in accordance with the NES.

6.6 LONG SERVICE LEAVE

All employees covered by this Agreement shall be entitled to long service leave under, subject to, and in accordance with, the provisions of the Long Service Leave Act 1955 (NSW) as varied or amended, provided that no part of that Act shall be taken to form part of this Agreement.

6.7 PUBLIC HOLIDAYS

- (a) The following days shall be holidays for the purpose of this Agreement: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac

Day - April 25, Queen's Birthday, Labour Day, Christmas Day - December 25, Boxing Day, and any day or part day gazetted or substituted (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, an 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) Note: If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a full-time or part-time employee whose ordinary hours do not include the day of the week on which the public holiday occurs.
- (d) All work performed on a public holiday shall be paid as follows:
 - (i) Triple time (300%) for all work done on Anzac Day, Good Friday or Christmas Day;
 - (ii) Double time and one half (250%) for all work done on any other public holiday as defined by 6.7(a).
- (e) An employee who is required to work on a public holiday will be allowed the choice of being paid for the day at the appropriate rate, or bank the time.
- (f) Where the employee has exercised an election under this subclause, the employees whose services are terminated shall at the time of such termination, be paid in respect of all holidays standing to his/her credit.
- (g) An annual Picnic Day may be taken by eligible employees without deduction from ordinary time and may, with agreement, be taken on the first Monday in November of each year. However, due to the operational requirements of the Company, the day may be taken on another date as agreed between the Company and the employee. The day is however required to be taken within the calendar year, and is not cumulative. If an employee is so directed to work on the first Monday in November, there shall be no overtime penalty rate applied to work performed on that day save for time worked over the standard working hours that would ordinarily attract overtime payments.
- (h) 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. Employees may choose or accept to work less than four hours and only receive payment for the time they work.

- (i) If an employee does not agree to work on a public holiday, where reasonable, the employee can be directed to work on a public holiday, provided 21 days notice is given by the employer.
- (j) The employer will endeavour to fairly share public holiday overtime amongst employees at each branch.
- (k) 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.
- (l) 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.
- (m) Alternatively, an employee who is required to work on a public holiday may elect or agree to substitute the public holiday for an extra day of annual leave including leave loading where applicable by mutual agreement. In other words, the employee will work and be paid at the ordinary rate and in lieu of the public holiday penalty rates, they will accrue an additional days annual leave credit.

6.8 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) 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.
- (b) 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

- (a) The Company will, in assessing and providing amenities for employees, abide by the provisions of the *Work Health and Safety Act 2011* (NSW) and the associated Regulations and any Code of Practice. The employer will ensure that appropriate amenities are available for all of the employer's employees while they are at work. However, those documents are not incorporated into this Agreement.
- (b) The appropriateness of amenities is to be determined having regard to all of the circumstances of the case, including the following:
 - (i) the nature of the work undertaken at the place of work,
 - (ii) the size and location of the place of work,
 - (iii) the number of men and women at the place of work.
- (c) In this clause, amenities means facilities provided for the welfare or personal hygiene needs of persons and includes toilets, rest rooms, shelter sheds, seating, dining rooms, change rooms, provision of drinking water, lockers and washing facilities.

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 the Code of Practice for Manual handling. However, those documents are not incorporated into this Agreement.

8.3 DRUG AND ALCOHOL POLICY

The parties agree to abide by the company's Drug and Alcohol policy. However, those documents are not incorporated into this Agreement.

8.4 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.

8.5 VALIDITY OF DRIVERS LICENSES

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

9. PART 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.

9.2 INTERNAL ADVERTISING OF VACANT POSITIONS

Company practice is to advertise internally all vacant permanent positions covered by this agreement, at or around the time the company seeks external candidates. Where possible, the internal advertisement will predate the external advertisement.

APPENDIX A: WAGE RATES

Classification	Current Rate	FFPP 1 Sept 2019	FFPP 1 Sept 2020	FFPP 1 Sept 2021
	\$ p/hr	(+2.5%)	(+2.5%)	(+2.5%)
Driver Grade 1	23.67	24.26	24.87	25.49
Driver Grade 2	24.27	24.88	25.50	26.14
Driver Grade 3	25.42	26.06	26.71	27.38
Driver Grade 4	25.89	26.54	27.20	27.88
Driver/Storeworker Level 1	23.67	24.26	24.87	25.49
Driver/Storeworker Level 2	24.27	24.88	25.50	26.14
Driver/Storeworker Level 3	25.42	26.06	26.71	27.38
Driver/Storeworker Level 4	25.89	26.54	27.20	27.88
Introductory Level (First 6 months)	21.50	22.04	22.59	23.15
Storeworker Level 1	22.33	22.89	23.46	24.05
Storeworker Level 2	23.07	23.65	24.24	24.85
Storeworker Level 3	24.23	24.84	25.46	26.10
Admin/Customer Service Representatives Level 1	22.28	22.84	23.41	24.00
	22.63	23.20	23.78	24.37
Admin/Customer Service Representatives Level 2	23.26	23.84	24.44	25.05
	23.51	24.10	24.70	25.32
Admin/Customer Service Representatives Level 3	23.86	24.46	25.07	25.70
	24.21	24.82	25.44	26.08
Admin/Customer Service Representatives Level 4	25.62	26.26	26.92	27.59
	26.32	26.98	27.65	28.34

APPENDIX B: MONETARY ALLOWANCES

Item	Clause	Current Rate	FFPP 1 Sept 2019 (+2.5%)	FFPP 1 Sept 2020 (+2.5%)	FFPP 1 Sept 2021 (+2.5%)
First Aid Allowance	4.2(a)	\$15.07 per wk	15.45	15.84	16.24
Meal Allowance	4.2(b)	\$13.09 per occasion	13.42	13.76	14.10
Money Handling Allowance	4.2(c)	\$14.63 per wk	15.00	15.38	15.76
Chiller Allowance	4.2(d)	Between 10 to less than 33 ordinary hours per wk \$4.73	4.85	4.97	5.09
		33+ ordinary hours per wk \$9.44	9.68	9.92	10.17
Freezer Allowance	4.2(e)	Between 8 to less than 24 ordinary hours per wk \$21.71	22.25	22.81	23.38
		24+ ordinary hours per wk \$43.41	44.50	45.61	46.75
Leading Hand Allowance	4.2(f)	\$27.10 per wk	27.78	28.47	29.18
Roster Allowance	4.2(g)	Permanent Staff (per week) \$39.99	40.99	42.01	43.06
		Casual Staff (per week) \$51.40	52.69	54.01	55.36

APPENDIX C: CLASSIFICATIONS

CUSTOMER SERVICE AND CLERICAL EMPLOYEES

LEVEL 1

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows. In terms of characteristics, a Level 1 position is described as follows:

Characteristics

- The employee may work under routine supervision with intermittent checking.
- An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Typical Duties/Skills

Indicative typical duties and skills of this level may include:

- Directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors eg reception, switchboard.
- Telephonists involved in the manipulation of communication apparatus, including computerised keyboard/switchboard/call centre.
- Maintenance of basis manual and/or computerised records.
- Filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions etc.
- Handling, recording of distributing mail including messenger service.
- Simple stock control functions (eg seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc) within clearly established parameters.
- Copy typing and audio typing.
- The routine operation of a range of equipment including adding machines, calculators, cash registers, facsimile and telex machines, photocopiers, guillotines, franking machines, switchboard, computerised radio/telephone equipment, or any other equipment to facilitate communications, paging systems, telephone/intercom systems.
- The basic use of keyboard operated equipment including typewriters/computers, word processing, micro personal computers and attached printers.
- Demonstrates sound product knowledge
- Shows an understanding of transport run areas and specified delivery days for each area
- Possesses interpersonal and communication skills
- Follows site health and safety procedures
- Must be competent to perform one or more of the following tasks/duties or a combination thereof:
 - Inputting sales orders directly into the system
 - Selling and up selling products to existing and potential customers
 - Providing supervisor with feedback on customers

LEVEL 2

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows. In terms of Characteristics, a Level 2 position is described as follows:

Characteristics

- The employee may work under limited supervision with checking related to overall progress.
- An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Typical Duties/Skills

Indicative typical duties and skills at this level may include:

- Reception/switchboard/call centre duties as in Level 1 and in addition responding to enquiries, where presentation and the use of interpersonal skills together with the acquisition of sound knowledge of the organisation's operations and services are a key aspect of the position, eg reception/switchboard.
- Specialised operations of the computerised radio/telephone equipment, micro personal computer and typewriter.
- Word processing eg the use of a word processing software package to create, format, edit correct, print and save text documents.
- Maintenance of records and/or journals including initial processing and recording relating to the following:
 - reconciliation of accounts balance
 - incoming/outgoing cheques
 - invoices
 - debit/credit items
 - payroll data
 - petty cash imprest system
 - letters etc.
- Secretarial – performing a broad range of clerical functions within this level. Computer applications involving clerical skills at this level, which may include one or more of the following functions:
 - create a data base/files/records
 - spreadsheet/worksheet
 - graphics
 - accounting/payroll file following standard procedures and using existing models/fields or information.
- Responsible and accountable to one or more area representative
- Understands and is responsible for own quality
- Possesses general interpersonal and communication skills and shows a positive attitude towards work
- Sound working knowledge of company products

- Appreciates how pricing structures work and can apply that knowledge when dealing with customers
- Able to promote new and existing products to customers
- Able to work individually or in a team environment under general supervision
- Telemarketing
- Operate computing equipment
- Run load sheets and invoices
- Process credits
- Alterations to load sheets
- Maintain customer pricing
- Balancing drivers money with drivers summary
- Resolves basic discrepancies where possible and refers others to supervisors
- Cash receipting to customer accounts
- Handling customer enquiries on debtor accounts
- Customer contact regarding overdue or unpaid account balances as directed by Manager.
- File and retrieve customer Proof of Delivery as required.
- Basic knowledge of PFD products that are held as stock lines and can also recognise products that are ordered as miscellaneous and from what supplier
- Demonstrates overall product knowledge

LEVEL 3

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows for a Level 3:

Characteristics

- The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Typical Duties/Skills

Indicative typical duties in this level may include:

- Prepare cash payment summaries, banking report and bank statements, calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger etc. at a higher level than at Level 2.
- Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- Secretarial – performing a broad range of clerical functions at a higher level than at Level 2
- Apply computer software packages utilising clerical skills at a higher level than a Level 2
- Responsible and accountable for the sales support of two or more Sales Representatives.

- Possesses good interpersonal and communication skills, and able to work from detailed instructions and procedures
- Resolves discrepancies where possible and refers others to supervisors
- Superior knowledge of PFD products that are held as stock lines and can also recognise products that are ordered as miscellaneous and from what supplier
- Demonstrates superior overall product knowledge
- Able to work individually or in a team environment under in-direct supervision performing a range of tasks requiring knowledge of company practices and procedures and skills obtained through considerable training and experience.
- Able to assist in improving efficiency of customer service operations.
- Balancing drivers money with drivers “delivery summary
- Cash receipting on customer accounts
- Detailed reconciliation of customer accounts
- Negotiation of payment with difficult customers
- Identify outstanding amount from trial balance and direct other staff on collection
- Advise Sales staff on requirements of the credit application and completeness of information required.
- Management of branch debtor’s ledger to company standard.
- Allocate customer payments as per company credit policy on customer payments previously unallocated.
- Run trial balances for Branch Manager, Sales staff and own use.
- File and retrieve customer Proof of Delivery as required.

LEVEL 4

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified for a Level 4 as follows:

Characteristics

- The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Typical Duties/Skills

Indicative typical duties and skills in his level may include:

- Secretarial/Executive Services performing a broad range of clerical functions at a level higher than at Level 3, which may include the following:
 - Maintain executive diary;
 - attend executive/organisational meetings and take minutes;
 - establish and/or maintain current working and personal filing systems for executive, answer executive correspondence from verbal or handwritten instructions.

- Responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements, completion of personnel/payroll data for authorisation; reconciliation of accounts to balance.
- Advise on/provide information on one or more of the following:
 - employment conditions;
 - workers compensation procedures and regulations;
 - superannuation entitlements, procedures and regulations.
- Apply computer software packages utilising clerical skills at a level higher than at Level 3.
- Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercise general discretion within the scope of this grade
- Possesses sound interpersonal skills
- May perform work requiring responsibility for the supervision, conduct and work of other employees
- Exercise skills to perform the following tasks and or combination thereof:
 - generate sales reports
 - notify customer service representatives of product changes and deletions
 - distributes sales contracts
 - coordinates break roster smoothly and efficiently
- Deal with difficult customers as a last step before litigation. Negotiate payment to avoid legal costs.
- Manager multiple branch debtors ledgers to achieve company standard for debtor collections.
- Detailed reconciliation on customer accounts with a view to clearing up customer disputes.
- Advise sales staff in regards to incomplete credit applications.
- Manager corporate customer accounts to company guidelines in line with the particular customer agreement.
- Ability to identify and fix a problem debtors ledger.
- Implement procedures in line with company credit policy at branch level.

STORES, WAREHOUSING AND DISTRIBUTION

INTRODUCTORY LEVEL

All new employees to commence at this level for a period of six (6) months, at which time they will revert to the appropriate classification as outlined below.

LEVEL 1

An employee under this classification performs duties to the level of training required for this classification including appropriate certification where relevant.

Characteristics

Employees at this level are:

- Responsible for the quality of their own work subject to detailed direction;
- Works in a team environment and/or under routine supervision;
- Undertake duties in a safe and responsible manner;
- Exercises discretion within their level of skills and training;
- Possesses basic interpersonal and communication skills.

Typical Duties/Skills

Indicative of the job descriptions or tasks which an employee at this level may perform are the following:-

- storing and packing goods and materials in accordance with appropriate procedures and/or regulations;
- preparation and receipt of appropriate documentation including liaison with suppliers;
- allocating and retrieving goods from specific warehouse areas;
- Order Picking to the required speed and accuracy using ride on pallet lifter, and other relevant equipment;
- selecting orders and assembling goods in areas such as grocery departments;
- responsible for housekeeping in own work environment;
- periodic stock checks;
- Accurately picking and scanning items confirming quantities picked and random weights recorded using RF scanning technology;
- ability to measure accurately using gauges and meters;
- maintaining records

LEVEL 2

An employee at this grade performs work above and beyond the skills of an employee at level 1 and to the level of training for this grade including certification where relevant.

Characteristics

An employee at this level:

- Understands and is responsible for quality control standards;
- Possesses an advanced level of interpersonal and communication skills;
- Possesses competent keyboard skills;
- Possesses a sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade;
- May perform work requiring minimal supervision either individually or in a team environment.

Typical Duties/Skills

Indicative of the tasks which an employee at this level may perform are the following:

- Order picking and loading trucks for delivery;
- Unloading and loading of trucks/semi-trailer;
- Stock control;
- Stock taking;
- Rotating stock to maintain use-by date;
- Order checking;
- licenses operation of all appropriate materials handling equipment;
- operates a forklift as a primary responsibility;
- Deliveries as required;
- General house keeping;
- Day-to-day duties within the capabilities of the employee, as required;
- Collecting money for sales;

- Use of computer terminal for purpose such as maintenance of a deposit storage system information input/retrieval etc. at a higher level than that of Storeworker 1;
- Assistance with development and refinement of a store layout including proper location of goods and their receipt and dispatch;
- Sound understanding of replenishment and receivals functions and ability to undertake replenishing and receivals tasks and duties.
- Ability to work alone or in control of an isolated store where no direct supervision is exercised.

LEVEL 3

A Storeworker 3 works above and beyond all the skills of an employee at Storeworker 2 grade and to the level of training for this grade, applying the skills acquired through successful completion of a certificate or equivalent qualification relevant to the industry according to the needs of the enterprise.

Typical Duties/Skills

Indicative of the tasks which an employee at this level may perform are the following:

- Implements quality control techniques and procedures.
- Understands and is responsible for a warehouse or a section of a warehouse.
- Highly developed level of interpersonal and communication skills.
- Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
- Exercises discretion within the scope of this grade.
- Exercises skills attained through the successful completion of an appropriate warehousing certificate.
- Has sound knowledge of the employer's operation.
- Liaising with management, suppliers and customers with respect to stores operations;
- Maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, despatches, etc;
- Weighing or shipping or receiving or delivery officer incorporating also dispatcher functions.

CUSTOMER SERVICE DRIVERS

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

- Deliver products to our customers as per invoice requirements
- Assistance with loading of truck 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 OH&S 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 or other relevant manager;
- Wear clean uniform as provided, be neat and tidy in appearance
- Report competitor activity and sales opportunities
- General store duties when required, including stocktakes
- Be prepared to work flexible hours
- Some weekend work may apply if mutually agreed
- Report all short dated and damaged goods to Operations manager or other relevant manager;

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 3 and 4 to recognize that some Customer Service Drivers may take on additional leading hand and supervisory responsibilities.

Drivers may be given a leading hand allowance or be moved above these levels if they are given significant additional responsibilities. All Driving levels will be expected to deliver product in good condition in an efficient and timely manner as per procedures outlined in the Company's Drivers Manual; to drive Company vehicles in a safe and courteous manner at all times; be responsible for money collected; and to communicate effectively with customers.

GRADE 1

- General Hand, Vehicle Washer and Detailer, Motor Drivers Assistant.
- Jockeys or offsidiers.
- Driving a Vehicle not exceeding 4.5tonnes GVM.

GRADE 2

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

GRADE 3

- Driving a 3 Axle rigid vehicle exceeding 13.9 tonnes GVM.
- Subject to the 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 4

- Transport Supervisor

APPENDIX D: SIGNATORIES

FOR AND ON BEHALF OF PFD FOOD SERVICES PTY LIMITED:

WARREN CRUSE
(Name)

[Signature]
(Signature)

6 HENDERSON RD, KNOXFIELD
(Address)

NATIONAL ER MANAGER
(Position in Company)

In the presence of:

MARK SMITH
(Name)

[Signature]
(Signature)

22 LORRAINE ST, BORONIA
(Address)

WITNESS
(Position in Company)

**FOR AND ON BEHALF OF THE EMPLOYEES – Australasian Meat Industry Employees Union
(Newcastle & Northern Branch):**

Justin Smith
(Name)

[Signature]
(Signature)

34 Union Street Newcastle West
(Address)

Branch Assistant Secretary
(Position in Company)

In the presence of:

Oscar Jenkins
(Name)

[Signature]
(Signature)

34 Union st Newcastle West
(Address)

Research Officer
(Position in Company)

FOR AND ON BEHALF OF THE EMPLOYEES – Transport Workers Union :

(Name)

(Signature)

(Address)

(Position in Company)

In the presence of:

(Name)

(Signature)

(Address)

(Position in Company)

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2020/10 - PFD Foods Services (Northern NSW) Enterprise Agreement 2019

Applicant: PFD Food Services Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Warren Cruse, National Employee Relations Manager for PFD Food Services Pty Ltd ("PFD") give the following undertakings with respect to the *PFD Food Services (Northern NSW) Enterprise Agreement 2019* ("the Agreement"):

1. I have the authority given to me by PFD to provide this undertaking in relation to the application before the Fair Work Commission.
2. In relation to clause 6.2(a)(ii)(B), PFD undertakes that in the event of an inconsistency between the terms of the Agreement and the National Employment Standards ("NES"), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.
3. In relation to clause 6.1(a)(i) span of hours, PFD undertakes that they will conduct a reconciliation every week to establish what the employees are paid under the Agreement when compared to what they would have earned under the relevant Award. If found that the amount under the relevant Award exceeds the amount paid, the employee will be paid the difference in the next pay period, plus an additional 1.00% of the difference as compensation.
4. In relation to clause 5.4 weekend penalties, PFD undertakes that for each employee working on Saturday and Sunday, they will conduct a reconciliation every week to establish what the employees are paid under the Agreement when compared to what they would have earned under the relevant Award. If found that the amount under the relevant Award exceeds the amount paid, the employee will be paid the difference in the next pay period, plus an additional 1.00% of the difference as compensation.
5. In relation to clause 5.1(x) hours of work, PFD undertakes that they will conduct a reconciliation every week to establish what the employees are paid under the Agreement when compared to what they would have earned under the relevant Award. If found that the amount under the relevant Award exceeds the amount paid, the employee will be paid the difference in the next pay period, plus an additional 1.00% of the difference as compensation.
6. In relation to clause 5.5 shift penalties, PFD undertakes that they will conduct a reconciliation every week to establish what the employees are paid under the Agreement when compared to what they would have earned under the relevant Award. If found that the amount under the relevant Award exceeds the amount paid, the employee will be paid the difference in the next pay period, plus an additional 1.00% of the difference as compensation.
7. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

3rd February 2020

Date