



**PFD FOOD SERVICES (TASMANIA)  
ENTERPRISE AGREEMENT**

**2024**

## 1. TITLE

This agreement shall be known as the PFD Food Services (Tasmania) Enterprise Agreement 2024.

## 2. ARRANGEMENT

This Agreement is arranged as follows:-

1. Title.....	2
2. Arrangement.....	2
3. Definitions.....	4
4. Parties and Persons Bound.....	4
5. Date and Operation of Agreement .....	4
6. Relationship to Awards and the National Employment Standards .....	4
7. No Extra Claims .....	5
8. Individual Flexibility Arrangement.....	5
9. Consultation .....	6
10. Dispute Resolution Procedure.....	7
11. Performance Management.....	8
12. Redundancy .....	9
13. Termination of Employment .....	11
14. Categories of Employment.....	12
15. Classifications .....	15
16. Mixed Functions .....	15
17. Wage Increases .....	16
18. Payment of Wages.....	16
19. Junior.....	16
20. Trainees .....	17
21. Team Leader Allowance .....	17
22. Other Allowances .....	17
23. Annualised Salary .....	18
24. Superannuation .....	19
25. Salary Sacrifice .....	20
26. Hours of Work, Breaks, Overtime, Shiftwork, Weekend Work .....	21
27. Public Holidays.....	25

28. Annual Leave .....	26
29. Long Service Leave.....	28
30. Personal/Carer's Leave.....	28
31. Unpaid Carer's Leave .....	30
32. Compassionate Leave.....	31
33. Parental Leave .....	31
34. Family and Domestic Violence Leave .....	31
35. Blood Donor Leave.....	31
36. Community Service Leave .....	32
37. Drug and Alcohol Policy .....	32
38. Training .....	32
39. Union Delegate Training.....	32
40. Validity of Driver Licences .....	33
41. Dress Code and Uniforms .....	33
42. Minor Maintenance.....	33
<b>APPENDIX A: WAGE RATES .....</b>	<b>35</b>
<b>APPENDIX B: ALLOWANCES.....</b>	<b>36</b>
<b>APPENDIX C: CLASSIFICATION STRUCTURE.....</b>	<b>37</b>
<b>APPENDIX D: SIGNATORIES.....</b>	<b>47</b>

### 3. DEFINITIONS

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

- (a) "**Act**" shall mean *Fair Work Act 2009* (Cth).
- (b) "**FWC**" shall mean Fair Work Commission.
- (c) "**NES**" shall mean National Employment Standards under the Act.
- (d) "**Salaried Employee**" shall mean an employee who receives an annual salary in accordance with clause 22 of this Agreement.
- (e) "**Shift Worker**" is defined by clause 25(g) and clause 27(e) of this Agreement.

### 4. PARTIES AND PERSONS BOUND

(a) This Agreement shall be binding upon:-

- (i) PFD Food Services Pty Ltd, (ABN 29 006 972 381) and its branches in the State of Tasmania (the 'Company'); and.
- (ii) Employees who perform work in or in connection with any food products and other associated products including, warehousing, driving and clerical work; and
- (iii) Employees of the Company in Tasmania whose work is covered by the classification structure in Appendix C; and
- (iv) The Transport Workers Union ("TWU") and any other employee organisation which is approved to be covered by this Agreement by the FWC in accordance with section 201(2) of the Act.

### 5. DATE AND OPERATION OF AGREEMENT

- (a) This Agreement shall have operative effect seven days after the date that the Agreement is approved by FWC and shall remain in force until 30 June 2027.
- (b) The parties agree to commence the re-negotiation of this agreement within 3 months of its expiry date.

### 6. RELATIONSHIP TO AWARDS AND THE NATIONAL EMPLOYMENT STANDARDS

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

- (g) The parties to this Agreement intend it to be a comprehensive enterprise agreement to replace all prior agreements and awards.
- (h) In addition, this Agreement operates to the exclusion of any modern award which may be otherwise applicable.

## **7. NO EXTRA CLAIMS**

During the life of the Agreement neither party shall make any additional claims on each other.

## **8. INDIVIDUAL FLEXIBILITY ARRANGEMENT**

- (a) The Company and an employee covered by this enterprise agreement may, upon the Company receiving a written request from the employee, agree to vary the effects of the terms of the Agreement if:
  - (i) the agreement deals with the item listed below;
  - (ii) arrangements about when work is performed;
  - (iii) the arrangement meets the genuine needs of the Company and employee; and
  - (iv) the arrangement is genuinely agreed to by the Company and employee.
- (b) The Company must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the Act; and
  - (ii) are not unlawful terms under section 194 of the Act; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Company must ensure that the individual flexibility arrangement:
  - (i) is in writing; and
  - (ii) includes the name of the Company and the employee; and
  - (iii) is signed by the Company and the 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 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) the day on which the arrangement commences.
- (d) The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
  - (e) The Company or employee may terminate the individual flexibility arrangement:
    - (i) by giving 28 days written notice to the other party to the arrangement; or
    - (ii) if the Company and employee agree in writing — at any time.

## **9. CONSULTATION**

9.1 This term applies if:

- (a) the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

9.2 The Company must notify the relevant employees of the decision to introduce the major change.

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

9.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative;
- (c) the Company must recognise the representative.

9.5 As soon as practicable after making its decision, the Company must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and

- (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- 9.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.8 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 9.2, 9.3 and 9.5 are taken not to apply.
- 9.9 In this term, a "**major change**" is likely to have a significant effect on employees if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.
- 9.10 In this term, "**relevant employees**" means the employees who may be affected by the major change.

## 10. DISPUTES RESOLUTION PROCEDURE

- (a) The parties are agreed that the primary focus of the parties in dealing with disputes between them is to avoid confrontation and lost time, to that end the following procedure will be applied in dealing with grievances and disputes in relation to this Agreement or the NES:-

- (i) An employee on becoming aware of a grievance or matter which may give rise to a dispute situation will immediately bring the matter to the attention of the immediate supervisor who shall endeavour to resolve the matter;
  - (ii) Should the matter remain unresolved it shall be submitted to the Branch Manager who shall endeavour to resolve the matter in dispute;
  - (iii) Should the Branch Manager be unable to resolve the matter, a meeting shall be held between the Branch Manager, the relevant employee(s) and their chosen representative(s), and the State Manager if it is deemed necessary.
  - (iv) Should the matter remain unresolved either party may refer the matter to FWC for resolution, including through arbitration by FWC, provided that the Company and the relevant employee(s) agree to arbitration.
  - (v) While the above disputes procedure is being followed work shall proceed without the imposition of bans or limitations of any kind and both parties will ensure no inflammatory action is taken.
  - (vi) Until the dispute is resolved by agreement, conciliation or arbitration, the Status Quo before the dispute arose will be maintained and work will continue without disruption. No party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.
- (b) At any stage during this process, employees may appoint a representative to act as a support person.

## **11. PERFORMANCE MANAGEMENT**

- (a) Employees agree to conduct themselves in accordance with Company policies and procedures, Company 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. 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) In circumstances where an employee's conduct or performance is not acceptable the following procedure should be followed:
  - (i) Management shall counsel staff about their conduct or performance as required. This will be regarded as a verbal warning, unless management considers the conduct or



performance issue serious enough to warrant a first written warning.

- (ii) If the employee's conduct or performance does not improve, or if an employee engages in conduct which warrants a formal warning, the employee shall be counselled formally by management which may issue a first written warning.
- (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.
- (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 or conduct breach.
- (v) This process does not apply if an employee engages in conduct that can be remedied immediately or if an employee engages in serious misconduct, in which case the employee will be subject to summary dismissal. Additionally, if the conduct is serious enough, management may skip the above and issue the employee a first and final warning.
- (vi) The employee shall be offered an opportunity to reasonably nominate a witness or support person for each step of the above process, as long as it does not unreasonable delay the process.

## **12. REDUNDANCY**

- (a) Discussions before termination
  - (i) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing to be performed by anyone 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 their Union where appropriate.
  - (ii) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of clause 12 hereof 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 Company shall, as soon as practicable, provide in writing to the employees concerned, all

relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would be detrimental to the Company's interest.

(b) Transfer to lower paid duties

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

(c) The provisions of this clause 12 are not applicable to any employee or to any situation where, pursuant to section 122 (that relates to transfer of employment situations) or section 123 (that relates to employees engaged for a specified time or specified tasks, summary dismissal, casual employment and trainees) of the Act, an employee would not be entitled to redundancy pay.

(d) Time off work during notice period

(i) During the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

(iii) For the purpose of sub-clause 12(d)(ii) a statutory declaration will be sufficient.

(e) Notice to Centrelink or its successors

Where a decision has been made to terminate 15 or more employees in circumstances of redundancy, the Company shall notify the appropriate authorities.

(f) Severance pay

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

- A. Notice or pay in lieu of notice in accordance with clause 13.
- B. Severance pay of two (2) weeks for each completed year of service capped at 52 week's pay provided that:
  - 1. an employee with one year, but less than two years service, shall receive at least four (4) weeks' pay;
  - 2. an employee with two years, but less than three years service, shall receive at least six (6) weeks' pay;
  - 3. an employee with three years, but less than four years service, shall receive at least seven (7) weeks' pay.
- C. All superannuation to be paid out as per the relevant trust deed or deeds and where permitted by the Superannuation Guarantee laws.
- D. All unused annual leave and pro-rata leave loading (except for those on an annualised salary who do not receive the leave loading).
- E. All long service leave in accordance with the Long Service Leave Act 1976 (Tas).
- F. An itemised redundancy statement outlining the above, where possible this will occur no later than three days before separation.

(ii) Weeks' pay means the ordinary time rate of pay for the employee concerned and excludes overtime, penalty rates, allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments of a like nature.

(g) Employees leaving during notice.

An employee whose employment is terminated for reasons of redundancy may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under clause 12(f) had he/she remained with the Company until the expiry of such notice but is entitled to pay in lieu of notice.

### 13. TERMINATION OF EMPLOYMENT

(a) 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</i>
<i>Notice</i>	<i>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

Provided that the notice shall not be counted as annual leave.

- (b) In addition to the notice in sub-clause 13(a), employees over 45 years of age at the time of notice and with two years continuous service or more shall be entitled to an additional week's notice.
- (c) Provided that where the Company has given notice of termination, an employee other than a casual employee, on request, shall be granted an unpaid leave of absence of one day in order to look for alternative employment.
- (d) 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.
- (e) 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.
- (f) Casual employees may be terminated without notice at any time.
- (g) The period of notice in sub-clause 13(a) shall not apply to employees who are exempted from receiving notice of termination under section 123 of the Act (that relates to employees engaged for a specified time or a specified task, summary dismissal, casual employment and trainees).
- (h) Nothing in this Agreement prevents the Company from summarily dismissing an employee for serious misconduct as defined by the Act and the Fair Work Regulations 2009.
- (i) The notice of termination required to be given by an employee shall be the same as that required of the Company in clause 13(a), except that there shall be no additional notice based on the age of the employee concerned.

#### **14. CATEGORIES OF EMPLOYMENT**

- (a) Full-time Employment

A full-time employee is a weekly employee other than a part-time employee or a casual employee, who works an average of 38 ordinary hours per week.

- (b) Part-time Employment

- (i) A part-time employee is a weekly employee who is required to work less than 38 ordinary hours per week. Changes to the roster shall only be made following consultation with, and the written agreement of, the employee concerned.
  - (ii) A part-time employee working ordinary time shall be entitled, on a pro rata basis, to the entitlements prescribed by this Agreement according to the number of ordinary hours worked.
  - (iii) Part-time employees will be paid overtime rates in excess of the hours mutually arranged, 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.
  - (iv) A part-time employee shall be employed for a minimum of 10 hours per week or a lesser amount if mutually agreed between the employee and employer. Further a part-time employee shall be employed for a minimum of three hours per shift.
- (c) **Casual Employment**
- (i) A casual employee is one engaged and paid as such.
  - (ii) A casual employee working ordinary time will be paid the relevant hourly rates prescribed in Appendix A for the work performed, plus a 25% casual loading.
  - (iii) A casual employee, where possible, must be notified at the end of the working day if his or her services are not required the next working day.
  - (iv) The minimum shift for casual employees shall be 3 hours.
  - (v) Casual employees will be paid the applicable casual loading set out in 14(c)(ii) in lieu of personal/carer's leave, bonus, annual leave, public holidays, or any other form of paid leave.
  - (vi) In addition to their casual loading, casual employees, whether directly engaged by the Employer or not, will be employed on the same terms and conditions as apply to other employees who are covered by this Agreement, subject to this Agreement.
- (d) **Right to request casual conversion**
- (i) A person engaged as a regular casual employee may request that their employment be converted to full-time or part-time employment.
  - (ii) A **regular casual employee** is a casual employee who has in the preceding period of 6 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

- (iii) A regular casual employee who has worked equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to full-time employment.
- (iv) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (v) Any request under clause 3.2 (d) must be in writing and provided to the employer.
- (vi) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (vii) Reasonable grounds for refusal include that:
  - (i) It would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award –that is, the casual employee is not truly a regular casual employee as defined in clause 3.2 (d) (ii).
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (e) All new employees will be subject to a probationary period of 6 months from their hire date.
- (f) 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.

## 15. CLASSIFICATIONS

- (a) The classifications which apply to persons covered by this Agreement are set out in Appendix A.
- (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/storeperson. The employee's agreement to be engaged on this basis will be recorded in writing. Persons engaged on this basis will be classified at the equivalent classifications for work as a storeperson or a driver/storeperson and shall be paid the Storeperson or Driver/Storeperson (DS) rate set out in Appendix A as applicable. The classification descriptions for the Driver/Storeperson shall equate to those at the same level for Drivers and Storepersons (eg Driver/Storeperson 1 has the same description as Storeperson 1) depending on the type of work being performed.
  - (i) Where the employee is rostered to work as a driver/storeperson the applicable allowances shall be those corresponding to the classification for which the employee has performed the majority of their weekly hours.

## 16. MIXED FUNCTIONS

- (a) Where a weekly employee is put to work temporarily at a higher classification than their substantive classification, they shall be paid as follows:
  - (i) Up to three hours on any one day - the rate prescribed for such higher classification with a minimum of one hour.
  - (ii) Over three hours on any one day - a full day's pay at the rate prescribed for such higher classification.
  - (iii) Over 20 hours in any one week - a full week'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.
- (c) This clause will not apply to Storepersons when they are performing Driver/Storeperson duties.

## 17. WAGE INCREASES

- (a) The minimum wage rates for employees applicable under this Agreement are set out in Appendix A.
- (b) Employees shall receive the following wage increases:
  - (i) An increase as outlined in Appendix A effective from the first full pay period on or after 1<sup>st</sup> July 2024;
  - (ii) a 4.0% increase in wage rates effective from the first full pay period on or after 1<sup>st</sup> July 2025;
  - (iii) a 3.0% increase in wage rates effective from the first full pay period on or after 1<sup>st</sup> July 2026.
- (c) Allowances will be increased by 6.0% from the first full pay period on or after 1<sup>st</sup> July 2024 and then increased in accordance with the wage increases in clause 16(b)(ii) and (iii) over the life of the Agreement.

## 18. PAYMENT OF WAGES

- (a) Payment of wages will be by way of electronic funds transfer (EFT) to a bank, credit union or building society of the employee's choice.
- (b) Wages shall be paid not later than Thursday in each week and during working hours.
- (c) 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 Company, the Company shall make other reasonable arrangements for payment.
- (d) Where the pay day falls on a public holiday, employees shall be paid on the day prior to the normal pay day.
- (e) On each pay day, employees shall be provided with a pay slip detailing all monies paid, hours worked and deductions made from wages. The pay slip shall also detail all superannuation contributions, and accruals for annual leave, sick leave and long service leave.

## 19. JUNIOR RATES

Junior employees will be paid the following percentages of the wage rates set out in Appendix B.

Age	% of wage rate in Appendix B
16 years and younger	70
17 years of age	80
18 years of age	90



19 years of age	100
-----------------	-----

- (a) In the absolute discretion of the branch manager, a junior employee may be paid the adult wage rate instead of the percentage rate listed above.

## **20. TRAINEES**

- (a) 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 16(b) will also apply to the national training wage rates applicable at the date of operation of this Agreement.
- (b) 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.

## **21. TEAM LEADER ALLOWANCE**

- (a) It is agreed that the Team Leader allowance in Appendix B will only apply to team leaders who were already employed as at the 10 July 2012, and if they had previously received the allowance prior to that date.
- (b) The allowances provided for under this clause shall be phased out if no existing employees qualify to receive this allowance in accordance with clause 20(a).

## **22. OTHER ALLOWANCES**

- (a) Money Handling Allowance

Regular Drivers required to handle money for the week shall be entitled to a weekly money handling allowance as per Appendix B.

- (b) Freezer Allowance

Storepersons who work in the freezer area (below minus 20 degrees Celsius)

- (i) for more than 10 and up to 20 hours a week in the freezer area; or
- (ii) for more than 20 hours a week in the freezer area;

shall be entitled to the relevant weekly freezer allowances as per Appendix B.

(c) Meal Allowance

Drivers and Storepersons who work in excess of 3 hours overtime without notice being given the previous day of the requirement to work overtime shall be entitled to the meal allowance in Appendix B.

(d) First Aid Allowance

Those employees holding appropriate certification and who are appointed as a First Aid Officer at the branch, shall be entitled to the first aid allowance in Appendix B.

Weekly allowances payable upon termination of employment shall be payable on a pro-rata basis only based on the proportion of hours the employee has worked for the week.

The rates of pay set out in Appendix A are inclusive of all other allowances that may otherwise be payable under any Award.

## **23. ANNUALISED SALARY**

(a) Where the Company and an employee agree an employee may be put on an annualised salary.

(b) In calculating an annualised salary under this clause the following components shall be taken into consideration:

(i) The employee's ordinary time pay calculated in accordance with this Agreement.

(ii) The employee's average overtime times calculated as an average over the preceding 12 month period; and

(iii) Any work related allowance, loadings and penalties applicable to the employee under this Agreement.

(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 penalties or loadings provided by this Agreement.

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

(vi) The Company must ensure that an employee who enters into a written annualised wage agreement with the Company shall be better off overall compared to what they would have been paid had that employee been paid as an hourly paid employee under the terms of this Agreement. Salaried arrangements will be reviewed once annually to ensure employees are better off overall. The

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

- (vii) The Company will also conduct a reconciliation every pay period, to ensure the employee is Better Off Overall compared to the Award. If found to be paid equal to or lower, the employee will be back-paid for the difference in the next pay period, plus an additional 1.00% of the difference as compensation.
- (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.
- (ix) Annualised salary reviews may result in the employee being paid either:
  - A the percentage increase provided in clause 16(b) or;
  - B any other increase as determined by the Company.
- (x) Prior to commencement of an annualised salary arrangement, the parties will agree in writing to the allowances, penalties and loadings to be replaced by the annualised salary arrangement.

## 24. SUPERANNUATION

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* 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
  - (i) 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:
    - 1. ANZ Smart Choice Super Fund (PFD's My Super Default Superannuation Fund); or

2. TWUSuper is available as a Choice Super Fund, or any other such complying Fund as elected by the employee.

- (ii) Should the PFD default Superannuation Fund change for whatever reason, PFD undertakes that the successor will be an approved My Super product.
- (iii) Those employees that do not nominate a chosen Fund shall, by default, have contributions sent to the PFD Superannuation Fund.

(c) Change of Fund

Employees may elect to change the fund into which the Company makes contributions up to one time per Calendar year.

(d) Savings

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

(e) Employee contributions

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

## **25. SALARY SACRIFICE**

(a) Flexible Remuneration

- (i) Notwithstanding any other provisions of any award or enterprise agreement applying to the Company at the commencement of this clause, an employee may participate in a salary sacrifice program in relation to superannuation contributions by agreement in writing with the Company.
- (ii) The employee may request to receive ordinary time wages payable in accordance with this Agreement minus an amount diverted into additional superannuation contributions a under this program.
- (iii) Any request to participate in the program shall be in a form approved by the Company.
- (iv) An employee who takes any paid leave shall receive the ordinary wages payable after deductions made under this clause in lieu of salary and wages and other amounts payable under this Agreement, except that overtime, annual leave loading and termination payments will be calculated as if the contribution in sub-clause 25(a) had not been deducted from the wages.

- (v) Each employee participating in the program under this clause shall receive written confirmation of relevant information, including the post arrangement gross wage rates, net wage rates and any other payment that may be affected by the arrangement.
- (vi) Written confirmation as specified in subclause 24(a)(v) above shall be provided again whenever the employee's wage rate changes.

## **26. HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK**

### **(a) Ordinary Hours of Work**

- (i) The ordinary hours of work will be an average of 38 per week, to be worked continuously except for meal breaks, and, worked over 5 days per week, including Monday to Friday, or Tuesday to Saturday, or Sunday to Thursday.
- (ii) The span of ordinary hours for Day Work shall be between the hours of 5.00am and 8.00pm.
- (iii) Ordinary hours shall not be worked over more than five consecutive days.
- (iv) These ordinary hours may be rostered as:
  - 1. thirty eight per week; or
  - 2. seventy six in fourteen consecutive days; or
  - 3. one hundred and fourteen in twenty-one consecutive days; or
  - 4. one hundred and fifty two in twenty-eight consecutive days.

### **(b) Four Days per Week**

- (i) The Company may roster full-time employees for their 38 hour working week over 4 days per week.
- (ii) Any hours in excess of 38 for the week shall be paid as overtime. No employee working 4 days shall be rostered to work on the fourth day for less than 4 hours.
- (iii) A maximum of 12 ordinary hours may be rostered in one day.

### **(c) Rosters**

- (i) Each employee's actual starting and finishing time(s) will be determined by a roster which shall be prepared by the Company at least weekly. An employee's start and finish time, once set by the roster, shall not be changed unless at least 10 hours' notice has been given, an agreement reached or in an emergency situation.

An employee's start time shall not vary by more than 4 hours from the start of the working week.

- (ii) An employee's place in the roster shall wherever practicable be determined by agreement, however, in the absence of agreement it is open for the Company to set a roster by giving the employee not less than one week's notice.
- (iii) No request from an employee in regards to a change to their roster shall be unreasonably refused by the Company.
- (iv) At each branch an agreement may be reached between management and employees and their representatives (if requested) to allow for the regular rotation of employees within the roster to provide a fair distribution of the various start and finish times.

(d) Overtime

- (i) The Company may require an employee to work reasonable overtime, and if paid by the hour, at overtime rates.
- (ii) All work done outside or in excess of the daily ordinary hours or in excess of 38 ordinary hours shall be paid overtime. The overtime rate between Monday to Saturday is time and a half for the first two hours, then double time thereafter until the completion of the overtime work.
- (iii) All overtime worked on a Sunday will be paid at the rate of double time.
- (iv) An employee may choose, with the consent of the Company, to take time off instead of payment for overtime at a time or times agreed with the Company. This agreement must be in writing. The employee must take the time off within four weeks of working overtime.
- (v) On the termination of the employee's employment, time off for overtime worked by the employee which has not been taken will be paid to the employee at the overtime rate applicable to the overtime worked.
- (vi) The Company shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked under clause 25(d) where such time has not been taken within four weeks of accrual in accordance with clause 25(d)(iv).
- (vii) If an employee takes time off instead of payment for overtime then the amount of time is taken to be equivalent to the pay the employee would otherwise have received for working overtime.

(viii) On each occasion that the employee elects to take time off in lieu of payment for overtime, the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

(e) Weekend Work

(i) For all ordinary hours worked on Saturday that is not part of an afternoon or nightshift roster, employees shall receive a penalty rate of 25%.

(ii) For all ordinary hours worked on Sunday that is not part of an afternoon or night shift roster, employees shall receive a penalty rate of 50%.

(iii) Casual employees may be rostered to work on any day. Work performed on the weekend shall be considered ordinary hours when the total number of days worked for the week is 5 or less, and the penalty rates or shift loadings as listed in clauses (i) and (ii) above shall be payable. Where the weekend work is the casual employee's 6th or 7th day for the week, overtime rates shall be payable.

(iv) In the event that PFD Food Services introduces ordinary hours to be worked over a weekend, PFD Food Services will undertake a reconciliation of the working hours of all relevant employees at a maximum of 6 monthly intervals. The reconciliation will take into account the amount the employee received under the Enterprise Agreement, and what they would have earned under the respective modern award, namely the Clerks Private Sector Award, the Storage Services and Wholesale Award or the Road Transport and Distribution Award. If the amount under the relevant modern award exceeds the amount paid under the Enterprise Agreement, the employee will receive an additional top up payment which is the difference between the rate paid and the relevant rate under the Clerks Private Sector Award, the Storage Services and Wholesale Award or the Road Transport and Distribution Award applicable at that time, plus an additional nominal amount of \$100 per annum to ensure that the employee is better off overall.

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 31<sup>st</sup> January or 31<sup>st</sup> July following the 6 monthly interval reconciliations, or no later than 4 weeks after the date their employment ends.

(f) Breaks

(i) Meal Breaks

1. No employee shall be required to work in excess of 6 hours without being allowed a meal break, except for Drivers who must have their break within the first 5.5 hours of their shift.
2. The Company will allow meal breaks of between 30 and 60 minutes depending on the requirements of the business. All such meal breaks shall be unpaid.
3. Drivers, when not at the Company's depot at the regular meal time, shall be responsible to find their own meal break at a convenient time within their work shift within the first 5.5 hours to meet fatigue management requirements.
4. Employees will be entitled to a 10 minute paid tea break during a work day. This may be scheduled at a suitable time by the Company at its own discretion.

(ii) Rest period after overtime

Employees are entitled to a minimum break between completion of overtime and the commencement of ordinary hours of 10 hours, unless mutually agreed.

(g) Shift Work

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

A morning shift shall be defined as an ordinary hours shift finishing between 7am and 11am. Such a shift attracts a 15% loading.

(ii) Afternoon Shift

An afternoon shift shall be defined as an ordinary hours shift finishing after 8pm and at or before midnight. Such a shift attracts a 17.5% loading.

(iii) Night Shift

A night shift shall be defined as an ordinary hours shift finishing after midnight and before 7am. Such a shift attracts a 25% loading.

(iv) Variation of Start Times

Notwithstanding anything elsewhere contained in this Agreement the start time of shift workers may be varied by the Company with seven days' notice, or otherwise with the Agreement of the majority



of employees in the work unit for the purposes of meeting the Company's needs.

(v) Shift work loadings

The shift work loadings specified at clause 25(g) are paid in substitution for and are not cumulative upon the penalty rates in clause 25(e).

(vi) Shift work on public holidays

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 starts. Therefore, if the day on which the shift starts 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 finishes is a Public Holiday but the day on which the shift starts is not a Public Holiday, the employee will not be entitled to any Public holiday benefits for that entire shift.

## **27. PUBLIC HOLIDAYS**

- (a) The public holidays for all employees shall be New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Recreation Day (where Hobart Regatta Day is not observed), Christmas day and Boxing Day and any other day as gazetted in Tasmania, except as provided below.
- (b) Substitution of these public holidays shall occur as follows:
- (i) When Christmas Day is a Saturday or a Sunday, a holiday instead will be observed on 27 December;
  - (ii) When Boxing Day is a Saturday or a Sunday, a holiday instead will be observed on 28 December;
  - (iii) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday instead will be observed on the next Monday;
  - (iv) 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 enterprise or relevant section of the enterprise.
  - (v) By agreement between the Company and the majority of employees in the relevant location or section of the business in that location, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

- (vi) If the Company requires employees to work on a Public Holiday, they will first ask for volunteers and then if they don't get enough volunteers, the Company will have the ability to roster employees to work with a minimum of 21 days' written notice in their normal work areas.
- (vii) If an employee works on a public holiday or a day on which the public holiday has been substituted for, they shall be entitled to, by agreement between the Company and the employee, one of the following:
  1. A day in lieu of the public holiday at ordinary time rate of pay;
  2. payment at the applicable public holiday rate of pay, which shall be 250% for all public holidays;
  3. An employee will be paid for at least four hours.
- (viii) No additional entitlement arises where a public holiday falls on a rostered day off.
- (c) In accordance with the Act, 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.

## **28. ANNUAL LEAVE**

- (a) Annual leave entitlement - general
  - (i) Annual leave is provided in accordance with the NES and the terms within. Full time employees accrue the equivalent of four weeks paid annual leave per year. Part-time employees accrue paid annual leave on a pro-rata basis. Annual leave accrues progressively throughout the year according to an employees' ordinary hours of work. Casual employees are not entitled to annual leave.
  - (ii) Annual leave shall be given and taken in accordance with the requirements of the Act and 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:

1. 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;
2. subject to clause 28(a)(ii)(D), repay on termination of employment any amount of pay for leave given in advance or authorise 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 on termination.

(E) Subject to the provisions in clause 27, 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.

(F) Annual Leave requested by employees shall be approved/not approved no later than 4 weeks before the holiday is due to commence. If the request for Annual Leave is made less than 4 weeks before it is due to commence, the manager shall have 2 weeks to consider and either approve/not approve the leave.

(G) Once approval for leave is given, excepting extenuating circumstances, the Company shall not revoke that approval.

(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) Payment for annual leave
  - (i) Payment for annual leave shall be in advance or in arrears with normal wage payments.
  - (ii) Such annual leave shall be exclusive of any public holidays, which may occur during the period of that annual leave and shall be paid for by the Company.
  - (iii) An employee shall be paid at the ordinary rate payable to the employee concerned immediately prior to that leave under this Agreement.
- (d) Cashing out annual leave
  - (i) Once in any 12 month period, an employee may elect in writing to forgo 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, provided that the employee retains a balance of at least four weeks' accrued annual leave after the cashing out has been effected.
  - (ii) The employee's accrued annual leave will be reduced by the amount of leave that has been cashed out.
- (e) 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.

## **29. 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 1976 (Tas) as varied or amended, provided that no part of that Act shall be taken to form part of this Agreement.

## **30. PERSONAL/CARER'S LEAVE**

- (a) Sick leave entitlement

Personal/Carer's leave is provided in accordance with the NES and the terms of clause 29. Full-time and part-time employees are entitled to paid personal leave if they are unfit for work due to a personal injury or personal illness and their entitlement shall be:

- (i) 10 days per annum of ordinary working time calculated pro rata from the first year of service, which shall accrue progressively throughout the year according to an employees' ordinary hours of work;

- (ii) Provided that:
  - 1. his or her non-attendance was due to personal illness, or injury necessitating such absence or for carer's leave purposes;
  - 2. if the personal leave is taken next to a public holiday, annual leave, a weekend, at the beginning or ending of the shift working week, or if two or more days are taken, or more than 3 single days in any 12 month period, then either a medical certificate or statutory declaration is required to be submitted on all occasions.

(b) **Personal leave to accumulate**

If the full period of personal leave as prescribed above is not taken in any year, such portion as is not taken shall, provided an employee remains in the service of the Company or any successor of such employer, be cumulative from year to year.

- (c) Payment for personal leave will be calculated on the number of ordinary rostered hours for that shift.

(d) **Carer's leave**

- (i) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support due to illness or injury affecting that member or an unexpected emergency affecting that member, shall be entitled to use, in accordance with this clause, any personal leave entitlement for absences to provide care and support for such persons.
- (ii) The employee shall, if required, establish by production of either a medical certificate or statutory declaration, the illness, injury or unexpected emergency of the person concerned.
- (iii) The entitlement to use personal leave in accordance with this clause is subject to:
  - 1. the employee being responsible for the care and support of the person concerned; and
  - 2. the person concerned being either:
    - (A) a member of the employee's immediate family; or
    - (B) a member of the employee's household.
- (iv) the term immediate family holds the same definition as the Act. The employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not

practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

- (e) Shift loadings
  - (i) Where an employee is absent from work due to illness, injury or carers leave while working shiftwork, he or she will be entitled to their normal rate of pay, which shall include all relevant shift loadings.
  - (ii) Shift allowances shall be payable only on those paid personal leave hours. Shift entitlements shall not be payable on unpaid sick leave where the employee has no or not enough personal leave entitlements.
- (f) Sick Leave Bonus Scheme
  - (i) In each year of operation of the Agreement, that is, between the period 9th November of one year and 8th November the following year, those employees adhering to the sick leave requirements as listed, shall be entitled to a bonus as set out below:
    1. Those employees that have zero days personal leave for the period shall be entitled to a bonus of \$450 gross.
    2. Those employees that have 1 day personal leave for the period shall be entitled to a bonus of \$300 gross.
    3. Those employees that take 2 days personal leave for the period shall be entitled to a bonus of \$150 gross.
  - (ii) Pro-rata payments shall be applicable for part-time employees based on the number of ordinary hours worked over the previous 12 months.
  - (iii) The bonus shall be payable in the first full pay week of December for each year of operation of the Agreement.

### **31. UNPAID CARER'S LEAVE**

An employee may elect, with the consent of the Company, to take unpaid carer's leave for the purpose of providing care or support to a family member when they are ill, injured or in the case of an unexpected emergency affecting that class of person, in accordance with the Act.

- (a) Make-up time
  - (i) An employee may elect, with the consent of the Company, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

- (ii) On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

### **32. COMPASSIONATE LEAVE**

- (a) An employee other than a casual employee, shall, be entitled to up to three days' of compassionate leave with pay on each permissible occasion when a member of the employee's immediate family or a member of the employee's household (as defined by the Act):
  - (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) A casual employee will be entitled to compassionate leave as described above, save that such leave shall be unpaid.
- (c) Proof of such death shall be furnished by the employee to the satisfaction of the Company, if required.
- (d) Compassionate leave may be taken during other leave available under this Agreement, in accordance with the Act. In determining such a request the employer will give consideration to the circumstances of the employee, the type of leave the employee is utilising, and other factors that may be considered necessary.

### **33. PARENTAL LEAVE**

Parental leave will be provided in accordance with the NES

### **34. FAMILY AND DOMESTIC VIOLENCE LEAVE**

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

### **35. BLOOD DONOR LEAVE**

- (a) A weekly employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay for a period of two hours, on each occasion and subject to a maximum of one absence for the purpose of donating blood each calendar year.
- (b) Such employee shall arrange for his/her absence to be on a day suitable to the Employer and be as close as possible to the beginning or ending of his/her ordinary working hours.
- (c) Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance shall first be furnished to the satisfaction of the Employer.

**36. COMMUNITY SERVICE LEAVE**

Community Service leave will be provided in accordance with the NES.

**37. DRUG AND ALCOHOL POLICY**

A Drug and Alcohol policy is in existence. All parties to the Agreement agree to actively support this policy to protect the safety of all employees. This policy may change from time to time, however that policy is not incorporated into this Agreement.

**38. TRAINING**

- (a) Employees will be able to participate in workplace health and safety and other professional training as agreed from time to time as required by their role.
- (b) PFD employees will be provided the opportunity to undertake Mental Health Detection Training which will be organised through PFD with a mental health provider.
- (c) While undertaking this training, PFD employees will be paid as per their Ordinary Hours.

**39. UNION DELEGATE TRAINING**

- (a) The Company will pay a Union representative's ordinary weekly wage, as prescribed by Appendix A –Wage Rates, whilst the Union representative is attending a Union training course provided that:
  - (i) The representative must first obtain the permission of the Company.
  - (ii) Permission will not be unreasonably withheld having in mind the operational needs in the representative's work area, and the relevance and value of the training to the Company and employee;
  - (iii) Each request for permission to attend a course must be endorsed by the State Secretary of the Union;
  - (iv) Employees conducting Union delegate training for the first time will be entitled to a maximum of three (3) days paid leave with the Company in that calendar year. This does not accrue from year to year;
  - (v) All other employee representatives will be entitled to a maximum of two days paid leave in any one calendar year. This does not accrue from year to year; and



- (b) Leave under this clause will be granted subject to the Company being given at least four week's notice of the date that the 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.

#### **40. VALIDITY OF DRIVER LICENCES**

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 of an employee(s) is valid.

#### **41. DRESS CODE AND UNIFORMS**

- (a) The Company requires employees, other than Drivers and Storepersons, to dress at the level of business casual or above. In keeping with the standards of our customers, some employees are expected to dress in a business-like fashion (e.g. suits, shirts, ties, jackets for men and suits, jackets, skirts, slacks, blouses for women). If the employee does not directly interact with our customers, then business casual is the required level, that is, dress that is considered smart, casual but clean and does not include dirty or torn clothes of any type, torn or designer torn jeans, track suit pants, track suit tops, leggings, singlets, or thongs.
- (b) Drivers and Storepersons are required to wear Company issued uniforms and keep a neat, clean and tidy appearance whilst at work. There is a Company Uniform Policy in place that Employees are expected to comply with, however that Policy does not form part of this Agreement.

#### **42. MINOR MAINTENANCE**

- (a) Employees will perform minor maintenance tasks on vehicles including:-
  - (i) tyre checks;
  - (ii) oil level checks;
  - (iii) refrigeration checks i.e. oil and water where applicable;
  - (iv) water level checks;
  - (v) changing belts on refrigeration units;
  - (vi) check belts on vehicles and refrigeration units;
  - (vii) report matters requiring maintenance as soon as detected.
- (b) To facilitate maintenance and reporting the Company shall ensure that a vehicle safety checklist document is maintained which should allow for differentiation between safety maintenance and preventative or cosmetic maintenance. An employee upon becoming aware of a maintenance

requirement is to incorporate that requirement in the checklist and advise the appropriate supervisor.

- (c) Drivers are to be responsible to maintain the cleanliness of:-
  - (i) truck cabin;
  - (ii) exterior; and
  - (iii) interior food compartments.
- (d) Employees shall be required to maintain a register to demonstrate compliance with this requirement in accordance with the Company's quality program.

**APPENDIX A – WAGE RATES**

<b>Job Classifications</b>	<b>Current rates per Hour from Ffpp 1/10/23</b>	<b>New rates per Hour from Ffpp 1/7/24</b>	<b>Rates per Hour from Ffpp 1.7.25 4.0%</b>	<b>Rates per Hour from Ffpp 1.7.22 3.0%</b>
Storeworker 1	\$25.78	\$27.32	\$28.41	\$29.27
Storeworker 2	\$26.08	\$27.65	\$28.76	\$29.61
Storeworker 3	\$27.37	\$29.01	\$30.17	\$31.07
Storeworker 4	\$28.27	\$29.97	\$31.17	\$32.10
Storeworker 5 / Supervisor	N/A	\$31.00	\$32.24	\$33.21
Driver/Storeperson 1 (No longer applicable)	\$25.78	N/A	N/A	N/A
Driver/Storeperson 2	\$26.40	\$28.25	\$29.38	\$30.26
Driver/Storeperson 3	\$27.37	\$29.50	\$30.68	\$31.60
Driver/Storeperson 4	\$28.27	\$30.50	\$31.72	\$32.67
Driver 2	N/A	\$28.85	\$30.00	\$30.90
Driver 3	N/A	\$30.25	\$31.46	\$32.40
Driver 4	N/A	\$31.00	\$32.24	\$33.21
Driver 5 / Supervisor	N/A	\$32.00	\$33.28	\$34.28
Admin 1	\$25.51	\$27.04	\$28.12	\$28.97
Admin 2	\$26.40	\$27.98	\$29.10	\$29.97
Admin 3	\$27.42	\$29.06	\$30.23	\$31.13
Admin 4	\$27.94	\$29.61	\$30.80	\$31.72
Admin 5	\$29.06	\$30.80	\$32.04	\$33.00

## APPENDIX B –ALLOWANCES

### Team Leader Allowance

Existing Team Leaders who qualify in accordance with clause 20(a) will have the following allowance maintained:

Item	Ffpp 1/10/23	Ffpp 1/7/24 6.0%	Ffpp 1/7/25 4.0%	Ffpp 1/7/26 3.0%
Leading Hand Allowance Freezer	\$40.75 per week	\$43.20	\$44.92	\$46.27
Leading Hand Allowance Dry Goods	\$32.59 per week	\$34.55	\$35.93	\$37.01
Leading Hand Allowance Chiller	\$16.31 per week	\$17.29	\$17.98	\$18.52

### Other Allowances

Item	Ffpp 1/10/23	Ffpp 1/7/24 6.0%	Ffpp 1/7/25 4.0%	Ffpp 1/7/26 3.0%
First Aid	\$13.05 per week	\$13.83	\$14.39	\$14.82
Meal Allowance	\$16.37 per occasion	\$18.59 (Agreed rate)	\$19.33	\$19.91
Money Handling	\$16.31 per week	\$17.29	\$17.98	\$18.52
Freezer Allowance >10 hrs per week	\$19.57 per week	\$20.74	\$21.57	\$22.22
Freezer Allowance >20 hrs per week	\$39.11 per week	\$41.46	\$43.11	\$44.41

## APPENDIX C – CLASSIFICATION STRUCTURE

### STORES, WAREHOUSING AND DISTRIBUTION

Regardless of Storeperson Level, if an employee is required to Drive a PFD vehicle and make deliveries to customers for more than 7.6 hours per week for more than 3 weeks in a row, they will be paid the applicable Driver/Storeperson rate of pay on a permanent basis, based on the size of vehicle they are driving. Employees will still be required to perform their Storeperson Duties as directed.

#### **LEVEL 1**

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 2**

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 3**

An employee at this grade performs work above and beyond the skills of an employee at level 2 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;
- 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 2;
- Assistance with development and refinement of a store layout including proper location of goods and their receipt and dispatch;
- Sound understanding of replenishment and receivables functions and ability to undertake replenishing and receivables tasks and duties.
- Ability to work alone or in control of an isolated store where no direct supervision is exercised.

#### **LEVEL 4**

An employee at this grade works above and beyond all the skills of an employee at Level 3 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 assist in the supervision of other warehouse employees including the ability to assist in the provision of on-the-job training and induction (eg. Leading Hand Responsibilities).
- 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.

#### **LEVEL 5**

An employee at this grade works above and beyond all the skills of an employee at Level 4 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

- Additional levels of responsibility (i.e Supervisory type responsibilities) as agreed between the Company and the employee including:
  - 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.

## **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
- Assist with loading and unloading of vehicles as required
- 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 Level 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; to drive Company vehicles in a safe and courteous manner at all times; be responsible for money collected; and to communicate effectively with customers.

### **LEVEL 2**

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



### **LEVEL 3**

- Driver of 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).

### **LEVEL 4**

- Driver of a 3 Axle rigid vehicle exceeding 13.9 tonnes GVM; or
- Driver of a 2 Axle rigid vehicle greater than 13.9 tonnes GVM.

### **LEVEL 5**

- Driver of a 3 Axle rigid vehicle exceeding 13.9 tonnes GVM; or
- Driver of a 2 Axle rigid vehicle greater than 13.9 tonnes GVM; and
- Additional levels of responsibility (i.e Leading Hand/Supervisory type responsibilities) as agreed between the Company and the employee including:
  - 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.

## **CUSTOMER SERVICE / ADMINISTRATION**

### **LEVEL 1**

Position is described as follows:

- The employee may work under direct supervision with regular checking of progress.
- An employee at this level applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

This level may be used for an employee's first three months of employment, unless mutually agreed. Progression to the next level however requires a satisfactory rating against the Skills/Duties outlined below.

Indicative tasks of this level are:

- Receive and distribute both outgoing and incoming mail.
- Collate and despatch documents for bulk mailing.
- File and retrieve documents.
- Receive and relay oral and written messages.
- Complete simple forms.
- Identify key functions and personnel.
- Apply office procedures.
- Operate office equipment appropriate to the tasks to be completed.
- Open computer file, retrieve and copy data.
- Close files.
- Plan and organise a personal daily routine.
- Complete allocated tasks.
- Record petty cash transactions.
- Prepare business documents.
- Prepare business source documents.

### **LEVEL 2**

Position is described as follows:

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

Progression to the next level however requires a satisfactory rating against the Skills/Duties outlined below.

Indicative tasks of this level are:

- Update and modify existing organisational records.
- Remove inactive files.
- Copy data on a standard forms.
- Respond to incoming calls.

- Make telephone calls.
- Draft simple responses.
- Provide information from own function area.
- Re-direct inquiries and/or take appropriate follow up action.
- Greet visitors and attend to their needs.
- Operate equipment.
- Identify and/or rectify minor faults in equipment.
- Edit and save information.
- Produce document from written text using standard format.
- Shutdown equipment.
- Organise own work schedule.
- Know roles and functions of other employees.
- Participate in identifying tasks for team.
- Complete own tasks.
- Assist others to complete tasks.
- Reconcile invoices for payment to creditors.
- Prepare statement for debtors.
- Enter payment summaries into journals.
- Post journals to ledger.

### **LEVEL 3**

Position is described as follows:

- The employee may work under limited supervision with checking related to overall progress.
- An employee at this level 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.

Progression to the next level is dependent on a job at that level being available.

Indicative tasks of this level are:

- Prepare new files.
- Identify and process inactive files.
- Record documentation movements.
- Respond to telephone, oral and written request for information.
- Draft routine correspondence.
- Handle sensitive inquiries with tact and discretion.
- Clarify specific needs of client/other employees.
- Provide information and advice.
- Follow up on client/employee needs.
- Clarify the nature of a verbal message.
- Identify options for resolution and act accordingly.
- Maintain equipment.
- Train others in the use of office equipment.
- Select appropriate media.
- Establish document structure.

- Produce documents.
- Co-ordinate own work routine with others.
- Make and record appointments on behalf of others.
- Make travel and accommodation bookings in line with given itinerary.
- Clarify tasks to achieve group goals.
- Monitor own completion of allocated tasks.
- Reconcile accounts to balance.
- Prepare bank reconciliations.
- Document and lodge takings at bank.
- Receive and document payment/takings.
- Follow up and record outstanding accounts.
- Despatch payments to creditors.
- Maintain stock control records.
- Telemarketing.
- Serve counter customers.

#### **LEVEL 4**

Position is described as follows:

- 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.

Indicative tasks of this level are:

- Categorise files.
- Ensure efficient distribution of files and records.
- Maintain security of filing system.
- Train others in the operation of the filing system.
- Compile reports.
- Identify information sources inside and outside the organisation.
- Receive and process a request for information.
- Identify information sources.
- Compose reports/correspondence.
- Provide information on current service provision and resource allocation within area of responsibility.
- Identify trends in client requirements.
- Maintain storage media.
- Devise and Maintain filing system.
- Set printer for document requirements when various setups are available.
- Design document format.
- Assist and train network users.
- Shutdown network equipment.
- Manage diary on behalf of others.

- Assist with appointment preparation and follow up for others.
- Organise business itinerary.
- Make meeting arrangements.
- Record minutes of meetings.
- Identify credit facilities.
- Prepare content of documentation for meetings.
- Plan work for the team.
- Allocate tasks to members of the team.
- Provide training for team members.
- Prepare financial reports.
- Draft financial forecasts/budgets.
- Undertake and document costing procedures.

## **LEVEL 5**

Position is described as follows:

- The employee may be supervised by professional staff and maybe 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.

Indicative tasks of this level are:

- Implement new/improved systems.
- Update incoming publications.
- Circulate publications.
- Identify information sources inside and outside the organisation.
- Obtain data from external sources.
- Produce report.
- Identify need for documents and /or research.
- Assist with the development of options for future strategies.
- Assist with planning future requirements with resource allocation.
- Establish and maintain a small network.
- Identify document requirements.
- Determine presentation and format of document and produce it.
- Organise meetings.
- Plan and organise conference.
- Draft job vacancy advertisement.
- Assist in the selection of staff.
- Plan and allocate work for the team.
- Monitor team performance.
- Organise training for team.
- Administer PAYE salary records.
- Process payment of wages and salaries.
- Prepare payroll data.

APPENDIX D - SIGNATORIES

FOR AND ON BEHALF OF PFD FOOD SERVICES PTY LIMITED:

WARREN CRUSE  
(Name)

  
(Signature)

6 HENDERSON RD, KNOXFIELD  
(Address)

NATIONAL ER MANAGER  
(Position in Company)

In the presence of:

JACQUI MITCHELL  
(Name)


PARROL OFFICER  
(Signature)

6 HENDERSON RD, KNOXFIELD  
(Address)

  
(Position in Company)

FOR AND ON BEHALF OF THE EMPLOYEES

Mem Suleyman  
(Name)


  
(Signature)

52 - 56 Rouse Street, Port Melbourne 3207  
(Address)

TWU Branch Secretary  
(Position in Company)

In the presence of:

Sam Lynch  
(Name)


  
(Signature)

52 - 56 Rouse Street, Port Melbourne 3207  
(Address)

Chief of Bargaining, Campaigns and Growth

FOR AND ON BEHALF OF THE EMPLOYEES

Craig Wright  
(Name)


  
(Signature)

81 Madden st Devonport TAS 7310  
(Address)

Stock controller  
(Position in Company)

In the presence of:

Tegan Connell  
(Name)

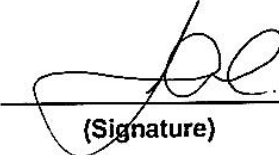
  
(Signature)

U2 & 1A Stewart St Diport  
(Address)

Admin Supervisor.

FOR AND ON BEHALF OF THE EMPLOYEES

James T Marshall  
(Name)


  
(Signature)

2/22a Drummond St. Perth.  
(Address)

Admin Specialist.  
(Position in Company)

In the presence of:

Amanda Brew  
(Name)

  
(Signature)

6 Connector Park K/meadows  
(Address)

Telesales/Admin