



**PFD Food Services Pty Ltd (Rest QLD)
Enterprise Agreement 2024**

1. PART 1 APPLICATION AND OPERATION OF AGREEMENT

1.1 AGREEMENT TITLE

The title of this Agreement shall be the 'PFD Food Services Pty Ltd (Rest QLD) Enterprise Agreement 2024', 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 Commission Queensland (ADCQ).

1.4 DEFINITIONS

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

- (a) "Act" shall mean the *Fair Work Act 2009* (Cth).
- (b) "Business" shall mean the operations of the Company covered to which this Agreement applies.
- (c) "Casual Employee" shall mean an employee engaged in accordance with clause 3.2(c)-(d).
- (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 an average of 38 ordinary hours per week.
- (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).

1.5 COMMENCEMENT DATE OF AGREEMENT

This Agreement shall come into force on 2nd January 2025 and shall remain in force until 26th September 2027. 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 branch located in Bundaberg, Mt Isa, Sunshine Coast & Toowoomba.

1.7 PARTIES BOUND

This enterprise agreement shall cover:

- (a) the Company; and
- (b) its employees to whom the enterprise agreement applies pursuant to clause 1.6; and
- (c) 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 any current awards which may be otherwise applicable.

1.9 AGREEMENT OBJECTIVES

(a) Savings provisions

No employee, as a result of the making of this Agreement, shall suffer any overall 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.

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;
- (iv) employees will co-operate in the implementation of quality assurance techniques;
- (v) employees will assist with training other employees;

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.

- (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 participating 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

(1) This term applies if the employer:

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

Major change

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

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (c) to (i) apply.

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

(4) If:

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

the employer must recognise the representative.

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

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

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

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

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

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

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

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

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses (11) to (15) apply.

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

(12) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

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

"relevant employees" means the employees who may be affected by a change referred to in subclause (1).

2.2 DISPUTES SETTLEMENT PROCEDURES

- (a) Any dispute or claim arising out of the terms of this Agreement or the NES shall be settled in the following manner:
 - (i) The matter shall first be discussed between the employee and their supervisor;
 - (ii) 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.
 - (iii) If settlement is still not reached either party should refer the matter to the General Manager or Human Resources for resolution.
 - (iv) If the matter is still not settled it may be submitted by the employee, or the employee's representative 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;

- (v) At any stage during this process, employees may appoint a representative to act on their behalf. This appointment should be in writing and submitted to the Company.
- (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) 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 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.

2.4 PERFORMANCE MANAGEMENT

- (a) Employees agree to conduct themselves in a professional manner and to carry out duties within the scope of this Agreement and in accordance with Company policies and procedures, Companies Values and its Code of Conduct. However these do not form part of this agreement.
- (b) This procedure applies to full-time and part-time employees, where there is evidence of job performance and/or conduct problems, in a mature and non-threatening manner. The focus is on ensuring the employee knows the standards required, why they exist, understands how to meet those standards and the consequences of not meeting those standards.
- (c) When counselling or warning an employee regarding misconduct engaged in by that employee, the Company representative 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.
- (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 breach may result in termination. The employee may request that a representative or support person be present at this meeting.
- (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..
- (e) This process does not apply 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 a 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 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 payable shall be those corresponding to the classification for which the employee has performed the majority of their weekly hours.

3.2 CONTRACT OF EMPLOYMENT

An employee may be engaged as:

- (a) A full-time employee is engaged to work an average of 38 hours ordinary per week.
- (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 10 ordinary hours per week;
 - (iii) A minimum of 4 ordinary hours per shift;
 - (iv) Part time employees will be paid overtime rates in excess of the hours mutually agreed, except that where there is mutual agreement to vary those hours up to a maximum of 10 ordinary hours per day or 38 ordinary hours per week, additional hours up to those maxima will be paid at ordinary rates. On occasion this maybe at short notice.
 - (v) Accrual of all leave entitlements on a pro-rata basis in accordance with the employees ordinary hours of work; and
- (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, unless the employee requests this to be 3 hours;
 - (iii) A maximum of 10 ordinary hours per day; and
 - (iv) Payment of a 25% loading on all ordinary hours worked. All overtime worked by casual employees shall be paid in accordance with the overtime rates in accordance with clause 5.3(b).
- (d) Casual employee hours of work may be increased at short notice where there is mutual agreement. These additional hours will be paid as ordinary hours.
- (e) Casual employees working regular and systematic hours may elect on their own accord to be transferred to permanent employment after the first twelve month period of regular and systematic employment, provided there is ongoing work available. Nothing will require the employee to accept an offer of permanent employment and a casual employee will not be converted to a permanent employee unless by their written agreement.

Right to request casual conversion

- (f) The Right to Request Casual Conversion is as per the NES
- (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) 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 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>
	%
Under 18 years of age	75

At 19 years of age and over, the minimum rates prescribed for adults. Provided that where a junior employee aged 18 years or more is required to drive a motor vehicle and is in sole charge of that vehicle, the employee must be paid the adult rate of pay.

(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.

3.4 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 subclause shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

3.5 REDUNDANCY

(a) **Discussions before termination**

- (i) Where the Company has made a definite decision that a job 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 their 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.

(b) **Transfer to lower paid duties**

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

(c) **Transfer of business**

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

(d) **Time off work during notice period**

- (i) During the period of notice of termination given by the Company, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day 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 3.5(d)(ii), a statutory declaration will be sufficient.

(e) **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 one week's notice or pay in lieu of notice for employees over 45 years of age;
 3. four weeks' redundancy pay for each completed year of service or pro-rata payment for part years of service after the first year, up to a maximum of 52 weeks;
 4. pro-rata long service leave after the completion of five years' service, in accordance with the relevant QLD long service leave legislation;

5. all remaining sick leave entitlements 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
 6. all accrued annual leave 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(e)(b)(2); and
 4. all accrued annual leave 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.

(f) **Employees exempted**

The entitlement to amounts specified in clause 3.5(e) 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.

3.6 TERMINATION OF EMPLOYMENT

(a) **Termination by the Company**

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

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
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

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

- (i) 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 wage and allowance rates applicable under this Agreement are set out in Appendix A: Wage rates and Appendix B: Monetary Allowances.

Wage Rates will be increased as follows during the term of this Agreement:

- (i) An increase as outlined in Appendix A from the first full pay period to commence on or after 29th September 2024
- (ii) An further increase of 3.00% from the first full pay period to commence on or after 28th September 2025; and
- (iii) A further increase of 3.00% from the first full pay period to commence on or after 27th September 2026; and

Monetary allowances will be increased as follows:

- (iv) An increase of 10.00% from the first full pay period to commence on or after 29th September 2024
- (v) An further increase of 3.00% from the first full pay period to commence on or after 28th September 2025; and
- (vi) A further increase of 3.00% from the first full pay period to commence on or after 27th September 2026

(d) Annualised Salaries

- (i) Where the Company and an employee agree, an employee may be put on an annualised salary arrangement.
- (ii) In calculating an annualised salary under this sub-clause the following components must 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 allowance, loadings, penalty rate, and shift penalties 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 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) Employees on annualised salary arrangements who are not satisfied with these arrangements may approach the Company with a view to moving back to non-annualised pay conditions under the Agreement. The Company will not unreasonably refuse any request to move from being an annualised salary employee.
 - (viii) Annualised salary reviews may result in the employee being paid either:
 - A the percentage increase provided in clause 4.1(c) or
 - B any other increase as determined by the Company.

Prior to commencement of an annualised salary arrangement, the parties will agree in writing to the allowances, overtime, penalties 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. Employees on annual leave, personal/carer's leave, long service leave or other types of paid or unpaid leave will not be entitled to allowances, if they are not at work to satisfy the criteria.

(a) **First Aid Allowance**

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

(b) **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 without being notified on the previous day shall be paid a meal allowance as set out in Appendix B: Allowances.

(c) **Money Handling Allowance**

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

(d) **Leading Hand Allowance**

Those employees nominated as a Leading Hand in a particular area or department shall be paid an allowance as set out in Appendix B: Allowances. The permanent allowance is paid to the employee who the company nominates to act in this role full-time. The temporary allowance is normally paid where an employee is nominated by the company to temporarily fill in the role of leading hand (e.g. when the permanent leading hand is on leave for a week or more). The company may exercise its nomination for temporary or permanent at its own discretion.

(e) **Freezer Allowance**

Eligible employees required to work in temperatures below minus 20 degrees Celsius for more than 10 hours per week shall be paid an allowance as set out in Appendix B: Allowances.

(f) **Roster Allowance**

1) 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.

2) Administration or Customer Service employees working 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.

3) Employees who work solely in the store/warehouse and who commence ordinary hours between 4:00am-4.30am shall be paid a weekly roster allowance as set out in Appendix B: Allowances.

4.3 MIXED FUNCTIONS

Employees, other than an annualised salary employee, 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.

4.4 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 for more than four hours 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.

4.5 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.

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 approved My Super Default Superannuation Fund; or
- (ii) another complying and regulated Superannuation Fund as nominated in writing by the employee.

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

(c) **Savings**

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

(d) **Employee contributions**

Employees who may wish to make contributions to the Fund 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) Day Work - Customer Service and Admin

Employees shall be employed on the basis that the ordinary working hours will be an average of 38 hours per week, to be worked continuously except for meal breaks, Sunday to Saturday, between the hours of 6.00am and 7.30pm.

(ii) Day Work – Drivers / Warehouse

Employees shall be employed on the basis that the ordinary working hours will be an average of 38 hours per week, to be worked continuously except for meal breaks, Sunday to Saturday, between the hours of 4.00am and 7.30pm.

(iii) Level 1 employees are not required to work ordinary hours on a weekend and will not commence work earlier than 6:00am Monday to Friday.

(iv) Relevant employees who work weekends are only required to work ordinary hours on either a Saturday or a Sunday, but not both.

(v) 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 2:30am.

(vi) Sunday ordinary hours are only required for warehouse staff and Administration/Customer Service staff.

(vii) Storepersons, Driver/ Storepersons, Administration or Customer Service employees working night shift will not commence ordinary hours earlier than 6:30pm when they work a Sunday shift. They may start earlier than 6:30pm working night shift on any other day.

(viii) Ordinary hours shall not be worked over more than five consecutive or non-consecutive days.

(ix) Following discussions and agreement between the parties to this Agreement, an employee(s) and the Company may mutually agree to vary the span of hours by up to one hour at each end. Such arrangements shall be formalised and set down in a written agreement by the parties.

(x) 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.

- (xi) 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 a Saturday, or regularly 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 relevant 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 a Saturday or 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
- (xii) The maximum number of ordinary hours per day that may be worked cannot exceed ten (10).

(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 by the Company in accordance with clause 5.1, clause 5.4 and clause 5.5.
- (iii) Subject to clause 5.1(a)(iv), and 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**

Permanent 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 or unequal 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 (within the relevant day work or shift work span of hours).

5.2 BREAKS

(a) Meal Breaks

- (i) Employees shall be allowed not less than 30 minutes nor more than one hour on each working day for the purpose of taking a meal. Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible. Such breaks shall be unpaid.
- (ii) Shift Workers shall be allowed an interval of 20 minutes each shift for crib at a time agreed upon by the Company, such interval is to be counted as time worked and paid for as such.
- (iii) An employee who is called upon to work for 2 hours or more after working ordinary hours shall be allowed a crib break of 20 minutes before commencing overtime work and such breaks shall be paid at the ordinary rate. The Company and employee may agree to any variation of this provision to meet circumstances of the work in hand provided that the Company shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.
- (iv) 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. All Drivers must comply with BFM break requirements.

(b) Rest pauses

- (i) A rest pause of 10 minutes either in the first or last part of the shift shall be allowed for each employee.
- (ii) Rest pauses shall be taken at such times as may be mutually arranged between the Company and the employees and may be staggered to suit the particular work requirements of each section so that full production levels may be maintained.
- (iii) Rest pauses shall be counted as time worked and shall be paid for as such.

5.3 OVERTIME

(a) 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 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.
- (ii) An employee who is directed to and does work a straight overtime shift at the hours required by the Company on Saturday, Sunday and Public Holidays shall be paid a minimum of three hours at the appropriate rates of pay.
- (iii) 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.
- (iv) 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 rate of 200% 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 before the work on successive days.
- (ii) An employee, who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he or she has not had at least 10 consecutive hours (or ordinary shift length) off duty shall, subject to this subclause, be released after completion of such overtime until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) If, on the instructions of the Company, such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid at double time until released from duty for such period and shall then be entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(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 accumulate up to 76 hours TOIL which shall be taken as suitable for the employee and as approved by the relevant manager within business requirements. Where an employee elects, an employee may cash out some or all of their TOIL balance at the ordinary rate.
- (iv) All time off in-lieu of overtime that has been accrued will be paid out on termination of employment.

5.4 SATURDAY AND SUNDAY WORK

- (a) Employees working day work hours on Saturday shall be entitled to receive a loading of 25% for all ordinary hours.
- (b) All day work ordinary hours worked on Sunday shall attract a penalty rate of 70%.
- (c) All shift work ordinary hours worked on Saturday or Sunday shall have the appropriate shift allowances applied as per clause 5.5 on top of the weekend penalty rate outlined above.

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 clause arrangements:
 - (i) Morning shift shall mean a rostered shift starting between 1:00am and before 4:00am. [Note, if an employee commences ordinary hours between 1:00am and before 4:00am and finishes ordinary hours before 9:00am, it is still classified as a morning shift]
 - (ii) Afternoon shift shall mean a rostered shift ending after 7.30pm and at or before 1:00am; and
 - (iii) Night shift shall mean a rostered shift ending after 1:00am 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, shifts that are rostered to start on one day and end on another day, the majority of a shift falls on a public holiday, then the entire shift shall be paid as the public holiday. Where the majority of hours in a shift do not fall on the public holiday, then employees will not be entitled to public holiday payment or benefits, however shift allowances will still apply.

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. Any requirement to take annual leave must be reasonable.
 - D Where the Company intends temporarily to close (or reduce to nucleus) any establishment or a section thereof for the purpose of allowing annual leave to the employees concerned or a majority of them, the employer may give one month's notice in writing to such employees (or, in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) that the employer elects to apply the provisions of this clause; and thereupon:
 - (a) any employee who at the date of closing is entitled to annual leave for the period of the closure will be given annual leave for the period of the closure; and

(b) any employee who at the date of closing is not entitled to annual leave will be given leave without pay from the date of closure, together with pay for any period for which the employee is entitled to payment unless otherwise agreed in writing by the parties.

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 leave loading if relevant).

(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 6 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/manager for approval.
- (f) **Taking of annual leave**
 In the interests of ensuring employee health and wellbeing and to ensure proper rostering of annual leave at the branch, PFD requires that, where possible, all employees take four weeks annual leave per annum.

6.2 PERSONAL/CARER'S LEAVE

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

- (i) Personal/carer's 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 ten days (76 hours) paid personal/carer's leave per year. Part-time employees accrue paid personal/carer's leave on a pro-rata basis. Casual employees are not entitled to paid personal/carer's 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, annual leave, LSL, or after 3 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 access their paid carers leave entitlements 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 hour 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).

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 PARENTAL LEAVE

- (a) Parental leave will be provided in accordance with the NES.

6.5 LONG SERVICE LEAVE

- (a) This long service leave clause shall be read in conjunction with the long service leave provisions of the *Industrial Relations Act 1999* provided that where there is any inconsistency this clause shall take precedence to the extent of any inconsistency.
- (b) Long service leave shall accumulate at the rate of 13 weeks' leave for every 10 years of continuous service, and shall be available after seven years continuous service on a pro-rata basis in accordance with the Act.
- (c) Employees are able to elect to cash in some or all of their LSL balance after 10 years of continuous service at the discretion and approval of the Branch Manager. This can only occur once every 6 months, unless exceptional circumstances exist.
- (d) Subject to the existing notice provisions of taking LSL, an employee may elect to take single days of LSL.
- (e) Approval of all LSL is at the Branch Managers absolute discretion.

6.6 DOMESTIC AND FAMILY VIOLENCE LEAVE

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

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 by the Queensland State Government (other than a day or part day substituted that is excluded by the Fair Work Regulations 2009 from counting as a public holiday).

- (b) In accordance with the NES, for each holiday which occurs on a working day, 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) Subject to sub-clause 6.6(e) all time worked on Good Friday, Anzac Day April 25, and Christmas Day December 25, shall be paid for at the rate of double time in addition to the weekly wage: all time worked on other holidays shall be paid for at the rate of double time and a half.
- (e) 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.
- (f) 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 (4) hours at the appropriate rate of pay for each holiday worked, unless the employee requests this to be three (3) hours.
- (g) Where the Company does not require an employee to work on a public holiday which happens to fall on a day, or part day, that includes their ordinary hours, the Company shall pay the employee one day's pay or have one day added to his/her annual leave for each applicable public holiday.
- (h) Annual leave shall not form any part of the leave of absence prescribed by this clause. Where annual leave or any portion thereof is allowed in conjunction with leave prescribed by sub-clause 6.7(a) the first part of such combined leave shall be the annual leave component.
- (i) 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.

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.

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

8.1 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.

8.2 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 WORKPLACE DELEGATES RIGHTS

9.1 Clause 9 provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 9.

9.2 In clause 9:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

9.3 Before exercising entitlements under clause 9, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

9.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

9.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

9.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 9.5. This includes discussing

membership of the delegate's organisation and representation with eligible employees.

- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

9.7 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

- (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (ii) a physical or electronic noticeboard;
- (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- (iv) a lockable filing cabinet or other secure document storage area; and
- (v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 9.7(a) if:

- (i) the workplace does not have the facility;
- (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

9.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or

- (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

9.9 Exercise of entitlements under clause 9

- (a) A workplace delegate's entitlements under clause 9 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 9 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 9 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or

- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 9.

PART 10 AGREEMENT COMPLIANCE

10.1 Posting of Agreement

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

APPENDIX A: WAGE RATES

Classification	Current Rate as at 1 Jan 2024	Ffpp 29 Sep 2024	Ffpp 28 Sep 2025 (+3.00%)	Ffpp 27 Sep 2026 (+3.00%)
			(+3.00%)	(+3.00%)
Driver/Storeworker Level 1	\$24.48	\$28.64	\$29.50	\$30.39
Driver/Storeworker Level 2	\$25.57	\$30.03	\$30.93	\$31.86
Driver/Storeworker Level 3	\$26.36	\$31.00	\$31.93	\$32.89
Driver/Storeworker Level 4	\$27.32	\$32.20	\$33.17	\$34.16
Transport Supervisor/Level 5	\$27.32	\$32.20	\$33.17	\$34.16
Storeworker Level 1	\$23.45	\$27.10	\$27.91	\$28.75
Storeworker Level 2	\$24.56	\$28.16	\$29.01	\$29.88
Storeworker Level 3	\$25.37	\$29.22	\$30.10	\$31.00
Storeworker Level 4	\$26.36	\$30.29	\$31.20	\$32.13
Admin/Customer Service Representatives Level 1	\$24.79	\$27.89	\$28.73	\$29.59
Admin/Customer Service Representatives Level 2	\$26.07	\$29.33	\$30.21	\$31.12
Admin/Customer Service Representatives Level 3	\$28.08	\$31.60	\$32.54	\$33.52
Admin/Customer Service Representatives Level 4	\$29.01	\$32.64	\$33.62	\$34.63
Admin/Customer Service Representatives Level 5	\$31.01	\$34.89	\$35.94	\$37.02

APPENDIX B: ALLOWANCES

Item	Clause	Current Rate	Ffpp 29 Sep 2024 (+10.00%)	Ffpp 28 Sep 2025 (+3.00%)	Ffpp 27 Sep 2026 (+3.00%)
First Aid Allowance	4.2(a)	\$15.30 per week	\$16.83	\$17.33	\$17.85
Meal Allowance	4.2(b)	\$12.31 per occasion	\$13.54	\$13.95	\$14.37
Money Handling Allowance	4.2(c)	\$19.93 per week	\$21.92	\$22.58	\$23.26
Leading Hand Allowance	4.2(d)	Temporary \$21.35 per wk	\$23.49	\$24.19	\$24.92
		Permanent \$35.57 per wk	\$39.13	\$40.30	\$41.51
Freezer Allowance (-20 degrees)	4.2(e)	10+ hours \$35.73 per wk	\$39.30	\$40.48	\$41.70
Roster Allowance	4.2(f)(1)	Permanent Staff (\$69.42 per week)	\$76.36	\$78.65	\$81.01
		Casual Staff (\$81.02 per week)	\$89.12	\$91.80	\$94.55
Roster Allowance	4.2(f)(2)	Permanent Staff (\$81.02 per week)	\$89.12	\$91.80	\$94.55
		Casual Staff (\$100.68 per week)	\$110.75	\$114.07	\$117.49
Roster Allowance	4.2(f)(3)	Permanent Staff (\$40.50 per week)	\$44.55	\$45.89	\$47.26
		Casual Staff (\$52.07 per week)	\$57.28	\$59.00	\$60.77

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 Company, are identified as follows:

Characteristics

- Employees at this level may include the initial recruit who may have limited relevant experience.
- Initially work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.
- Such employees perform routine clerical and office functions requiring an understanding of clear, straight forward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.
- Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

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 e.g. 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 (e.g. 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.

LEVEL 2

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the Company, are identified as follows:

Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

- Employees at this level are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary.
- Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.
- The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees.

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 Company's operations and services are a key aspect of the position, e.g. reception/switchboard.
- Specialised operations of the computerised radio/telephone equipment, micro personal computer and typewriter.
- Word processing e.g. the use of a word processing software package to create, format, edit correct, print and save text documents.
- Stenographer/person solely employed to take shorthand at 100 words per minute and to transcribe by means of appropriate keyboard equipment at 98% accuracy.
- Copy typing and audio typing at 65 words per minute at 98% accuracy.
- Maintenance of records and/or journals including initial processing and recording relating to the following:
 - reconciliation of accounts balance
 - incoming/outgoing cheques
 - invoices and debit/credit items
 - payroll data
 - petty cash
 - 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.

LEVEL 3

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the Company, are identified as follows:

Characteristics

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

- Work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills.
- Initiative, discretion and judgement are required in carrying out assigned duties.
- Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

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 Company'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.

LEVEL 4

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the Company, are identified as follows:

Characteristics

Employees at this level will have achieved a level of the Company or industry specific knowledge sufficient for them to give independent advice and/or information to the Company and clients in relation to specific areas of their responsibility.

- Whilst not a pre-requisite a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.
- Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.
- They exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Levels 1-3 by personal instruction and demonstration.

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.

LEVEL 5

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the Company, are identified as follows:

Characteristics

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

- Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.
- They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.
- They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.
- The possession of relevant post secondary qualifications may be appropriate but not essential.

Typical Duties/Skills

Indicative typical duties and skills in this level may include:

- Operates and is responsible for a complex and diverse payroll system.
- Apply detailed knowledge of the Company's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances.
- Application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.

- Prepare internal reports for management in any or all of the following areas:-
 - account/financial
 - staffing
 - legislative requirements
 - other significant Company activities/operations.
- Finalise quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.
- Executive secretary/Executive Assistant

STORES, WAREHOUSING AND DISTRIBUTION

LEVEL 1

Points of Entry

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

Skills/Duties

- 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.
- 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;
 - breaker out of certain specified bales for shipment or show purposes;
 - ability to measure accurately using gauges and meters;
 - maintaining records

LEVEL 2

Points of Entry

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

Skills/Duties

- Able to understand detailed instructions and work from procedures.
- Able to co-ordinate work in a team environment under limited supervision.
- Responsible for quality of their own work.
- Possesses sound interpersonal and communication skills.
- The following are indicative of the tasks which an employee at this level may perform:-
 - licenses operation of all appropriate materials handling equipment;
 - operates a forklift as a primary responsibility;
 - inventory and warehousing control;

LEVEL 3

Points of Entry

An employee at this grade performs work above and beyond the skills of an employee at Storeworker 2 level and to the level of training for this grade including certification where relevant.

Skills/Duties

- 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.
- Indicative of the tasks which an employee at this level may perform are the following
 - assistance with development and refinement of a store layout including proper location of goods and their receipt and dispatch;
 - ability to work alone or in control of an isolated store where no direct supervision is exercised.
 - Sound understanding of replenishment and receivals functions and ability to undertake replenishing and receivals tasks and duties.
 - Undertakes the role of leading hand, as required.

LEVEL 4

Points of Entry

A Storeworker 4 works above and beyond all the skills of an employee at Storeworker 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 Company.

Skills/Duties

- 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 Company's operation.
- Indicative of the tasks which an employee at this level may perform are the following:-
 - 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 despatcher functions.

CUSTOMER SERVICE DRIVERS

- Regardless of Level, the following responsibilities are expected to be performed.
- Deliver products to our customers as per invoice requirements
- To obtain payments from customers as and when requested
- Responsible for all monies collected
- Reconcile cash sales daily and raise credit notes when required
- To undertake all duties in a safe, responsible and courteous manner
- 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
- Wear clean uniform as provided, be neat and tidy in appearance
- Report competitor activity and sales opportunities
- General store duties when required, including loading of trucks and participating in 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

Outlined below are the specific levels of Customer Service Drivers, segmented by the size of the truck or van driven. There is flexibility built into Levels 4 and 5 to 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

GRADE 2

- Driving a Vehicle not exceeding 4.5t
- Jockeys or offsidiers

GRADE 3

- 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 registration or special permit such vehicle may be up to 16.5 tonnes GVM).

GRADE 4

- 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

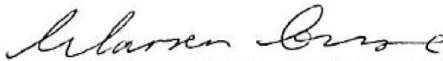
GRADE 5

Transport Supervisor

APPENDIX D: SIGNATORIES

FOR AND ON BEHALF OF PFD FOOD SERVICES PTY LIMITED:

WARREN CRUSE
(Name)


(Signature)

6 HENDERSON RD, KNOXFIELD 3180
(Address)

NATIONAL ER MANAGER
(Position in Company)

In the presence of:

Ashleigh Nicoll
(Name)


AN
(Signature)

6 Henderson Rd, Knoxfield 3180
(Address)

HR Business Partner
(Position in Company)

FOR AND ON BEHALF OF THE EMPLOYEES:

Christopher Shaw
(Name)


(Signature)

69 Croft Cr, Toowoomba QLD 4350
(Address)

Inventory Controller
(Position in Company)

In the presence of:

Mark Orden
(Name)


(Signature)

69 Croft Cr, Toowoomba QLD 4350
(Address)

Storeman
(Position in Company)