

BIDFOOD DANDENONG SOUTH— ENTERPRISE AGREEMENT 2024

ARRANGEMENT

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PART 1 - INTRODUCTION

1.1 TITLE

This Agreement made pursuant to section 182 of the *Fair Work Act 2009* (Cth) will be referred to as the Bidfood Dandenong South– Enterprise Agreement 2024.

1.2 DEFINITIONS

"A close relative" of the employee is a person who:

- (a) is a member of the employee's immediate family; or
- (b) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

"Acceptable employment" means the offer of employment from the new Employer is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Employer immediately before the termination and the new Employer recognises the Employee's service with the Employer.

"Act" means the *Fair Work Act 2009* (Cth).

"Agreement" means Bidfood Dandenong South Enterprise Agreement 2024.

"Awards" means the Storage Services and Wholesale Award 2020, Road Transport and Distribution Award 2020, the Clerks Private Sector Award 2020, and the Commercial Sales Award 2020.

"Base rate of pay" means the rate of pay payable to the employee for their ordinary hours of work, but not including incentive-based payments and bonuses, loadings (including casual loading), monetary allowances, overtime or penalty rates or any other separately identifiable amounts as prescribed by clause 3.2.1 of this Agreement.

"Day" means for full-time Employees 7.6 hours or 10 hours in accordance with the Employee's ordinary rostered hours (for the purposes of leave) and for part-time Employee it means the average number of daily hours over the last twelve (12) months.

"Driver" shall mean a driver employed by the Employer whose principal duties are to deliver goods to the Employer's customers and an Employee working as a driver/storeperson position regardless of the hours worked as either a driver or a storeperson.

"Employee" means an employee of Carzen Pty Limited (ACN 074 412 392) and Clayton Cold Stores Pty Ltd (ACN 102 673 503) trading as Bidfood Dandenong South and works at or from 30 Rodeo Drive, Dandenong South, Victoria 3175 but will exclude an employee of the Employer who is employed by their Bidfood Supply Solutions Division or Classic Meats Division or Operations Support (or however named) or any other distinct business unit of the Employer that operates from 30 Rodeo Drive, Dandenong South, Victoria 3175 that does not trade as Bidfood Dandenong South.

"Employer" means Carzen Pty Limited (ACN 074 412 392) and Clayton Cold Stores Pty Ltd (ACN 102 673 503) trading as Bidfood Dandenong South located at 30 Rodeo Drive, Dandenong South, Victoria 3175.

"Family and domestic violence" is violent, threatening or other abusive behaviour by a close relative of an employee that:

- (a) seeks to coerce or control the employee; and

(b) causes the employee harm or to be fearful.

"Freezer " shall mean a chamber for the Logistics and preservation of foodstuffs the temperature of which is reduced by artificial means to less than minus 18 degrees Celsius.

"FWC" shall mean the Fair Work Commission.

"Immediate member of family" means the following members of an Employee's immediate family:

- (a) a spouse, child (including a de facto partner child (i.e. a step child), foster child, child who is the subject of permanent care order, or adoptive child), parent, grandparent, grandchild or sibling of the Employee; and
- (b) a child (including a de facto partner child (i.e. a step child), foster child, child who is the subject of permanent care order, or adoptive child), parent, grandparent, grandchild or sibling of a spouse of the Employee.

"Manager" shall include a manager but will exclude the operations manager, and general or branch manager.

"NES" means the National Employment Standard at Part 2-2 of the Act.

"Ordinary hours of work" means the relevant hours of work set out in clause 4.1 of this Agreement.

"Parties" means the Employer, the Employees and the UWU.

"Peak Periods" means the two (2) weeks before Christmas Day and one (1) week before and one (1) week after Easter and weeks in which a public holiday fall.

"Public Holiday" means each of these days:

- a. New Years Day – 1 January, Australia Day – 26 January, Good Friday, Easter Monday, Anzac Day – 25 April, Christmas Day – 25 December, Boxing Day – 26 December, Labour Day; and
- b. Any other day declared by or under the law of Victoria including a day declared in substitution for a day named in paragraph (a) but excluding:
 - i. A day declared for the second observance for a day named in paragraph (a); or
 - ii. that is excluded by the *Fair Work Regulations 2009* (Cth) as a public holiday
- c. If, under (or in accordance with a procedure under) a law of Victoria, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subsection (a), then the substituted day or part-day is the public holiday.

"Salaried Employee" means an Employee paid a salary by the Employer who is employed as a salaried clerk, sales representative or supervisor or manager classified in accordance clause 3.1.2 of the Agreement.

"Spouse" means a spouse, former spouse, a de facto spouse, or a former de facto spouse.

"Supervisor" means a supervisor, shift supervisor or a warehouse supervisor.

"Relevant penalty" shall mean a penalty paid by the Employer in accordance with clauses 3.7 (Shift Penalties), 3.8 (Weekend Penalties) or 5.7 (Public Holidays) of this Agreement.

"Transferred in employment" means where an Employees employment has been transferred from the Employer to a new Employer and the Employees period of service with the Employer counts as service with the new Employer and the new Employer recognises the Employees accruals under clauses 5.1 (Annual Leave), 5.2 (Personal/carer's and Compassionate Leave), and 5.4 (Parental Leave).

“UWU” means the United Workers Union.

“Week” means for a full-time Employee 38 ordinary hours and for part-time Employees it means the average number of ordinary hours per week over the last twelve (12) months.

1.3 TERM AND OPERATION OF AGREEMENT

1.3.1 Operative Date

This Agreement comes into operation seven (7) days after approval by the Fair Work Commission.

1.3.2 Term of the Agreement

The nominal expiry date of the Agreement is 1 August 2027.

1.3.3 Relationship to Modern Awards

It is the intention of the parties to this Agreement that it will replace all terms and conditions of any applicable Awards, Industrial Agreement or Industrial Instrument or any variations thereto.

1.3.4 Relationship to National Employment Standards

The entitlements in this Agreement are intended to be applied in satisfaction of, and not in addition to, any entitlements Employees may have under the National Employment Standards (“NES”). The Agreement is read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.3.5 Monetary Obligations

The amounts payable under this Agreement are intended to satisfy all entitlements that an Employee may have under any applicable award, industrial agreement or law, including in respect of any overtime, allowances, shift penalties, public holidays penalties, annual leave loading and any other allowances and benefits, and any payments paid to the Employee may be absorbed or used to off-set against any monetary obligation imposed on the Employer by any applicable award, this Agreement or the National Employment Standards or the FW Act.

1.4 AGREEMENT COVERAGE

This Agreement shall apply to Carzen Pty Limited (ACN 074 412 392) and Clayton Cold Stores Pty Ltd (ACN 102 673 503) trading as Bidfood Dandenong South and its Employees classified under this Agreement working at or from 30 Rodeo Drive, Dandenong South, 3175 Victoria

1.5 PARTIES BOUND

This Agreement shall be binding upon:

- (a) Carzen Pty Limited (ACN 074 412 392) and Clayton Cold Stores Pty Ltd (ACN 102 673 503) trading as Bidfood Dandenong South located at 30 Rodeo Drive, Dandenong South, 3175 Victoria; and
- (b) All the Employees of the Employer employed at Dandenong South, 3175 Victoria; and
- (c) The United Workers Union.

1.6 AGREEMENT FLEXIBILITY

1.6.1 Individual Flexibility Arrangement

The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

- (a) the arrangement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty and public holiday rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the clauses of this Agreement that directly relate to the above clause 1.6.1 (a) (i) to (v) inclusive are:

Clause Number	Clause Title
3.2.1 (a)	Wages
3.7	Shift Allowances
3.8	Weekend Penalty Rates
3.9.1	Freezer Allowance
3.9.2	Cash Collection Allowance
3.9.3	First Aid Allowance
4.1	Hours of Work
4.2	Overtime
4.4	Meal Breaks (paid meal break for shift workers only)
5.1.3	Rate of Payment for Annual Leave (annual leave loading)
5.7.1	Public Holiday Entitlement - where work is performed
5.7.5	Easter
Appendix 3	Saved Public Holiday Entitlement

- (c) This clause can be used to make salary arrangements with an Employee. The minimum salary for a salaried Employee is set out in clause 3.2.1 (b) of this Agreement. Where a salaried Employee and the Employer agree a salary pursuant to this clause then the list in subclause (b) above will satisfy the requirements at clause 1.6.3 (d) (i) and (ii) of this Agreement):
- (d) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a) above; and
- (e) the arrangement is genuinely agreed to by the Employer and the Employee.

1.6.2 The Employer’s obligations in relation to an Individual Flexibility Arrangement

The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the Employee would be if no arrangement was made.

1.6.3 Requirements for making an Individual Flexibility Arrangement

The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and

- (c) is signed by the Employer and Employee and if the employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
- (e) states the day on which the arrangement commences.

1.6.4 The Employee is entitled to a copy of the Individual Flexibility Arrangement

The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.6.5 Termination of Individual Flexibility Arrangement

The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

1.7 EMPLOYEE ACCESS TO COPY OF THE AGREEMENT

An Employee, upon request, will be provided with a copy of the Agreement by the Employer. A copy of the Agreement will be kept at the premises of the Employer and a copy is freely available on www.fwc.gov.au (the Fair Work Commission website).

1.8 RENEGOTIATION OF THIS AGREEMENT

The parties agree that four (4) months prior to the nominal expiry date of this Agreement they will commence negotiations for a replacement enterprise agreement.

PART 2 – CONDITIONS OF EMPLOYMENT

2.1 LETTER OF APPOINTMENT

2.1.1 On engagement the Employer will give the Employee a letter setting out the following:

- (a) Employment Category (full-time, part-time or casual).
- (b) Job Grade and Level (if appropriate).
- (c) Wage Rate (full-time/part-time or casual).
- (d) The Employee's probationary period.
- (e) Additionally for an employee employed as a Sales Representative:
 - I. the remuneration payable; and
 - II. the vehicle allowance payable or car supplied.

2.1.2 Period of Probation

A new Employee will be subject to a probationary period of six (6) months.

2.2 TERMINATION OF EMPLOYMENT

2.2.1 Notice on termination by the Employer

Subject to clause 2.2.4, the amount of notice, or compensation instead of notice, for a full-time or part-time Employee (casual employees are not entitled to notice) is based upon the Employee's length of continuous service with the Employer and their age. The following periods of notice apply:

Length of Employee's Continuous Service with the Employer at the end of the notice period	Employee under 45	Employee 45 and over
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

2.2.2 Notice of Termination by an Employee

A full-time or part-time Employee (other than a Salaried Employee, which is contained at clause 7.8.5 of the Agreement) is required to give the Employer the following notice of their resignation:

Length of Service	Notice
Less than 1 year	1 week
More than 1	2 weeks

2.2.3 Notice of Termination by a Salaried Employee

Employees who agree a salary pursuant to clause 1.6 (Agreement Flexibility Clause) are required to give the Employer at least four (4) weeks notice in writing of their resignation or such lesser period as directed by the Employer. Where the Employer elects to place the Employee on garden leave pursuant to clause 2.2.3 (d) of this Agreement and the Employer and the Employee agree then the Employer is only required to pay two (2) weeks' notice in the event the Employee resigns their employment regardless of the length of notice supplied by the Employee provided that there is agreement between the Employer and the Employee.

2.2.4 The Notice Period

The Employer may:

- (a) make payment in lieu of the above notice period to an Employee.
- (b) may require an Employee work out part of the notice period and make a payment for the remainder of the notice period.
- (c) require the Employee to undertake alternative duties during the notice period.
- (d) place an Employee on garden leave for all or part of their notice period, provided the employee is paid for this period. During a period of garden leave, the Employer may direct an employee to:
 - i. not attend the workplace.
 - ii. not undertake ordinary duties.
 - iii. not contact other employees of the Employer

An Employee who is placed on garden leave is not entitled to commence work for another employer during this leave and must be available to work for the Employer.

An Employee who is placed on garden leave is not entitled to commence work for another employer during this leave and must be available to work for the Employer.

- (e) The Employer may make payment in lieu of the above notice of termination to an Employee or may consent to an Employee working out part of the notice period and making a payment for the remainder of the notice period. If the Employer pays the Employee in lieu of notice then the Employee must be paid at least the amount the Employer would have been liable to pay the Employee at the Employee's full rate of pay for the hours they would have worked had the employment continued until the end of the period of notice.

2.2.5 When the Employer is not required to provide notice of termination

The period of notice in clause 2.2.1 will not apply in the case of:

- (a) termination for reasons that are serious misconduct;
- (b) casual Employees;
- (c) An Employee to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement; and
- (d) Employees engaged for a specified period or task.

2.2.6 Serious Misconduct

Depending on the circumstances the term serious misconduct includes:

- failure to follow a reasonable and lawful direction that is consistent with the Employee's contract of employment
- theft
- unauthorised removal or wilful destruction of the Employer's property

- fraud or attempted fraud against Employer for example falsification of a timesheet
- being intoxicated at work
- possession, consumption, use, or sale of an illegal substance/s or intoxicant/s at the workplace
- fighting at the workplace
- assault
- deliberate acts of negligence
- conduct that causes serious and imminent risk to the health or safety of a person.
- conduct that causes serious and imminent risk to the reputation, viability or profitability of the Employer's business
- a serious breach of the Employer's policy or procedures
- all forms of workplace bullying, discrimination, harassment (including but not limited to sexual harassment)
- conviction of any serious crime(s) that is related to the responsibilities of the position.
- deliberate misrepresentations in order to obtain employment with the Employer.

2.2.7 Payment for Notice

The Employer will only pay for the remainder of the notice not worked if the Employee is available to work and has not been terminated for serious misconduct or has agreed to work out a shorter notice period. The Employer is only required to pay the prescribed notice in the event the Employee resigns their employment regardless of the length of notice supplied by the Employee.

2.2.8 Authorised Deduction by the Employer for any notice not worked

If an Employee fails to give the notice required on resignation or to work out the notice then the Employee authorises the Employer to deduct from any unpaid wages monies due to them an amount equivalent to notice period or the period of notice not worked.

2.3 JOB ROTATION

2.3.1 Employer relocating an Employee to a new location

The Employer may rotate or relocate an Employee from one location to another provided that the transfer is reasonable taking into account the Employee's personal needs and circumstances, any extra travelling time and or expense, the Employee's family responsibilities, any demonstrated hardship on the Employee and the operational requirements of the business. The Employer will provide the Employee with four (4) weeks notice of the relocation.

2.3.2 Employer may require an Employee to perform alternate job

The Employer may require any Employee employed pursuant to this Agreement to perform the duties of any classification provided under clause 3.1 of this Agreement.

2.3.3 Employer may require an Employee to change shifts

The Employer may require an Employee to permanently change to an alternative shift (including day work) with at least two (2) weeks notice to suit the operational requirements of the business, provided that the Employer takes into account the employee's individual needs and circumstances

2.3.4 Employer may require an employee to perform the duties of either a Storeperson or a Driver

The Employer may require any Employee employed pursuant to this Agreement to perform the duties of either a Storeperson or Driver, provided that the Employee possesses the appropriate skills to perform the work.

2.3.5 Incidental and Peripheral Tasks

The Employer may direct an Employee to carry out such duties and use such tools and equipment as are reasonably within the limits of the Employee's skill, competence and training.

2.4 REDUNDANCY

2.4.1 Definition of Redundancy

Redundancy occurs when the Employer decides that it no longer requires that the job, that a full-time/part-time or salaried Employee is performing, is not to be performed by anyone and this is not due to the ordinary and customary turnover of labour.

2.4.2 Time Off during the Notice Period

A full-time/part-time Employee will be entitled to one (1) paid day off each week the base rate of pay during their notice period to look for other employment. If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent for any subsequent day. Provided that the Employer and Employee may mutually agree to additionally time off during the notice period.

2.4.3 Redundancy Entitlement

Where the Employer decides to terminate an Employee's employment and the Employee cease to work for the Employer because the Employer has made the Employee's position redundant then the Employer will pay the Employee severance payment according to the following table:

Length of service	Severance pay
Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

2.4.4 Definition of Weeks Pay

For the purposes of this clause (2.3 Redundancy) a "Week's Pay" means the Employee's base rate of pay the date of termination.

2.4.5 Where an Employee is not entitled to Redundancy Benefits

An Employee who is retrenched is not entitled to any redundancy benefits if the Employee has:

- (a) unreasonably refused acceptable alternative employment offered by the Employer; or
- (b) is a casual Employee or is an Employee engaged for a specific task or period; or
- (c) agreed to and or does perform work in another role as an Employee of the Employer after the Employee's original role is declared redundant; or
- (d) terminates employment during the Redundancy Notice Period without the Employer's prior approval, unless the approval is unreasonably withheld. Provided that the Employer shall allow the Employee to terminate their employment through the notice period where the Employee provides adequate proof of an alternative engagement that commences prior to the end of the employee's notice period without loss of their severance entitlement; or
- (e) where the Employee is transferred between related bodies corporate; or
- (f) been transferred in employment to a new Employer, subject to section 122 of the Act; or
- (g) unreasonably refused acceptable employment (please note that clause 2.4.6 applies); or
- (h) where the business is sold and the new employer employs the Employee.

2.4.6 Variation of redundancy pay for other employment or incapacity to pay

If an Employee is entitled to be paid an amount of redundancy pay by the Employer and the Employer:

- (a) obtains other acceptable employment for the Employee; or
- (b) cannot pay,

the Employer may apply to the FWC for a determination that the amount of redundancy pay is reduced to a specified amount that FWC considers appropriate.

2.5 COUNSELLING AND WARNING PROCEDURES

2.5.1 Disciplinary Procedure – Misconduct, Poor Performance, etc (excluding Summary Dismissal)

The following Counselling and Warning Procedures will apply to all Employees covered by this Agreement:

Verbal Warning/Counselling

If the Employees' conduct, capacity or performance do not meet Employer standard the Employee may, depending on the circumstances, be formally counselled and warned. A record of this counselling or warning will be noted and a copy will be provided to the Employee on request. Provided that the Employer may skip this step.

First Written Warning

If the Employer considers that the Employee conduct, capacity or performance has been unsatisfactory and has not met Employer standards a written warning may be issued to the Employee, provided that the Employer may skip this step and issue a First and Final warning if the Employee's conduct, capacity or performance warrants the issue of such a warning.

Final Written Warning

If after the first written warning has been issued and the Employee continues or has other unsatisfactory conduct, capacity or performance issue/s that do not meet the Employer's standards a final written warning may be issued to the Employee.

Termination

If after the Employee has been issued with a final written warning and the Employee's conduct, capacity or performance continues not to meet the Employees position expectations, the Employers Policy and Procedures, standards as contained in the Employee Handbook or their contractual obligations to the Employer then the Employees' employment may, depending on the circumstances, be terminated.

Procedural Fairness

Prior to issuing any warning the Employer will investigate the incident and then the Employer will provide the Employee an opportunity to respond to the allegation/s prior to making a final determination.

2.5.2 Disciplinary Procedure – Summary Dismissal

Where it is alleged that an Employees' conduct may warrant summary dismissal the Employer will investigate the incident. The Employer will then provide the Employee an opportunity to respond to the allegation/s prior to making a final determination. If the Employer is then satisfied that the Employee conduct was serious misconduct then the Employer may terminate the Employees employment without notice.

2.5.3 Employer may suspend the Employee

If the Employer considers there may be grounds to terminate the Employees' employment the Employer may suspend the Employee on full pay.

2.5.4 Representation/Support Person

The Employee may, on their request, have a support person at any of the above steps or be represented by the UWU delegate or organiser.

2.5.5 Probationary Period

The Employer will not be required to follow the above procedure prior to terminating an Employee during their probationary period.

2.6 ABANDONMENT OF EMPLOYMENT

2.6.1 Abandonment – Employer to attempt contact

Where an Employee fails to attend work for at least three (3) consecutive rostered shifts and fails to notify the Employer of their non- attendance the Employer will make a reasonable attempt to locate the Employee in order to establish their whereabouts and whether they wish to continue employment with the Employer.

2.6.2 Abandonment of Employment

Where an Employee fails to attend work for three (3) consecutive rostered shifts and not notified the Employer of the reasons for their failure to attend it will be deemed that the Employee has abandoned their employment with the Employer. Provided that the Employer will take into account any exceptional or extreme circumstances (e.g. natural disaster or hospitalisation) if the Employee later presents to the Employer.

PART 3 - JOB GRADES AND WAGES

3.1 JOB GRADES

3.1.1 Job Levels

The following classification structure will apply to the work performed under this Agreement:

(a) Probationary Employee Grade 1

All new Employees to the enterprise shall be employed in the first six (6) months in the capacity of Probationary Employee (provided that this classification will not apply to drivers).

(b) Grade 2

Shall mean an Employee appointed as such, who has completed or acquired the competency to perform the tasks within the position descriptions assigned to this grade:

Job titles at this grade include:

Storeperson
Telesales
Clerks
Driver
Sales Representative

(c) Grade 3

Shall mean an Employee appointed as such, who has completed or acquired the competency to perform the tasks within the position descriptions assigned to this grade:

Job titles at this grade include:

Storeperson Leading Hand
Senior Driver
Senior Storeperson
Senior Clerk
Senior Sales Representative

(Please note that clerks based in the warehouse will be considered storepersons for the purposes of this Agreement)

3.1.2 Salaried Employees

The job titles will include:

Sales Representative
Salaried Clerk
Warehouse Supervisor
Manager

3.1.3 Minimum Pay Point of certain Employees

The minimum pay point for an Employee employed as a clerk or a sales representative will be Grade 2 Level 2.

3.2 WAGES

3.2.1 Wages

- (a) The minimum wage rates payable to Employees of the Employer (who are employed as at the date when the Agreement commences operation pursuant to clause 1.3.1 of this Agreement) for the Grades and Levels will be (excluding a Salaried Employees) from the first full pay period on or after 1 August 2024 will be:

JOB GRADES & LEVELS	Full-time Employee Weekly Base Rate of Pay (Rate per Week)	Part-time Employee Rate of Pay & Hourly Base Rate of Pay (Rate per Hour)	Casual Hourly Rate of Pay (Rate per Hour)
GRADE 1	\$1,035.28	\$27.2442	\$34.0553
GRADE 2			
Level 1	\$1,056.44	\$27.8010	\$34.7513
Level 2	\$1,101.19	\$28.9786	\$36.2233
Level 3	\$1,139.49	\$29.9867	\$37.4834
GRADE 3			
Level 1	\$1,168.22	\$30.7425	\$38.4282
Level 2	\$1,202.94	\$31.6564	\$39.5705
Level 3	\$1,239.03	\$32.6061	\$40.7576
Level 4	\$1,304.16	\$34.3200	\$42.9000

- (b) The minimum wage rate for a Salaried Employee:

SALARIED EMPLOYEE	Where a Salaried Employee agrees a salary in accordance with clause 1.6 the minimum salary payable to that Salaried Employee will be \$60,000.00 per annum or \$30.3643724696 per hour.
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3.2.2 Wage Increases

The wage rates set out in clauses 3.2.1 (a) and allowances set out in clauses 3.9.1 (Freezer Allowance), 3.9.2 (Cash Collection Allowance) of this Agreement will increase as follows:

- (a) 3.75% on the first full pay period on or after 1 August 2025.
 (b) 3.5% on the first full pay period on or after 1 August 2026.

3.3 JUNIOR EMPLOYEES

3.3.1 Definition of Junior Employee

An Employee classified under this Agreement who is less than the prescribed age is for the purposes of this Agreement a junior Employee.

3.3.2 Calculation of the Junior Rate of Pay – Clerk or Telesales

A junior Clerk or Telesales Employee will be paid the following percentages (which vary based on the Employees age) of the adult hourly rates of pay set out in clause 3.2.1 (a) of the Agreement, as follows:

Age	Percentage
Under 16 years	45%
16 years	50%
17 years	60%
18 years	70%
19 years	80%
20 years of age	90%

3.3.3 Calculation of the Junior Rate of Pay – All Others

All other junior Employees will be paid the following percentages (which vary based on the Employees age) of the adult hourly rates of pay set out in clause 3.2.1 (a) of the Agreement:

Age	Percentage
16 years	70%
17 years	80%
18 years	90%

3.3.4 Proof of Age by

The Employer can request the Employee to produce a proof of their age.

3.4 PAYMENT OF WAGES

3.4.1 Payment of Wages

The Employer shall pay wages on a weekly basis in arrears by credit transfer into an account nominated by the Employee. Should a public holiday fall on the nominated payday then the Employee will be paid the next working day.

3.4.2 Payment on Termination

Where the Employee is terminated or terminates their employment the Employee shall be paid all wages due on the first pay period after the Employee ceases work.

3.4.3 Underpayments

Where an Employee has been underpaid and the underpayment is in excess of two hundred dollars (\$200) then the Employer will make the payment within three (3) days. Where the underpayment is less than two hundred dollars (\$200) the Employer will transfer the underpayment amount into the employee's bank account with their next scheduled pay.

3.4.4 Overpayments

An Employer may deduct from an Employee's pay any overpaid amount required up to a maximum of ten percent (10%) of the Employee's full rate of pay for a week unless otherwise agreed to be paid to an Employee

under this clause the amount of any overpayment. If an overpayment occurs, discussions with the affected Employee will be held before the recovery is made. The Employer will take into account the Employee's personal requirements prior to deducting the overpaid amount. On termination the Employee authorises the Employer to deduct an amount equivalent to any overpayment of wages or allowances owed by an Employee from the Employee's termination monies provided that the Employer consult with the Employee concerning the proposed deduction. The Employer may where it has in correctly credited an amount of leave alter an Employee's leave accrual to the correct amount.

3.5 SUPERANNUATION

The Employer will contribute on a monthly basis in arrears an amount equal to the statutory requirement of the Employees ordinary time earnings into a superannuation in accordance with the relevant superannuation legislation. Please note that an Employee can access Bidfood AMP Custom Super Fund or Australian Super.

3.6 SALARY SACRIFICE

3.6.1 Objectives of Clause

It is intended that this will benefit employees without imposing additional costs on the Employer.

3.6.2 Flexible Remuneration

The Employee may mutually agree with the Employer in writing to a salary sacrifice an amount of their ordinary time wages to their nominated superannuation fund.

3.6.3 Calculation of Wages

Any payment due in accordance with the Agreement (including overtime, annual leave loading and termination payments) will be calculated as if the contribution in subclause 3.6.2 of the Agreement had not been deducted from the Employee's wages.

3.7 SHIFT WORK

3.7.1 Morning and Afternoon Shift Allowances

Where an Employee (not including an Employee employed as a sales representative) works on the following shifts the base rate of pay shall be increased by the following shift allowances:

Shift Times	Percentage
Morning Shift	15%
Afternoon Shift	15%

3.7.2 Shift Allowance not applicable when the Employee is in receipt of Weekend Penalty rates, Public Holiday Loadings or Overtime

The shift allowances contained at clause 3.7.1 above shall not apply to shift work performed on a Saturday and Sunday, Overtime or Public Holiday where a penalty rate will apply in accordance with Clauses 3.8, 4.2 or 5.2 of this Agreement.

3.7.3 Definitions of Morning and Afternoon Shift

For the purposes of this clause a shift shall be defined as follows: -

- (a) "Morning Shift" means a shift where an Employee's ordinary time hours start at or after 2.00 am and before 5.00 am.
- (b) "Afternoon Shift" shall mean a shift where an Employee's ordinary time hours finish 7.30 pm (or 8.00 pm for clerk) and at or before 1.00 am (or midnight for a clerk).

3.8 WEEKEND PENALTY RATES

3.8.1 Saturday Penalty Rate

All ordinary time worked by any Employee (as required and directed by the Employer) between midnight Friday and midnight Saturday shall be paid for at time and a half of the base rate of pay.

3.8.2 Sunday Penalty Rate

All ordinary time worked by any Employee (excluding an Employee employed as a clerk) (as required and directed by the Employer) between midnight Saturday and midnight Sunday shall be paid for at double time calculated on the base rate of pay, provided that clerk who is engaged on shift work on a Sunday will be paid at time and a half.

3.8.3 Minimum engagement

Where an Employee is required by the Employer to work on a Saturday or a Sunday the Employee will be paid for a minimum engagement of four (4) hours.

3.9 ALLOWANCES

3.9.1 Freezer Allowance

An Employee employed to work primarily in a freezer shall be paid an additional \$1.66 per hour worked.

3.9.2 Cash Collection Allowance

An Employee employed as a Driver and required by the Employer to receive monies from customers in addition to normal duties shall be paid an hourly allowance of 62 cents per ordinary hour worked per day (note that this allowance will not apply to a day where an Employee is not required to collect any monies). An Employee receiving this allowance shall be responsible for the monies collected on behalf of the Employer and if there is any shortfall the Employee will be required to make up such shortfall.

3.9.3 First Aid Allowance

An Employee being the holder of a First Aid Certificate and nominated by the Employer to be an accredited First Aid Attendant shall be paid a weekly allowance of \$17.15.

3.9.4 Vehicle Allowance

Where a Sales Representative is required to use their own motor vehicle in the performance of their duties they will be paid an allowance of \$18,500.00 per annum.

3.9.5 Supply of Mobile Telephone and Computer

The Employer will supply to a Sales Representative a mobile telephone, a Laptop computer or tablet computer. These devices will be for business use and the Employer will pay all costs of operating the devices. These items remain the property of the Employer and the Employer may require the Employee to return these items at

any time during their employment (i.e. where an Employee is placed on garden leave under clause 2.2.3 of this Agreement).

3.9.6 Allowances not All Purpose

The allowances in sub clauses 3.9.1 (Freezer Allowance), 3.9.2 (Cash Collection Allowance) and 3.9.3 (First Aid Allowance) shall not apply to an Employee whilst they are on paid or unpaid leave including but not limited to annual leave, personal leave, compassionate leave, long service leave, jury service leave, leave without pay or annual leave.

3.10 HIGHER DUTIES

3.10.1 Employed in a higher classification for 3 hours per day or less

An Employee employed in a higher classification for (3) hours or less per day for which a higher rate of pay is provided for herein, shall receive such higher rate of pay with a minimum of one (1) hour.

3.10.2 Employed in a higher classification for more than 3 hours per day

An Employee employed in a higher classification for more than (3) hours per day for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for the whole day.

3.10.3 Employed in higher duties for more than 20 hours per week

An Employee employed in a higher classification for more than twenty (20) hours in any week for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for the whole week.

PART 4 - HOURS OF WORK, OVERTIME, ROSTERS, AND BREAKS

4.1 HOURS OF WORK

4.1.1 Hours of Work - Full-time Employees Day Workers

The arrangement of ordinary hours of work for a full-time Employee will be implemented as follows:

- (a) 38 ordinary hours per week or an average of up to 152 hours in a 4 week cycle.
- (b) A minimum engagement of 4 hours per shift and a maximum of 10 ordinary hours per shift, provided that drivers classified and paid as a Grade 1 or Grade 2 Level 1 will work a maximum of 8 ordinary hours per day.
- (c) All ordinary hours for full time day workers are to be worked between:
 - i. 5.00 am until 7.30 pm Monday to Sunday for storeworkers.
 - ii. 4.00 am until 7.30 pm Monday to Sunday for drivers.
 - iii. 6.00 am and 8.00 pm Monday to Friday and 6.00 am and 1.30 pm Saturday for clerks, provided that where a Clerk works in association with other classes of employees who work ordinary hours outside the spread prescribed by this clause, the hours during which ordinary hours may be worked are as prescribed by the ordinary hours applying to the majority of the employees in the workplace.
 - iv. To 6.00 pm Monday to Sunday for sales representatives.

4.1.2 Hours of Work - Part-time Employees

The arrangement of ordinary hours of work for a part-time Employee will be implemented as follows:

- (a) The Employer will provide an Employee, in writing, their ordinary hours of work specifying the numbers of hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. These hours can be altered by mutual agreement in writing.
- (b) A part-time Employee may, by mutual agreement with the Employer, work additional ordinary hours to those agreed in clause 4.1.2 (a) of this Agreement up to a maximum of 38 hours per week. A part-time Employee can elect to provide written standing consent to vary their regular pattern of work in order to work additional ordinary hours, provided such standing consent may be withdrawn by the Employee at any time. (To avoid doubt, an Employee who provides standing consent can still verbally refuse to work additional hours when offered on any occasion).
- (c) A minimum engagement of 15 hours per week and less than 38 ordinary hours per week.
- (d) A minimum engagement of 4 hours per shift and a maximum of 10 ordinary hours per shift, provided that drivers classified and paid as a Grade 1 or Grade 2 Level 1 will work a maximum of 8 ordinary hours per day.
- (e) All ordinary hours for part time day workers are to be worked between:
 - i. 5.00 am until 7.30 pm Monday to Sunday for storeworkers.
 - ii. 4.00 am until 7.30 pm Monday to Sunday for drivers.
 - iii. 6.00 am and 8.00 pm Monday to Friday and 6.00 am and 1.30 pm Saturday for clerks, provided that where a Clerk works in association with other classes of employees who work ordinary hours outside the spread prescribed by this clause, the hours during which ordinary

hours may be worked are as prescribed by the ordinary hours applying to the majority of the employees in the workplace.

- iv. To 6.00 pm Monday to Sunday for sales representatives.

4.1.3 Hours of Work –Shift Workers

The arrangements of ordinary hours of work for Employees engaged a shift workers (whether full time, part time or casual) may be implemented within the following:

- (a) The provisions of clauses 4.1.1 (a) & (b), 4.1.2 (a) to (d) inclusive and 4.1.4 (a) to (e) inclusive excluding (c) will apply to Employees engaged as shift workers pursuant to this subclause.
- (b) Drivers and sales representatives will not be engaged as shiftworkers and accordingly clause 3.7 (Shift Work) does not apply to these employees.

4.1.4 Hours of Work - Casual Employee

A casual Employee shall be paid one thirty eighth (1/38th) of the appropriate weekly rate plus a casual loading of twenty five percent (25%) for each ordinary hour worked and their ordinary hours within the following arrangement:

- (a) A maximum of 38 ordinary hours per week; and
- (b) A minimum engagement of 4 hour per shift and a maximum of 10 ordinary hours per shift, provided that drivers classified and paid as a Grade 1 or Grade 2 Level 1 will work a maximum of 8 ordinary hours per day.
- (c) All ordinary hours for casual day workers are to be worked between:
 - i. 5.00 am until 7.30 pm Monday to Sunday for storeworkers.
 - ii. 4.00 am until 7.30 pm Monday to Sunday for drivers.
 - iii. 6.00 am and 8.00 pm Monday to Friday and 6.00 am and 1.30 pm Saturday for clerks, provided that where a Clerk works in association with other classes of employees who work ordinary hours outside the spread prescribed by this clause, the hours during which ordinary hours may be worked are as prescribed by the ordinary hours applying to the majority of the employees in the workplace.
 - iv. To 6.00 pm Monday to Sunday for sales representatives.
- (d) The casual loading shall not be paid on overtime or public holidays to casual Employees; and
- (e) The following formula will be used to calculate the applicable casual rate where a relevant penalty percentage applies:

$$\begin{array}{rccccccccc} 25\% \text{ of the} & & & \text{(Hourly Base} & & \text{Relevant} & & & & \text{Applicable} \\ \text{Hourly} & & & \text{Rate)} & & \text{Penalty} & & & & \text{Casual} \\ \text{Base Rate} & \text{of} & + & \text{(Rate} & \text{X} & \text{Percentage} & \text{)} & = & \text{Hourly Rate} \\ \text{Pay} & & & \text{of Pay} & & & & & \end{array}$$

4.2 OVERTIME

4.2.1 Overtime

All time worked in excess of the ordinary working hours in accordance with sub clause 4.1 shall be deemed overtime and paid for at the rate of time and a half for the first two (2) hours and double time thereafter. Provided that double time overtime will not apply to an Employee employed as a sales representative.

4.2.2 Sunday Overtime

All overtime worked by any Employee between midnight Saturday and midnight Sunday after the Employee works ordinary time shall be paid for at double time of the base rate of pay.

4.2.3 Calculation of Overtime

Overtime is calculated daily (or per shift) (i.e., overtime will recommence on a daily basis and will be non-cumulative from one day or shift to the next. For clarity a shift worker working over midnight will be paid time and a half for the first two (2) hours and double time thereafter after they finish their shift regardless of shift extending over midnight).

4.2.4 Rest Period on Overtime

Employees will be entitled to at least eight (8) consecutive hours off duty after performing overtime between their finishing time of their shift and before the commencement of their ordinary hours on their following shift.

4.2.5 Meal Allowance on Overtime

Any Employee required to continue working more than two (2) hours or more on overtime after their rostered shift on any one day shall be paid a meal allowance of \$20.90. Provided that this will not apply to an Employee employed as a sales representative.

4.2.6 Recall to Work

An employee called back to work after the employee has left work for the day must be paid for a minimum engagement of four (4) hours.

4.2.7 Interaction between Overtime and Shift Work

Where the Employee works overtime and that overtime falls within the hours defined for afternoon or night shift that Employee will not be entitled to be paid the shift allowance under clause 3.6 (Shift Allowance) of this Agreement (for clarity, and as an example, this clause means that an employee finishing at 7.30 pm whose ordinary hours finish at 8.30 pm will be a day worker paid overtime for the last hour of their shift, that Employee will not be considered a shift worker under this Agreement and will therefore not be paid the afternoon shift loading for this shift).

4.3 ROSTERS

4.3.1 Roster Notification

A full time or part time Employee will be provided with a roster and that roster will be subject to change on seven (7) days notice.

4.3.2 Roster Changes

Rosters may be changed by the Employer either before or during a roster cycle on giving the Employee at least twenty four (24) hours notice or such lesser period as mutually agreed between the Employee and the Employer. Provided that in the case of emergency, unforeseen operational contingency, absenteeism, or sickness the Employer is required to give the Employee no notice provided that the Employer takes into account the Employees individual needs and circumstances. The Employer may change the start and finish times of an Employee.

4.4 MEAL BREAKS

An Employee who work five (5) hours or more on any one day shall receive a thirty (30) minute unpaid meal break at a time that will not interfere with the continuity of work. Provided that the aforementioned break will be paid for an Employee employed as a shift worker.

4.5 REST PAUSES

4.5.1 Rest Pause Entitlement

An Employee shall be entitled to a rest pause of ten (10) minutes duration in the Employer's time where the Employee works more than four (4) hours. Where the Employee continues to work for additional three-point six hours (3.6) they will be entitled to another ten (10) minute rest pause. Such rest pauses shall be taken at such times as directed. Both rest pauses can be combined into one rest period of twenty (20) minutes per day at the direction of the Employer.

4.5.2 Freezer Breaks

Provided that an Employee who is primarily engaged to work in a freezer will be allowed a ten (10) minute freezer break for each continuous hour worked in that chamber provided that:

- a. the Employee will not be entitled to a freezer break in an hour where the Employee takes either their rest pause in accordance with clause 4.5.1 (Rest Pause Entitlement) or their meal break in accordance with clause 4.4 (Meal Break).
- b. it will be at the discretion of the Employee whether they take an available freezer break.
- c. freezer breaks cannot be taken at a later time or banked or taken collectively.

4.6 MINIMUM ENGAGEMENT

Where the Agreement provides for a minimum engagement, save and except for public holidays:

- a. And a portion of that time is not worked by the Employee, then the time not worked will be paid at the Employee's base rate of pay.
- b. All hours worked on a Saturday or a Sunday, whether those hours are ordinary or overtime hours, will count towards the prescribed minimum engagement.

4.7 STANDING WRITTEN CONSENT

Where the Agreement allows an agreement between the Employer and an Employee to vary a condition under this Agreement an Employee can elect to provide written standing consent to that variation, provided such standing consent may be withdrawn by the Employee at any time.

4.8 CALCULATION OF PENALTIES

Where the Agreement provides for a multiplication of the ordinary rate for any purpose (i.e. weekend penalty rate, overtime, public holiday penalty, shift allowance or the like) and two (2) or more penalties apply under the Agreement then an only a single penalty will apply and it will be the highest of the applicable penalties. To be clear penalties are not cumulative.

PART 5 – LEAVE

5.1 ANNUAL LEAVE

5.1.1 Entitlement to Annual Leave

For each year of service with the Employer a full-time or part-time Employee is entitled to four (4) weeks of paid annual leave.

5.1.2 Accumulation of Annual Leave

A full-time or part-time Employee entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. If a full-time or part-time Employee's employment ends during what would otherwise have been a year of service, the Employee accrues paid annual leave up to when their employment ends. Provided that the following periods do not count as service and accordingly no annual leave is accrued during:

- a. any period of unauthorised absence;
- b. any period of unpaid leave or unpaid authorised absence, other than:
 - i. a period of absence under Division 8 of Part 2-2 of the Act (which deals with community service leave); or
 - ii. a period of stand down under an this Agreement or under an Employee's contract of employment; or
 - iii. any other period of a kind prescribed by the Act's regulations.

5.1.3 Rate of Payment for Annual Leave and Annual Leave Loading

All annual leave is payable at the Employees base rate of pay as set out in clause 3.2.1 (a) of this Agreement. Employees will in addition to their annual leave be entitled to leave loading calculated on the basis of 17.5% of their annual leave entitlement at the time of taking such leave or on termination.

5.1.4 Taking of Accumulated Annual Leave

All accumulated annual leave can be taken at a time mutually agreed between the Employer and the Employee. Provided that the parties acknowledge that an Employee's access to annual leave will be limited by the Employer during the Employer's peak trading periods.

5.1.5 Employer may require an Employee take Accumulated Annual Leave

The Employer can direct an Employee take accumulated annual leave if:

- (a) If the Employer and an Employee cannot agree when the Employee's annual leave is to be taken; and
- (b) The Employer has provided the Employee at least four (4) weeks notice in writing to take the accrued leave; and
- (c) The Employee has accumulated more than six (6) weeks at the time of the direction is given; and
- (d) The Employer can only direct an Employee to take a maximum of two (2) weeks annual leave.

5.1.6 Cashing Out of Accrued Annual Leave

All full-time and part-time Employees may at their election in writing forego an entitlement to annual leave credited to them provided that:

- (a) The Employer authorises the Employee to forgo the amount of annual leave; and
- (c) That the Employee must retain at least four (4) weeks annual leave accrual; and
- (d) That the Employee is paid out at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

The Employer will only agree to payout annual leave in blocks of at least 5 days. Provided that in exceptional circumstances the Employer and the Employee may agree to payout a lesser period.

5.1.7 Definition of shiftworker for the NES

For the purposes of the NES a “shiftworker” is shift worker as defined by the Agreement who both regularly works on each of the seven (7) days of a week and who is regularly rostered to work on Sundays and public holidays. The Employer will provide a fifth week of annual leave to a shiftworker as defined by this clause.

5.2 PERSONAL/CARER’S LEAVE, COMPASSIONATE LEAVE AND AND FAMILY AND DOMESTIC VIOLENCE LEAVE

5.2.1 Personal Leave

5.2.1.1 Entitlement to Personal/Carer’s Leave

- (a) Amount of leave

For each year of service with the Employer, a full-time or part-time Employee is entitled to ten (10) days of paid personal/carer’s leave.

- (b) Accrual of leave

A full-time or part-time Employee’s entitlement to paid personal/carer’s leave accrues progressively during a year of service according to the Employee’s ordinary hours of work and accumulates from year to year. Provided that the following periods do not count as service and accordingly no personal leave is accrued during:

- a. any period of unauthorised absence;
- b. any period of unpaid leave or unpaid authorised absence, other than:
 - i. a period of absence under Division 8 of Part 2-2 of the Act (which deals with community service leave); or
 - ii. period of stand down under an this Agreement or under an Employee’s contract of employment; or
 - iii. any other period of a kind prescribed by the Act’s regulations.

5.2.1.2 Taking paid personal/carer’s leave

A full-time or part-time Employee may take paid personal/carer’s leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

5.2.1.3 Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which a full-time or part-time Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday the employee is taken not to be on paid personal/carer's leave on that public holiday.

5.2.1.4 Payment for paid personal/carer's leave

If a full-time or part-time Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

5.2.2 Unpaid carer's leave

5.2.2.1 Entitlement to unpaid carer's leave

An Employee is entitled to two (2) days of unpaid carer's leave for each permissible occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

5.2.2.2 Taking unpaid carer's leave

An Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 5.2.2.1 of this Agreement. An Employee may take unpaid carer's leave for a particular permissible occasion as:

- (a) a single continuous period of up to two (2) days; or
- (b) any separate periods to which the Employee and their Employer agree.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's.

5.2.3 Compassionate leave

5.2.3.1 Entitlement to compassionate leave

An Employee is entitled to two (2) days of compassionate leave for each permissible occasion when a member of the Employee's immediate family, or a member of the Employee's household:

- (a) where:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies.
- (b) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage (please note that this) does not apply if the miscarriage results in a stillborn child.

5.2.3.2 Taking compassionate leave

An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to clause 5.2.3.1 of this Agreement; or
- (b) after the death of the member of the Employee's immediate family or household

An Employee may take compassionate leave for a particular permissible occasion as

- (a) a continuous two (2) day period; or
- (b) two (2) separate periods of one (1) day each; or
- (c) any separate periods to which the Employee and the Employer agree.

If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

5.2.3.3 Payment for compassionate leave (other than for casual employees)

If an Employee (other than a casual employee) takes a period of compassionate leave, the Employer shall pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

5.2.4 Paid family and domestic violence leave

5.2.4.1 Entitlement to paid family and domestic violence leave

An employee is entitled to ten (10) days of paid family and domestic violence leave in a twelve (12) month period. Paid family and domestic violence leave:

- (a) is available in full at the start of each twelve (12) month period of the employee's employment; and
- (b) does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

For the purposes of this clause if an employee is employed by a particular employer:

- (a) as a casual employee; or
- (b) for a specified period of time, for a specified task or for the duration of a specified season;

the start of the employee's employment is taken to be the start of the employee's first employment with that employer.

5.2.4.2 Taking of paid family and domestic violence leave

The employee may take paid family and domestic violence leave as:

- (a) a single continuous ten (10) days day period or such longer period as agreed between the employee and the employer; or
- (b) separate periods of one (1) or more days each; or
- (c) any separate periods to which the employee and the employer agree, including periods of less than one day.

5.2.4.3 Circumstances where an Employee can take paid family and domestic violence leave

The employee may take paid family and domestic violence leave if:

- (a) the employee is experiencing family and domestic violence; and
- (b) the employee needs to do something to deal with the impact of the family and domestic violence; and
- (c) it is impractical for the employee to do that thing outside the employee's ordinary hours of work.

Note 1: Examples of actions, by an employee who is experiencing family and domestic violence, that could be covered by paragraph (b) are arranging for the safety of the employee or a close relative (including relocation), attending urgent court hearings or accessing police services.

Note 2: The notice and evidence requirements of clause 5.2.5 of the Agreement must be complied with.

5.2.4.4 Confidentiality

- (a) The Employer must take steps to ensure information concerning any notice or evidence an employee has given under clause 5.2.5 of the Agreement of the employee taking leave under this clause is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in this clause prevents an Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.
- (c) Note: Information covered by this section that is personal information may also be regulated under the *Privacy Act 1988*(Cth).

5.2.4.5 Operation of paid family and domestic violence leave and leave for victims of crime

- (a) This clause does not exclude or limit the operation of a law of a State or Territory to the extent that it provides for leave for victims of crime.
- (b) If an employee who is entitled, under a law of a State or Territory, to leave for victims of crime is also entitled to leave under this clause, that law applies in addition to this Subdivision.
- (c) A person who is a national system employee only because of section 30C or 30M of the FW Act is entitled to leave under this clause only to the extent that the leave would not constitute leave for victims of crime.
- (d) Note: Leave for victims of crime is a non-excluded matter under paragraph 27(2)(h).

5.2.5 Notice and Evidence for Personal/Carer's, Compassionate or Unpaid family and domestic violence leave

An Employee is entitled to leave under this clause where the Employee complies with the following notice and documentation requirements:

(a) Notice

An Employee must give the Employer notice of taking of leave as soon as is practical (which may be a time after the leave has started) and must advise the Employer of the period, or expected period of the leave. An Employee is required to telephone their Supervisor or the Supervisor on duty (Please note that Text Messaging a supervisor notifying of an absence in unacceptable (text messaging includes Short Message Service (SMS), and Multimedia Messaging Service (MMS) messages)). It is expected that an Employee seeking to take leave will provide at least two (2) hours notice of their absence prior to the start of their shift.

(b) Evidence

An Employee who has given the Employer notice of taking leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave has been taken for personal/ carer's, unpaid carer's or compassionate leave. Provided that an Employee who takes leave under this clause may be required by the Employer to produce a medical certificate or a statutory declaration after:

- i. more than one (1) day off; or

- ii. two (2) single day absences in any twelve (12) month period; or
- iii. Having a day off before or after a day off, public holiday, or annual leave.

(c) **Compliance**

An Employee is not entitled to take leave under this Clause unless the Employee complies with this subclause.

5.3 LONG SERVICE LEAVE

All Employees will be entitled to take and accrue long service leave in accordance with the provisions of the *Long Service Act 2018* (VIC).

5.4 PARENTAL LEAVE

All full-time, part-time, regularly engaged casual Employees who have completed at least twelve (12) months service with the Employer will be entitled to take up to at least twelve (12) months unpaid parental leave in accordance with the Division 5 Part 2-2 of Chapter 2 of the Act.

5.5 JURY SERVICE LEAVE

5.5.1 Entitlement to Jury Service Leave

All full-time and part-time Employees required to attend for jury service during their ordinary working hours will be reimbursed by Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and what the Employee would have earned if they were rostered to work during the attendance time for a maximum of ten (10) days. To be paid for this leave the Employee must assign the court cheque to the Employer.

5.5.2 Duty to notify Employer of the obligation to serve on Jury

All full-time and part-time Employees are required to notify Employer as soon as possible as to the date upon which they are required to attend for jury service.

5.5.3 Proof of Attendance at Jury Service

The Employee must give Employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

5.5.4 Casual Employees are required to notify Employer of their non-attendance at work due to Jury Service

Casual Employees must notify the Employer of their non-attendance at work due to Jury service but they will not be compensated for their absence on jury service leave.

5.6 COMMUNITY SERVICE LEAVE

Pursuant to Division 8 Part 2-2 of Chapter 2 of the Act an Employee who engages in an eligible community service activity is entitled to be absent from his or her employment on leave without pay for a period if:

(a) the period consists of one or more of the following:

- (i) time when the Employee engages in the activity;
- (ii) reasonable travelling time associated with the activity;
- (iii) reasonable rest time immediately following the activity; and

(b) the Employee's absence is reasonable in all the circumstances.

5.7 PUBLIC HOLIDAYS

5.7.1 Public Holiday Entitlement - where work is performed

All work done by any Employee on a public holiday shall be paid for at the rate of double time and a half.

5.7.2 Public Holiday Entitlement – where no work is performed

A Full-Time or Part -Time Employee rostered off on a public holiday that they would have otherwise been required to work shall be entitled to the day off at the base of pay. A Part-time Employee will be paid for the hours they would normally be rostered on the day.

5.7.3 Individual Substitution of Public Holidays

Where agreement is reached between the Employer and the Employee in writing, the Employee may elect to work on a Public Holiday and substitute an alternate day off, in lieu and in satisfaction of their entitlement at clause 5.7.1.

5.7.4 Public Holidays where day given off (excluding Easter)

The Employer and the Employee agree on the substitution of public holidays for a Full time or Part Time Employee, who:

- a. commence their weekly roster on a Sunday; and
- b. are given a paid day off for a public holiday, inclusive, where appropriate, of the weekend or shift penalty that would have been payable, (save and except for an Easter substitution where the Employee will be paid at their base rate of pay).

Then the Employee paid in accordance with this clause will have been taken to have received the full benefit of the public holiday and the Employee will not be entitled to any public holiday payment in accordance with subclause 5.7.1 of this clause for any work performed on that public holiday.

For clarity there is no requirement for the Employee and the Employer to reach agreement pursuant to clause 5.7.3 (Individual Substitution of Public Holidays) for the operation of this clause.

For clarity where there a part day public holiday is substituted pursuant to this clause then whole working day may be substituted in accordance with the clause.

5.7.5 Easter

The Employer can require a Full Time or Part Time Employee who is rostered to work Sunday to Thursday to work and be paid for Easter as follows:

- a. On the Thursday immediately preceding Good Friday an Employee would have been otherwise rostered to work but for the holiday and the Employee is not required to work will be paid their base rate of pay for the day not worked;
- b. On Good Friday an Employee would not be required to work and would not be paid for the day.
- c. On Easter Saturday an Employee would not be required to work and would not be paid for the day;
- d. On Easter Sunday an Employee would have been otherwise rostered to work but for the holiday and is not required to work by the Employer will be paid the base rate of pay for the substituted day together with the Sunday penalty for the Easter Sunday not worked; and
- e. On Easter Monday an Employee required to work on the public holiday will not be entitled to any public holiday payment in accordance with subclause 5.7.1 of this clause and will instead be paid their base rate of pay together with the applicable shift allowance for work on that day.
- f. Please note that where any work is performed by an Employee on Good Friday or Easter Saturday or Easter Sunday will be paid in accordance with clause 5.7.1 of this Agreement.

5.7.6 Requirement to work on a shift work on a public holiday

It is acknowledged that it would be usual for the Employer to require an Employee working shift work or on a Sunday to Thursday roster to:

- a. Not work on the day prior to a public holiday; and
- b. Work on a shift commencing on a public holiday.

5.8 RESTRICTION ON TAKING OR ACCRUING LEAVE OR ABSENCE WHILE RECEIVING WORKERS' COMPENSATION

An employee is not entitled to take or accrue any leave or absence (whether paid or unpaid, excluding unpaid parental leave) under this Agreement during a period (a compensation period) when the employee is absent from work because of a personal illness, or a personal injury, for which the employee is receiving compensation payable under a law (a compensation law) of the Commonwealth, a State or a Territory that is about workers' compensation. Provided that an employee will accrue leave where they are working for the Employer on restricted return to work duties.

PART 6 - UNION MATTERS

6.1 UWU REPRESENTATION

6.1.1 Recognising the UWU

The Employer recognises the UWU as being a union that can represent workers covered by the Agreement.

6.1.2 Payroll deductions

The Employer will, where an Employee requests in writing, deduct from their pay their UWU union fees and forward those fees to the UWU.

6.1.3 Paid Union Meetings

The Employer will release Employee's to attend UWU meetings on site for up to one (1) hour paid ordinary time annually (per calendar year) for these meeting/s provided:

- (a) Normal site operations are to be maintained at all times;
- (b) Meetings are non-cumulative and non-transferable; and
- (c) Meetings will be linked to lunch or rest breaks.

6.1.4 When and Length of Meetings

Where an on-site union meeting is requested the UWU will consult and reach agreement with the Employer about the timing of the meeting, in order to schedule the meeting at a time causing the least operational disruption to the Employer. Individual meetings (unless by agreement) shall be limited to one half hour on each occasion.

PART 7 - MISCELLANEOUS

7.1 ABSENTEEISM CONTROL MEASURES

7.1.1 Purpose of Personal/Carer's Leave

Personal/ carer's leave is unlike annual or long service leave in that it is conditional upon an Employee or a member of the Employees' immediate household or family being ill or injured. It is an insurance to protect the Employee and the Employees' family against hardship.

7.1.2 Purpose of Absenteeism Control Measures

This procedure is designed to curtail personal/ carer's leave abuse by Employees who are absent from work and who are not unfit for duty or who are not required to care for a member of the Employees' immediate household or family genuinely and is to operate notwithstanding the provisions of clause 5.2 (Personal/ Carer's Leave).

7.1.3 Review of Absenteeism

At the end of each three (3) monthly period, or as an Employees' absenteeism warrants, the Employer shall review the personal/ carer's leave records to establish whether any Employee has a record of attendance which is cause for reasonable concern.

7.1.4 First Interview

An Employee with an unsatisfactory absenteeism record or where an Employee has failed to comply with the notice and evidence requirements under this Agreement the Employee shall be interviewed by the Employer with a representative if the Employee so requests. Where there is no satisfactory explanation the Employee will have their absences monitored. Where there are genuine reasons for the Employee's absences then the Employer will seek to assist the Employee and the Employee will seek to provide as much notice as possible of any future leave.

7.1.5 Second Interview

If after an Employee has been interviewed and their unsatisfactory absenteeism continues or where an Employee has failed to comply with the notice and evidence requirements under this Agreement then the Employee will be reinterviewed by the Employer with a representative if the Employee so requests. Where the Employee does not provide satisfactory reason for the absences, then the Employee will be the subject of an Absence Management Plan.

7.1.6 Absence Management Plan

An Absence Management Plan, notwithstanding any provision in this Agreement or minimum notice or evidence requirement prescribed by the Act, may:

- a. require the Employee to contact a specific nominated person by a certain time, prior to any shift where they plan to be absent, to notify that they will be absent on that shift;
- b. require the Employee to personal telephone a person nominated by the Employer to notify of their absence, prior to any shift where they plan to be absent;
- c. require the Employee to specify the expected duration of the absence and the reason for the absence, prior to any shift where they plan to be absent;
- d. require that the Employee present a medical certificate (subject to section 107 (3) of the Act) from a duly qualified medical practitioner for each absence where the employee claims that they were unfit to attend work whilst the Absence Management Plan is in place;
- e. require that the Employee present that medical certificate (subject to section 107 (3) of the Act) no later

- than twenty-four (24) hours after the absence commences;
- f. explain to the Employee the purpose of personal leave and the reasons for which it can be used;
- g. prescribe that no back dated medical certificates will be accepted as appropriate evidence of an absence;
- h. require an Employee to undertake a medical assessment at the direction of the Employer and for the Employee to consent to releasing the medical information to the Employer;
- i. inform the Employee that the Employer will monitor their absences including for patterns of absenteeism;
- j. be a first or a first and final warning concerning the Employee's continued employment with the Employer; and
- k. warn the Employee that if they fail to adhere to the plan than the Employer will commence a disciplinary investigation which may result in the termination of their employment;

Where the Employer implements an Absence Management Plan the Employer shall meet with the Employee and the Employee can have a support person at that meeting. Once implemented the Absence Management Plan will continue until the Employee's absenteeism improves, this will be measured over a period of at least six (6) months.

7.1.7 Implementation of Absence Management Plan

Where the Employer implements an Absence Management Plan the Employer shall meet with the Employee (and the Employee can have a support person at that meeting). The Employer shall provide the Absence Management Plan in writing to the Employee. Once implemented the Absence Management Plan will continue until the Employee's absenteeism improves, this will be measured over a period of at least six (6) months.

7.1.8 Termination of Employment

The Employer may terminate an Employee for a breach of the Absence Management Plan.

7.1.9 Instant Dismissal for Falsification of Personal/Carer's Leave Applications

The above procedure does not operate to withdraw the Employer's right to summarily terminate or other disciplinary action against any Employee for gross misconduct related to personal/ carer's leave (i.e. an Employee who falsifies a medical certificate or where an claims personal/ carer's leave pay when that person was not genuinely on personal/ carer's leave, or any other fraudulent misrepresentation).

7.2 ANCILLARY PROVISIONS

7.2.1 Tools to be Supplied

All tools shall be supplied free by the Employer to all Employees provided for under this Agreement. All reasonable care shall be taken of the tools by the Employee, and they shall return them to a responsible officer when finished with.

7.2.2 Protective Clothing in Freezers

Freezer suits and boots shall be supplied by the Employer for Employees working in freezers all items will be replaced on a fair wear and tear basis.

7.2.3 Gloves

Employees working in cold rooms shall be supplied with gloves.

7.2.4 Boots

Storepersons, Drivers and Clerks (who are required to warehouse on a regular and consistent basis) shall be supplied with one pair of boots, and those boots are to be replaced on a fair, wear and tear basis.

7.2.5 Uniforms

Employees shall be supplied uniforms those uniforms will be replaced on a fair wear and tear basis.

7.2.6 Hats and Sunscreen

An Employee working predominantly outside shall be supplied with a hat and sunscreen.

7.3 DISPUTE RESOLUTION

7.3.1 Resolving disputes

All disputes about a provision of this Agreement, the National Employment Standards, or the workplace are to be resolved in accordance with the following:

Step 1

Resolving disputes at a workplace level

If the Employer and the affected Employee(s) are in dispute because of a provision of this workplace agreement or of the Act then they must genuinely attempt to resolve the dispute at the workplace level. This may involve the affected Employee first discussing the matter with their Supervisor then with a more Senior Manager.

Step 2

Where the dispute cannot be resolved at the workplace level

If a matter cannot be resolved at the workplace level a party to the Agreement may be referred to Fair Work Australia.

Step 3

Fair Work Commission (“FWC”) Arbitration

The parties agree that the FWC may arbitrate upon application of either party. If arbitration is necessary the FWC shall have the power to exercise procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. Further the parties agree that the decision of the FWC will be binding upon the parties. The parties agree that the either party may appeal the decision of the FWC.

7.3.2 Obligations of Employee during a Dispute

An Employee must, whilst a dispute is being resolved, continue to work in accordance with their contract of employment unless the Employee has reasonable concerns about an imminent risk to their health and safety and comply with any reasonable direction(s) given by their Employer to perform other available work either at the same workplace or at another workplace. Further provided that any product, requiring refrigeration and not under mechanical refrigeration at the time of a grievance or dispute, stoppage or stop work meeting shall be put away into cold rooms before work is stopped.

7.3.3 Representation

The Employee may be represented at any of the above steps including by the UWU.

7.4 STAND DOWN

7.4.1 Stand Down Without Pay

The Employer may stand an Employee down without pay for a temporary period due to circumstances beyond their control (i.e. cyclonic or flood conditions prevent access to work or a shutdown of all or part or all the Employer's operations) that prevents the Employee from being usefully employed.

7.4.2 Access to Accrued Annual Leave during a Stand Down

An Employee can on approval of their Manager be paid their accrued annual leave during a stand down period.

7.4.3 Lost Ordinary Hours

Where an Employee has lost ordinary hours due to a stand down then the Employer may re-roster those lost ordinary hours in the two (2) weeks following the stand down paid at the base rate of pay together with any ordinary time penalty applicable to the lost hours, provide that the re-rostered hours fall within the ordinary daily span of hours.

7.5 ANTI-DISCRIMINATION

7.5.1 Preventing Unlawful Conduct

The parties to this Agreement have negotiated it so as to prevent conduct by any party that is unlawful under any applicable Commonwealth and State human rights and discrimination legislation.

7.5.2 Undertakings to prevent Workplace Discrimination, Harassment, Sexual Harassment, Bullying and Intimidation

The parties to this Agreement share responsibility for ensuring that a working environment exists, which is free of workplace discrimination, harassment, sexual harassment, intimidation, bullying or harassment. All Employees of Employer acknowledge that any discriminatory conduct, harassment, sexual harassment, or discrimination, bullying or harassment on their part will be strongly disciplined with the possibility of termination of employment.

7.5.3 Further Information on Discrimination and/or Harassment

There is further information on discrimination, bullying, harassment and/or sexual harassment in the Staff Handbook.

7.6 MEDICAL EXAMINATIONS

7.6.1 Employee to attend Medical Examination

If the Employer contends that the Employee is unable to safely perform the inherent requirements for any reason then the Employer can require that the Employee take a medical examination in the Employer's time and the Employer will meet the expense of that examination and pay for the time involved in such an examination.

7.7 DRUG AND ALCOHOL ABUSE

7.7.1 Drugs and Alcohol are a Workplace Hazard

As safety is of paramount concern to the Employer and each Employee the parties to this Agreement acknowledge that drugs and alcohol has an impact on each Employees performance in the workplace and that Employees affected by drugs or alcohol are a safety hazard to clients and other Employees.

7.7.2 Policy

Bidfood has a drug and alcohol policy that provides for drug and alcohol testing.

7.7.3 Testing for Alcohol and Drugs Will Be Undertaken

Testing for alcohol and drugs for employees will be undertaken in the following circumstances:

- (a) Where required by a regulatory authority;
- (b) Where there are reasonable grounds based on observations by the responsible manager of deteriorating work performance or any abnormal conduct or behaviour;
- (c) Immediately following a serious incident;
- (d) Where an Employee or Contractor may have or has breached safety precautions or procedures;
- (e) Where an Employee or Contractor is reasonably suspected of having contravened the Policy; and
- (f) Random testing, (utilising saliva based testing procedures).

7.7.4 Employee to attend Medical Examination

If the Employer contends that the Employee is affected by drugs or alcohol then the Employer can insist that the Employee take a medical examination in the Employer's time and the Employer will meet the expense of that examination and pay for the time involved in such an examination.

7.7.5 Employee found to be under the Influence of Drugs or Alcohol

If the Employee is found to be under the influence of drugs or alcohol the Employee will be disciplined.

7.8 NO FURTHER CLAIMS

It is a term of this Agreement that the Employees, UWU and the Employer undertake for the duration of the Agreement not to pursue any extra claims.

APPENDIX 1

BIDFOOD PERFORMANCE PAY SYSTEM

A1.1 Performance Pay System

The Performance Pay System has been designed to reward full-time and part-time warehouse, distribution and clerks non-exempt Employees for their levels of competence and levels of performance in their job duties. The parties to this Agreement acknowledge that the system will need to be reviewed and amended from time to time.

A1.2 Operation of Performance Pay System

The Performance Pay System allows for different levels of pay for all full-time and part-time positions classified under the Agreement. The varying levels of pay are directly linked to job training, competency, and performance.

A1.3 Level 1

When commencing a new position all Employees will start at Level 1 of the relevant Grade.

A1.4 Progression through the Levels

An Employee will progress through Levels where the Employer deems and the Employee will receive the higher rate of pay for that Level. The Manager has the responsibility for monitoring and assessing the Employees training and performance. Whilst the reclassification of an employee is at the discretion of the Employer general guidelines for Level allocation will include but are not limited to:

- a. regularly utilised extra skills such licences (i.e. heavy ridge licence, medium ridge licence, high reach forklift licence and the like).
- b. significant period of service.
- c. An Employee who performs well, communicates well and has no current disciplinary matters.
- d. A senior employee may include a storeperson or a clerk who is a leading hand or can and does perform the duties of a leading hand from time to time or has specialist skills and can direct other employees in the workplace and or can train other employees in the workplace or driver who has proven experience in problem solving and has excellent customer relations.

A1.5 Performance Management

If the Employees performance declines the Employee will be counselled and given the opportunity to improve their performance. This counselling will take the form of discussions and/or re-training in aspects of the Employees performance. The Employee will be formally warned in writing on at least two occasions that they will be reclassified to a lower level before an Employee is reclassified. The Employee will have the right to dispute a reclassification (or reclassification warning) in accordance with clause 7.3 of this Agreement.

Should there be no improvement in an Employee's performance following the above counselling and warning process the Employer can reclassify the Employee at the appropriate lower level of performance.

A1.6 Performance Review

The Employer will review each Employee's Level. The Employee may request a review of their Level annually. The Employer will provide the Employee with feedback on any review conducted by the Employer. The Employee may appeal a conducted review to the next immediate manager senior to the manager who conducted the review.

APPENDIX 2
Saved Cash Collection Allowance

An Employee who was employed by the Employer as a driver immediately prior to commencement of this Agreement pursuant to the Bidfood Dandenong South – Enterprise Agreement 2022 [AE518995] (“2022 EA”) who was in receipt of the weekly cash collection allowance pursuant to clause 3.9.2 of the 2021 EA will continue to receive that allowance of \$23.59 (“Saved Allowance”), provided that the cash collection allowance payable at clause 3.9.2 of this Agreement will not apply to an Employee entitled to the Saved Allowance.

APPENDIX 3
Saved Public Holiday Entitlement

An Employee who was employed by the Employer as a storeperson immediately prior to commencement of this Agreement pursuant to the Bidfood Dandenong South – Enterprise Agreement 2022 [AE518995] (“2022 EA”) who works on the public holiday and is paid in accordance with clause 5.7.4 or 5.7.5 (e) will entitled to be paid their base rate of pay plus half time for the time that they work on a public holiday in lieu of the stated penalty (To be clear the Employee will receive their half time payment for work on a public holiday but will not receive any applicable shift loading and/or weekend penalty for work on that day).

APPENDIX 4
Reclassification Matrix

A4.1 Reclassification Matrix - Individual reclassification

The following Employees will reclassify as follows from the first Tuesday after the Agreement is made:

Employee Number	Agreement Classification
42225	Grade 2 Level 2
41517	Grade 2 Level 2
38855	Grade 3 Level 1
40665	Grade 2 Level 3
39348	Grade 3 Level 1
39525	Grade 3 Level 2
40942	Grade 3 Level 1
41707	Grade 2 Level 3
40932	Grade 3 Level 1
38725	Grade 3 Level 1
42023	Grade 2 Level 2
56457	Grade 2 Level 2
42313	Grade 3 Level 2
42166	Grade 2 Level 2
39559	Grade 2 Level 3
39521	Grade 3 Level 1
56717	Grade 2 Level 3
40369	Grade 3 Level 1
56696	Grade 2 Level 3

APPENDIX 5
Consultative Term

- (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 and the UWU of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) 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 and the UWU:
 - (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 and the UWU.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees and the UWU.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and the UWU.
- (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).

APPENDIX 6 Workplace Delegates Rights

A5.1 This Appendix is a mandatory clause required by section 350C of the FW Act and provides for the exercise of the rights of workplace delegates.

A5.2 In this Appendix:

- (a) “Employer” means the Employer of the workplace delegate;
- (b) “Delegates Union” means the employee organisation under 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 Delegates Union employed by the employer in the enterprise.

A5.3 Before exercising entitlements under this Appendix an Employee also acting as 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.

A5.4 An Employee who ceases to be a workplace delegate must give written notice to the employer as soon as practicable.

A5.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees in matters including but not limited to:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of individual or collective grievances or disputes;
- (d) performance management and disciplinary processes;
- (e) enterprise bargaining; and
- (f) any process or procedure in which the employees are entitled to be represented.

A5.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing the industrial interests of the employees under clause A5.5. This includes discussing membership of the delegate's union with employees and consulting the delegate's union in relation to matters which the workplace delegate is representing employees.
- (b) A workplace delegate may communicate with eligible employees individually or collectively, during working hours or work breaks, or before the start or after the end of work.

A5.7 Entitlement to reasonable access to the workplace and workplace facilities

The employer must provide a workplace delegate with access to or use of the following workplace facilities, unless the employer does not have them:

- (a) a room or area to hold discussions which is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (b) a physical or electronic noticeboard;
- (c) electronic means of communication that are ordinarily used by the employer to communicate with eligible employees in the workplace;
- (d) a lockable filing cabinet or other secure document storage area; and
- (e) office facilities and equipment including printers, scanners, photocopiers and wi-fi.

A5.8 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 1 day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) The employer is not required to provide the 5 days or 1 day of paid time during normal working hours, to more than one workplace delegate per 50 eligible employees.
- (b) A day of paid time during normal working hours is the number of hours the workplace delegate would normally be rostered or required to work on a day on which the delegate is absent from work to attend the training.
- (c) The workplace delegate must give the employer as much notice as is practicable, and not less than 5, of the dates, subject matter and the daily start and finish times of the training.
- (d) The workplace delegate must, on request, provide the employer with an outline of the training content.
- (e) The employer must advise the workplace delegate as soon as is practicable, and not less than 2 weeks from the day on which the training is scheduled to access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (f) The workplace delegate must provide the employer with evidence that would satisfy a reasonable person of attendance at the training, within 7 days after the day on which the training ends.

A5.9 Exercise of entitlements under clause A5

- (a) entitlements under clauses A5.5 to A5.7 are subject to the conditions that the workplace delegate must:
 - 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 employees exercising their rights to freedom of association.
- (b) Clause A5.7 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 X does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE 1: Under section 350A of the Act, the employer must not:

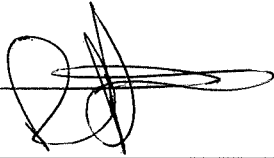
- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause A5.

NOTE 2: 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 this clause.

This Agreement is signed:

For and behalf of CARZEN PTY LIMITED (ACN 074 412 392) AND CLAYTON COLD STORES PTY LTD (ACN 102 673 503) TRADING AS BIDFOOD DANDENONG SOUTH by their authorised person:

For and behalf of the UNITED WORKERS UNION:



Branch Manager Bidfood Dandenong South

Representative

ROBERTO ORTOLAN

Print Full Name

Print Full Name

Position Held

30 Rodeo Drive, Dandenong South, Victoria 3175
Address

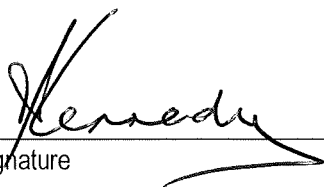
Address

06/11/2024
Date

Date

Witnessed by:

Witnessed by:



Witness Signature

Witness Signature

PETER KENNEDY

Print Name

Print Full Name

30 Rodeo Drive, Dandenong South, Victoria 3175
Address

Address

6.11.24
Date

Date