



when reputation counts

PFD Food Services (NSW Fresh Seafood) Enterprise Agreement 2024

1. PART 1 APPLICATION AND OPERATION OF AGREEMENT

1.1 AGREEMENT TITLE

The title of this Agreement shall be the 'PFD Food Services (NSW Fresh Seafood) Enterprise Agreement 2024', otherwise referred to herein as the 'Agreement'.

1.2 ARRANGEMENT

This Agreement is arranged as follows:-

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1.3 ANTI-DISCRIMINATION

- (a) It is the intention of the parties to this Agreement to achieve the objective of helping to prevent and eliminate discrimination on the basis of sex, marital status, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity, and association with, or relation to, a person identified on the basis of any of the above attributes.
- (b) Nothing in this clause is to be taken to affect:
 - i. any different treatment (or treatment having different effects) which is specifically exempted under applicable federal or state legislation, including the *Anti-Discrimination Act 1977 (NSW)*; and
 - ii. an employee, Company or registered organisation, pursuing the matters of discrimination, including by application to the Australian Human Rights Commission and/or the NSW Anti-Discrimination Board.

1.4 DEFINITIONS

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

- (a) "Act" – shall mean the *Fair Work Act 2009 (Cth)*.
- (b) "Casual Employee" - shall mean an employee engaged in accordance with clause 3.5.
- (c) "Company" - shall mean PFD Food Services Pty Ltd.
- (d) "Fork Lift" - shall mean power operated mobile stacking device.
- (e) "Freezer" - shall mean an artificially cold chamber the temperature of which is less than minus 20 degree Celsius (30.2 degrees Fahrenheit).
- (f) "Full-time Employee" - shall mean an employee engaged by the week, who works on average 38 hours per week.
- (g) "FWC" – shall mean Fair Work Commission.
- (h) "NES" – shall mean the National Employment Standards contained in the Act.
- (i) "Part time Employee" - shall mean an employee who is engaged in accordance with clause 3.4.
- (j) "Salaried Employee" - shall mean an employee who receives an annualised salary in accordance with clause 4.1(d).

1.5 COMMENCEMENT DATE OF AGREEMENT

This Agreement shall come into force seven days after the date that the Agreement is approved by FWC and shall remain in force until 30 June 2027.

1.6 PARTIES BOUND

This enterprise agreement shall cover:

- (a) the Company; and
- (b) its employees to whom the enterprise agreement applies pursuant to clause 1.7.

1.7 COVERAGE OF AGREEMENT

- (a) This Agreement shall apply to all employees:
 - (i) who perform work in or in connection with any fresh seafood processing or associated product processing or preparation; and
 - (ii) who are covered by the classifications contained at Appendix C of the Agreement; and
 - (iii) who are employed by the Company at the Chullora Fishroom.

1.8 RELATIONSHIP TO AWARDS AND THE NATIONAL EMPLOYMENT STANDARDS

- (a) This agreement is made in accordance with the Act, and will observe the NES.
- (b) This Agreement will be 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.
- (c) The parties to this Agreement intend it to be a comprehensive enterprise agreement to replace all prior agreements and awards.
- (d) In addition this Agreement operates to the exclusion of the Seafood Processing Award 2010 and any other applicable modern award.

1.9 PREAMBLE

- (a) The Parties agree that the objectives of this Agreement are to facilitate the:
 - (i) efficiency and productivity of the Company's business for the benefit of the Company, its employees, customers, and community at large;
 - (ii) the profitable distribution of the highest quality products; and
 - (iii) development and maintenance of a harmonious and mature consultative relationship.
- (b) In achieving the above objectives, the parties recognise the importance of:
 - (i) a working environment in which all employees care about their jobs and each other, have the opportunity to achieve their full potential, take pride in themselves and their work and benefit from the success of their efforts; and
 - (ii) the need for flexibility of jobs and duties within and between work areas, subject only to limitations imposed by individual skill levels.
- (c) The parties to this Agreement therefore agree:
 - (i) that the parties will work co-operatively towards the objectives of the Company;
 - (ii) that employees will carry out all duties as are within the limits of their skill, competence and training;
 - (iii) that the parties will take all steps necessary to avoid any action which disrupts continuity of production;
 - (iv) that employees will co-operate in the implementation of quality assurance techniques;

- (v) that employees will participate positively in a full audit of the workforce's skills; and
- (vi) that employees will assist with training other employees.

1.10 CONTINUOUS IMPROVEMENT PROCESS

- (a) This Agreement is aimed at the promotion of efficiency, flexibility and productivity gain in the workplace. This Agreement facilitates and has as its foundation, the acceptance by all parties of continuous improvement in the workplace.
- (b) The parties accept that the provisions of this Agreement will establish the framework for the implementation of a modern efficient enterprise.
- (c) The parties agree that a participating consultative approach to change is essential to achieve sustainable results.
- (d) The parties agree that the objective is to achieve sustainable improvements by:
 - (i) encouraging high levels of skill, innovation and excellence amongst all employees;
 - (ii) improvement in the issues of quality, technology, work organisation, management practices, product deliveries, time and cost performance, education and training and up-skilling;
 - (iii) application of appropriate skill enhancement programs;
 - (iv) development of Best Practice Standards based upon a culture of continuous learning and improvement;
 - (v) maintenance of harmonious and productive working relationships which include commitment and success;
 - (vi) promotion of measures to eliminate disputation, employee turnover, absenteeism and safety issues or injuries;
 - (vii) elimination of waste in materials, time, energy and equipment; and
 - (viii) providing a process of continuous improvement to enable an immediate response to issues affecting productivity such as time and cost performance, job design, work organisation, quality, technology and training.
- (e) If necessary, the parties agree to develop/implement, monitor and review the type of performance indicators and productivity definitions required to facilitate the continuous improvement process. This will require the use of information from various sources; i.e. historical data, measured work data and input from employees.
- (f) They may take the following forms:
 - (i) Direct labour costs: - accurate recording of stock locations and correct storage of stock;
 - (ii) Waste: - reduction in picking errors and in broken and wasted product;
 - (iii) Fuel economy: - efficient and safe use of Fork Lift and other motorised equipment;
 - (iv) Maintenance and durable item costs: - consistent achievement of warehouse housekeeping standards;

- (v) Recording data: - accurate recording and efficient administrative procedures; or
- (vi) Delivery efficiencies etc.: - ensure all orders are supplied in full and on time to customers.

PART 2 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

2.1 CONSULTATION

- (a) Company's duty to notify -
 - (i) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and their appointed representative.
 - (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations, and the restructuring of jobs. Provided that where this Agreement makes provision for alterations of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (b) Company's duty to discuss change -
 - (i) The Company shall discuss with the employees affected and their appointed representative, the introduction of the changes referred to in sub-clause 2.1(a), and the effects that the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees. The Company shall give prompt consideration to matters raised by the employees and/or their appointed representative in relation to any proposed changes.
 - (ii) The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in sub-clause 2.1(a).
 - (iii) For the purpose of such discussion, the Company shall provide to the employees concerned and their appointed representative all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that the Company shall not be required to disclose confidential information, the disclosure of which would be detrimental to the Companies interests.

2.2 DISPUTES SETTLEMENT PROCEDURES

- (a) Any dispute or claim arising out of the terms of this Agreement or the NES shall be settled in the following manner:
 - (i) The matter shall first be discussed between the employee and their supervisor or manager.
 - (ii) If the matter cannot be resolved with the employee's supervisor or manager, the matter shall be discussed with the branch manager.
 - (iii) If settlement is not reached at clause 2.2(ii), either party may refer the matter to the State General Manager or Human Resources for resolution.
 - (iv) If, the matter is still not settled, either party may submit the matter to FWC, for mediation or conciliation. If the dispute cannot be resolved by

mediation or conciliation, and if the employee and the Company agree, FWC may settle the dispute by arbitration. Where arbitration takes place, the parties shall agree in consultation with FWC or related body on the procedure to be followed in undertaking that arbitration.

- (v) At any stage during this process, the parties may appoint a representative to act on their behalf. Employees should declare this appointment in writing to the Company.
- (b) In order to facilitate the procedure above:
 - (i) the party with the grievance must notify the other party at the earliest opportunity of the problem;
 - (ii) throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and
 - (iii) sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.
- (c) Subject to relevant provisions of the Work Health and Safety Act 2011 (NSW) or its successor, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by the Company to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.

2.3 PERFORMANCE MANAGEMENT

- (a) Employees agree to conduct themselves accordance in a professional manner and to carry out duties within the scope of this agreement and in accordance with Company policies and procedures, Company Values and its Code of Conduct. However, these do not form part of this Agreement.
- (b) This procedure applies to full-time and Part-time employees, where there is evidence of job performance and/or conduct problems. The focus is on ensuring the employee knows the standards required, why they exist, understands how to meet those standards and the consequences of not meeting those standards.
- (c) In circumstances where an employee's conduct or performance are not acceptable the following procedure may be followed:
 - (i) Management shall counsel employees about their conduct or performance as required. This will be regarded as a verbal warning, unless management considers the conduct or performance issue serious enough to warrant a first written warning.
 - (ii) If the employee's conduct or performance does not improve, or if an employee engages in conduct which warrants a formal warning, the employee shall be counselled formally by management which may issue a first written warning.
 - (iii) If the employee's conduct or performance does not improve following a first written warning, a second written warning shall be provided to the employee by management.
 - (iv) If the employee's performance or conduct does not improve, the employee may receive a final warning. Alternatively, the Company, at

this time, may seek from the employee reasons for their continued non-performance, and the employee may be terminated if these reasons do not provide valid and acceptable reasons for non-performance.

- (d) The employee shall be offered an opportunity to reasonably nominate a witness for each step of the above process, as long as it does not unreasonably delay the process.
- (e) This process does not apply if an employee engages in serious misconduct, in which case the employee may be subject to either a first and final warning or dismissal including summary dismissal as applicable in the situation. Additionally, if the conduct is serious enough, management may skip the above and issue the employee a first and final warning.

2.4 FLEXIBILITY ARRANGEMENTS

- (a) The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - a arrangements about when work is performed;
 - b overtime rates;
 - c penalty rates;
 - d allowances;
 - e leave loading; and
 - (ii) the arrangement meets the genuine needs of the Company and employee; and
 - (iii) the arrangement is genuinely agreed to by the Company and the employee.
- (b) The Company must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the employee being better off overall.
- (c) The Company must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Company and the employee; and
 - (iii) is signed by the Company and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - a the terms of the Agreement that will be varied by the arrangement; and
 - b how the arrangement will vary the effect of the terms; and
 - c how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

- (d) the day on which the arrangement commences.
- (e) The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) The Company or employee may terminate the individual flexibility arrangement:
 - (i) by giving 28 days written notice to the other party to the arrangement; or
 - (ii) if the Company and the employee agree in writing — at any time.

3. PART 3 THE COMPANY AND THE EMPLOYEES DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.1 CLASSIFICATIONS

- (a) The classifications which apply to persons covered by this Agreement are set out in Appendix C - Classifications.

3.2 CONTRACT OF EMPLOYMENT

- (a) An employee shall be engaged either as a Full-Time, Part-Time Employee or Casual employee. Each employee shall be notified before commencing work the nature of their employment with the Company.

3.3 FULL-TIME EMPLOYMENT

- (a) A full-time employee shall mean an employee engaged to work an average of 38 ordinary hours per week excluding overtime.

3.4 PART-TIME EMPLOYMENT

- (a) Part time Employees may be engaged on the following terms:-
 - (i) Part-time Employees, for the purposes of this subclause, will be employed for less than 38 hours per week, but not less than 7.6 hours per week (or less by mutual agreement).
 - (ii) Part-time Employees shall be rostered to work regular ordinary hours on regular days.
 - (iii) Changes to the agreed hours shall only be made following consultation with, and the agreement of, the employees concerned.
 - (iv) Part-time employees will be paid overtime rates in excess of the hours mutually agreed, except where there is mutual agreement to vary those hours, additional hours will be paid at ordinary rates up to a maximum of 38 ordinary hours per week.
 - (v) Such employees, for working ordinary time, shall be paid the wage prescribed by Appendix A for work which the employee performs, and in addition shall be entitled to penalty rates and shift premiums on a pro rata basis, where applicable.
 - (vi) Accrual of all leave entitlements on a pro-rata basis in accordance with the employee's ordinary hours of work.

3.5 CASUAL EMPLOYMENT

- (a) A Casual Employee shall mean an employee appointed and paid as such.
- (b) Casual Employees shall be paid 20% for all ordinary hours in addition to the applicable hourly wage rates specified in Appendix A of this Agreement.
- (c) Casual Employees shall be guaranteed four (4) hours pay at the casual rate for each start.

Changes to casual employment status

- (d) A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of the Act.

NOTE: Disputes about changes to casual employment status may be dealt with under clause 2.2 – Dispute Settlement Procedures.

3.6 EMPLOYEE DUTIES

- (a) The Company may direct an employee to:
- (i) Carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement.
 - (ii) The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- (i) Work reasonable overtime as required by the Company in accordance with the NES;
- (ii) Transferring between duties within the employees skills set as reasonably required by the Company;
- (iii) Comply with all Company safety regulations, policies and procedures, and government legislation and regulations;
- (iv) Use protective clothing and equipment provided by the Company as directed.
- (v) Comply with any other reasonable directions by the Company
- (b) Any direction issued by the Company pursuant to this subclause shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

3.7 JUNIORS

(a) **Definition**

"Junior" shall mean any employee under 18 years of age receiving less than the minimum wage prescribed herein for adult employees.

(b) **Junior rates of pay**

The wage rates for employees under the age of 18 years shall be the appropriate percentage of the weekly wage of an adult employee, as follows:-

	<i>Percentage (%) of rate for adult employees</i>
Under 17 years of age	70
At 17 years of age	80

And thereafter the minimum rates prescribed for adults.

(c) **Proportions of juniors**

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

3.8 REDUNDANCY

(a) **Discussions before termination**

- (i) Where the Company has made a definite decision that a job is to be made redundant (as defined by the act) and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected.
- (ii) The discussions shall take place as soon as is practicable after the Company has made a definite decision and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

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

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

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

- (i) During the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.
- (iii) For the purpose of 3.8(c)(ii) a statutory declaration will be sufficient.

(d) **Notice to Centrelink or its successors**

Where a decision has been made to terminate employees in the circumstances outlined in clause 3.8(a)(i), the Company shall follow the obligations contained in the Act.

(e) **Severance entitlements**

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

- (i) four weeks' notice or pay in lieu of notice;

- (ii) three weeks' pay for each completed year of service or pro rata payment for part years of service after the first year, up to a maximum of 52 weeks;
- (iii) provided that an employee with at least one year but less than two years' service, will receive at least four weeks' pay in lieu of the entitlement in sub-clause 3.8(e)(ii);
- (iv) pro-rata long service leave after the completion of five years' service, in accordance with the relevant NSW long service leave legislation;
- (v) an additional two weeks' notice or pay in lieu of notice for all employees over 45 years of age, if the employee has worked with the Company, or its predecessors, for more than two years;
- (vi) all superannuation to be paid out as per the relevant trust deed or deeds; and
- (vii) all annual leave entitlements and leave loading (if relevant).
- (viii) For the purposes of this clause, "Weeks' pay" means the ordinary time rate of pay for the employee concerned, and excludes overtime, penalty rates, allowances, shift allowances, special rates, bonuses, and any ancillary payments of a like nature.

(f) **Employees leaving during notice**

An employee whose employment is terminated for reasons set out in this sub-clause may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments in lieu of notice for any remaining notice period under this clause had he/she remained with the Company until the expiry of such notice.

(g) **Employees exempted**

The entitlement to amounts specified in clause 3.8(e) does not apply to any employee or to any situation where, pursuant to sections 122 (that relates to transfer of employment situations) or 123 (that relates to employees engaged for a specified time or a specified task, summary dismissal, casual employment, apprentices and trainees) of the Act, an employee would not be entitled to redundancy pay.

3.9 TERMINATION OF EMPLOYMENT

(a) **Termination by the Company**

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

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
1 year or less	1 week
1 years and up to the completion of 2 years	2 weeks'
3 years and up to the completion of 5 years	3 weeks'
5 years and over	4 weeks'

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

- (ii) In addition to the notice in 3.9(a)(i) above, employees over 45 years of age at the time of giving of notice and with two years continuous service or more, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of notice shall be made by the Company if the appropriate notice period is not given. The employment may be terminated by giving part of the period of notice specified and payment in lieu of notice for the remaining amount.
- (iv) Casual Employees may be terminated on one hour's notice at any time.
- (v) The period of notice in this clause 3.9(a)(i) shall not apply to employees who are exempted from receiving notice of termination in accordance with section 123 of the Act (that relates to employees engaged for a specified time or a specified task, summary dismissal and casual employees).

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

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

(c) **Statement of employment**

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

(d) **Summary dismissal**

Nothing in this Agreement shall restrict the Company's right to summarily dismiss an employee for serious misconduct in accordance with the provisions of the Act and/or the Fair Work Regulations.

4. PART 4 WAGES AND RELATED MATTERS

4.1 WAGES

(a) Basic Wage

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

(b) Trainee wage rates

The minimum wages for trainees will be the appropriate rate provided by the relevant national training wage schedule, or its successor. Wage increases in clause 4.1(c) will also apply to the national training wage rates applicable at the commencement date of this Agreement.

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

(c) Wage increases

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

- (i) An increase of 4.00% from the first full pay period to commence on the 1st July 2024; and
- (ii) An further increase of 3.00% from the first full pay period to commence on or after 1st July 2025; and
- (iii) An increase of 3.00% from the first full pay period to commence on or after 1st July 2026; and

(d) Annualised salaries

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

- (v) Annualised salary reviews will normally take place every 12 months, or whenever significant changes in business occur which may impact on the overall operation of the site.
- (vi) The Company must ensure that an employee who enters into a written annualised wage agreement with the Company shall be better off overall compared to what they would have been paid had that employee been paid as an hourly paid employee under the terms of this Agreement. Salaried arrangements will be reviewed once annually to ensure employees are better off overall. The Company may also determine that the annualised wage arrangement should be cancelled.
- (vii) Employees on annualised salary arrangements who are not satisfied with these arrangements may approach the Company with a view to moving back to non-annualised pay conditions under the Agreement. The Company will not unreasonably refuse any request to move from being an annualised salary employee.
- (viii) Annualised salary reviews may result in the employee being paid either:
 - a the percentage increase provided in clause 4.1(c) or
 - b any other increase as determined by the Company.

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

4.2 MIXED FUNCTIONS

- (a) Where a weekly employee is put to work temporarily and assumes the full level of accountability and responsibility at a higher classification than their substantive classification, they shall be paid as follows:
 - (i) Up to four hours on any one day - the rate prescribed for such higher classification with a minimum of one hour.
 - (ii) Over four hours on any one day - a full day's pay at the rate prescribed for such higher classification.

4.3 PAYMENT BY RESULTS

The Company may remunerate employees' engaged in Oyster processing, under any system of payment by results, based on rates which will enable employees of average capacity to earn at least the Agreement base rate for the relevant Seafood Processor classification Level 1 or Level 2, which covers Oyster Processing.

4.4 PAYMENT OF WAGES

- (a) The parties agree to the banking of wages by Electronic Funds Transfer (EFT) on a weekly basis into an account nominated by the employee.
- (b) Notwithstanding the above arrangements, employees on an annualised salary shall be paid monthly.
- (c) An employee will not be paid for non-attendance at his/her work station due to lateness or unauthorised departure. Non-Attendance will be measured in units of time to be decided by the company and pay will be altered accordingly by rounding

to the nearest unit. Such units may never be greater than 15 minute blocks and the Company must use the same rounding process and the same units of time when calculating overtime payments.

4.5 INDUSTRY CONDITIONS

(a) Freezing room employees

- (i) Each employee shall have been medically selected as fit to work in extremely cold conditions.
- (ii) The Company shall make available free of charge for the use of each employee, freezer boots, coats, caps and gloves, including inner gloves if required.
- (iii) Employees required to work in temperatures of less than minus 20 degrees Celsius for more than four hours shall be allowed reasonable breaks from such work outside the Freezer. This is counted as paid time and employees can be directed to perform duties over these periods.
- (iv) Each employee required to work in a room wherein the temperature has been artificially reduced below two degrees Celsius (35.6 degrees Fahrenheit), shall be supplied, free of cost, with suitable warm clothing for use in such work. "Suitable warm clothing" means the freezer suit or jacket, boots, gloves and cap or balaclava. Where the duties of an employee require the use of gloves, they shall be supplied free of cost by the Company.
- (v) Upon termination of employment, an employee shall be required to return to the Company the articles last issued to him or her pursuant to this clause and, in the event of his or her failure to do without reasonable cause or excuse, the Company shall be entitled to deduct from any monies due to the employee a fair and reasonable for the value of such articles as at the time of termination of employment, in accordance with the Act.

4.6 ALLOWANCES

(a) First Aid Allowance

Those employees holding appropriate certification and who are appointed as a First Aid Officer at the branch, shall be entitled to an allowance as set out in Appendix B: Allowances.

4.7 SUPERANNUATION

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

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

(a) **Definitions**

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

(b) **Contributions**

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

1. ANZ Smart Choice Super Fund (PFD's My Super Default Superannuation Fund); or
2. Any other such complying Fund as elected by the employee.

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

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

(c) **Savings**

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

(d) **Employee contributions**

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

5. PART 5 HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

5.1 HOURS OF WORK

The ordinary hours of an employee shall be a maximum of an average of 38 hours per week to be worked continuously except for meal breaks.

The spread of ordinary hours for day workers shall be Monday to Sunday inclusive between the hours of 5am and 5pm.

(a) Payment for Ordinary Hours – Day Workers

- (i) For all ordinary hours worked within the spread of ordinary hours, Monday to Friday, no penalty rates will apply.
- (ii) For all ordinary hours worked within the spread of ordinary hours on a Saturday, an additional 25% of the ordinary rate shall be payable.
- (iii) For all ordinary hours worked within the spread of ordinary hours on Sunday, an additional 50% of the ordinary rate shall be payable.

(b) Shift Workers

- (i) The ordinary working hours of shift workers shall not exceed an average of:
 - i 38 per week; or
 - ii 76 in 14 consecutive days; or
 - iii 114 in 21 consecutive days; or
 - iv 152 in 28 consecutive days.
- (ii) The Company may place employees to work outside the spread of hours for day workers, or transfer employees from one shift roster to another, but before doing so, must give one week's notice and advise the employee in writing of its intention to do so and of the intended starting and finishing times of the shifts.
- (iii) Notwithstanding the spread of hours prescribed for day workers, the Company may implement shift work provisions in any work unit to meet the circumstances of that work unit.

(c) **Shift Allowances**

Employees who work any ordinary hours outside the span of hours for day workers shall be paid the shift allowances in accordance with the following table:

<u>Monday - Friday</u>	<u>Ordinary Rate</u>	<u>Overtime Rate</u>
Midnight Sun - 2:00am Mon, and from midnight to 5:00am each weeknight	25% shift allowance	150% First 2 hours, 200% thereafter
5:00am – 5:00pm	No shift allowance	150% First 2 hours, 200% thereafter
5:00pm – Midnight	25% shift allowance	150% First 2 hours, 200% thereafter
<u>Saturday</u>	<u>Ordinary Rate</u>	<u>Overtime Rate</u>
Midnight Fri - 5am Sat	50% shift allowance	150% First 2 hours, 200% thereafter
5:00am - 5:00pm	25% shift allowance	150% First 2 hours, 200% thereafter
5:00pm - Midnight Sat	50% shift allowance	150% First 2 hours, 200% thereafter
<u>Sunday</u>	<u>Ordinary Rate</u>	<u>Overtime Rate</u>
Midnight Sat - 5am Sun	75% shift allowance	200% for all hours
5:00am - 5:00pm	50% shift allowance	200% for all hours
5:00pm - Midnight Sun	75% shift allowance	200% for all hours
Casual Employees	Add 20% casual loading to all ordinary hours	

(d) **Ordinary Hours**

- (i) For employees employed prior to 1 August 2008, rostering of ordinary hours on a Saturday or Sunday will be done on a volunteer basis only. No employee having commenced employment with the Company prior to 1 August 2008 shall be required to work on Saturdays or Sundays without consent.
- (ii) The starting and ceasing times of day workers and shift workers may be varied by the Company with seven days' notice, or otherwise with the agreement of a majority of employees in the work unit, for the purpose of meeting the Company's need. Such arrangements shall be formalised and set down in writing.

- (iii) By agreement between an employee and the Company, employees may start their shifts up to one hour before the commencement of ordinary hours without the shift allowance being payable on that time.
- (iv) By agreement between the parties and the employees concerned, ordinary hours not exceeding twelve (12) on any day may be worked subject to:
 - i Proper health monitoring procedures being introduced;
 - ii Suitable roster arrangements being made; and
 - iii Proper supervision being provided.

(e) **38 hour week**

The Company may implement a 38 hour week, based on the needs of the business, in any one of the following ways:

- (i) Five equal days;
- (ii) 4 equal days and one short day;
- (iii) 4 days; or
- (iv) Any other method as agreed to by the employee and the Company.

5.2 BREAKS

(a) **Meal Breaks**

- (i) All employees shall be allowed not less than 30 minutes or more than one hour on each working day for the purpose of taking an unpaid meal break. Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible.
- (ii) An employee may not work for more than five hours on any day without a meal break provided that:
 - a An employee rostered to work six hours or less on any day may request not to be rostered for a break for a meal;
 - b Scheduled meal breaks may be altered if it is necessary in order to meet a requirement for continuity of operations; and
 - c The Company may stagger meal breaks to meet operational requirements.

(b) **Rest break**

- (i) A rest break of 10 minutes each shift shall be allowed for each employee.
- (ii) Rest breaks shall be taken at such times advised by management and may be staggered to suit the particular work requirements of each section so that full production levels may be maintained.
- (iii) Rest pauses shall be counted as time worked and shall be paid for as such.

5.3 OVERTIME

(a) **Payment for working overtime**

- (i) Except as provided in clause 5.3(a)(ii), clause 5.3(c) and clause 6.8, any employee working outside or in excess of the ordinary working hours between Monday to Saturday will be paid overtime rates at the rate of 150% for the first 2 hours and 200% thereafter.
- (ii) All time worked outside or in excess of the ordinary working hours on a Sunday shall be overtime, and shall be paid for at the rate of 200%.
- (iii) All overtime worked on a public holiday will be paid at 250%. An employee who is directed and does attend to work overtime at the hours required by the Company on Saturday, Sunday and Public Holidays shall be paid a minimum of four hours at the appropriate rates of pay.
- (iv) Where an Employee works a roster whose ordinary hours are worked on a Saturday or Sunday, any work on the second non-rostered day shall be for a minimum of four hours at the applicable overtime rate above.
- (v) Where overtime commences on one calendar day and extends into the following calendar day, the whole period of overtime shall be deemed to have been worked on the former day for the purposes of calculation of overtime.
- (vi) An employee who is called back to work overtime after leaving the Company's premises, shall be paid a minimum of four hours at the appropriate overtime rate for each period so recalled.

(b) **Rest period after overtime**

When overtime is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty before the work on successive days.

An employee, who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he or she has not had at least 10 consecutive hours (or ordinary shift length) off duty between those times shall, subject to this subclause, be released after completion of such overtime until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the Company, such an employee resumes or continues work without having had such 10 consecutive hours off duty, he/she shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) **Time off in lieu of overtime worked**

Where an employee works overtime, the employee and the Company may, by mutual agreement, allow the employee to be released from duty in ordinary hours, in lieu of being paid overtime, subject to the following conditions:

- (i) The agreement shall be in writing and be kept with the time and wages records;

- (ii) All time in lieu shall be on an hour for hour basis, that is, if an employee works one hour overtime they shall be entitled to one hour in lieu at such later time as is mutually agreed.
- (iii) An employee may not accumulate more than 24 hours of equivalent time off which shall be taken within four weeks of its accrual, unless agreed otherwise between the individual and the relevant manager. Where such time off is not taken the period(s) of overtime shall be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.
- (iv) On termination of the employee's employment, time off for overtime worked by the employee which has not been taken will be paid to the employee.

5.4 SATURDAY & SUNDAY WORK

- (a) Any employee who works on Sunday at the hours required by the Company shall be paid a minimum of four hours at the appropriate rate of pay.
- (b) The weekend shift allowances are in substitution for and not cumulative upon the weekday shift allowances prescribed in clause 5.1(c).
- (c) For those employees employed prior to 1 August 2008, rostering of ordinary hours on a Saturday or Sunday will be done on a volunteer basis only or by agreement between the Company and the employee.

PART 6 LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

6.1 ANNUAL LEAVE

- (a) Annual leave entitlement - general
 - (i) Annual leave is provided in accordance with the NES and the terms within. Full time employees accrue the equivalent of four weeks paid annual leave per year. Part-time employees accrue paid annual leave on a pro-rata basis. Annual leave accrues progressively according to an employee's ordinary hours of work and accumulates from year to year.
 - (ii) Annual leave shall be given and taken in accordance with the requirements of the Act, subject to the following rules:
 - a Annual leave shall be given and taken either in one consecutive period or two periods or if the employee and the Company so agree, three or more separate periods.
 - b If the employee and the Company agree, leave may be taken wholly or partly in advance of the entitlement being credited to the employee. If the employee is given leave in advance, that employee shall:
 - i. not be entitled to further leave until the amount that is credited to the employee equates to the amount of leave given in advance and the further amount of leave to be taken.
 - ii. repay on termination of employment any amount of pay for leave given in advance or permit the Company to deduct that amount from any amount otherwise owing to the employee on termination, in accordance with the Act.
 - c Where the Company requires an employee to take any annual leave credited to him or her, the Company shall give an employee at least one month's notice of the date from which the employee's annual leave is required to be taken.
 - d In order to allow the temporary closure of part or all of one of the Company's establishments the Company may require the employee to take annual leave of up to 4 weeks, including to take leave in advance, in which case the Company shall give an employee at least one month's notice of the date from which the employee's annual leave is required. Where an employee has been directed to take leave in advance, the employee cannot be required to repay that period of annual leave in advance on termination.
 - e Subject to the provisions of 6.1, on termination of employment, an amount equivalent to the employees current rate of pay for any untaken annual leave shall be paid to the employee.
- (b) Annual Leave Loading
 - a Eligible non-salaried employees will be entitled to an annual leave loading equivalent to 17.50% on all accrued annual leave entitlements.
 - b Those employees performing regular shift work shall be entitled to leave loading at the rate of their regular shift allowance, or 17.50%,

whichever is the higher. This leave loading shall be in substitution for, and not cumulative upon, normal shift loadings received.

(c) Shift Workers

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

(d) Payment for annual leave

(i) Payment for annual leave shall be in advance or in arrears with normal wage payments. Such annual leave shall be exclusive of any public holidays, which may occur during the period of that annual leave and shall be paid for by the Company.

(ii) An employee shall be paid at the ordinary rate payable to the employee concerned immediately prior to that leave under this Agreement.

(e) Cashing out annual leave

Once in any 12 month period, an employee may elect in writing to forgo accrued annual leave, and be paid a monetary payment equal to the amount the employee would have been paid had the employee taken the accrued annual leave, provided that the employee retains a balance of at least four weeks. The employee's accrued annual leave will be reduced by the amount of leave that has been paid out.

6.2 PERSONAL/CARER'S LEAVE

(a) Personal/Carer's leave is provided in accordance with the NES and the terms within. Full-time employees shall be entitled to accrue up to 10 days personal/carer's leave per year of service. Part-time employees are entitled to accrue a pro-rata amount of the full-time personal/carer's leave entitlement. Casual employees are not entitled to paid personal/carer's leave.

(b) Unused personal/carer's leave accumulates from year to year.

(c) Personal/carer's leave can be taken for personal leave or carer's leave in accordance with clauses 6.3 and 6.4

6.3 PERSONAL LEAVE

(a) An employee, other than a casual employee, who is unfit for work due to personal illness or personal injury shall be entitled to take accrued personal leave paid at ordinary rate of pay (at Appendix A) for the time of such non-attendance subject to the following:-

(i) An employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.

(ii) An employee shall, as soon as reasonably possible so as to allow the Company to make alternative arrangements and within 24 hours of commencement of such absence, inform the Company of his/her ability to attend for duty and as far as possible state the nature of the illness or incapacity and the estimated duration of the same.

- (iii) Notification of absence for reasons of personal leave shall be done by a personal phone call being made to the branch manager/supervisor. Text messages are not a satisfactory means of notification of absence.
- (iv) Medical certificates, or statutory declarations, are to be provided for any absence of two working days or more, or one day where that day is before or after a weekend or a gazetted public holiday, a period of approved annual leave or after 3 single days in any calendar year.

6.4 CARER'S LEAVE

- (a) An employee, other than a casual employee, shall be entitled to use accrued carer's leave paid at ordinary rate of pay for the time of such non-attendance to provide care or support to a member of the employee's immediate family, as defined in 6.4(c)(i), or a member of the employee's household where the member of the immediate family or member of the household requires care or support because of:
 - (i) a personal illness or personal injury affecting the member of the immediate family or member of the household; or
 - (ii) an unexpected emergency affecting the member of the immediate family or member of the household.
- (b) The employee shall, if required, give the Company satisfactory evidence, which may include a medical certificate or statutory declaration that he or she took carer's leave for the reasons provided in 6.4(a). An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.
- (c) **Definitions**
 - (i) "immediate family" means:
 - a A spouse (including a former spouse), de facto partner (including former de facto partner), child (including an adopted child or step child), parent, grandchild or sibling of the employee; or
 - b A child (including an adopted child or step child), parent, grandparent, grandchild or sibling of a spouse (including former spouse) or de facto partner (including former de facto partner) of the employee.
- (d) **Unpaid carer's leave**

An employee is entitled to 2 days of unpaid carer's leave for each occasion provided for in 6.4(a) subject to the following conditions:

 - (i) An employee may take unpaid carer's leave in a single continuous period of up to 2 days or any separate periods to which the employee and the Company agree;
 - (ii) Full time and part time employees cannot take unpaid carer's leave if the employee could instead take paid personal/carer's leave;

- (iii) The employee shall, if required, must give the Company satisfactory evidence, which may include a medical certificate or statutory declaration that he or she took carer's leave for the reasons provided in 6.4(a); and
- (iv) An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

6.5 COMPASSIONATE LEAVE

- (a) An employee, other than a casual employee, shall be entitled to up to two days' paid compassionate leave on each permissible occasion when a member of the employee's immediate family (as defined in 6.4(c)) or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) The employee must notify the Company as soon as practicable of the intention to take compassionate leave and will provide, to the satisfaction of the employer, documentation substantiating the reason for taking compassionate leave is in accordance with 6.5(a).
- (c) Compassionate leave may be taken in conjunction with other leave available under this Agreement. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (d) The relevant General Manager, in concert with the HR Director, may exercise discretion in the granting of additional leave in this area.
- (e) Casual employees are entitled to two days unpaid compassionate leave per each permissible occasion.

6.6 LONG SERVICE LEAVE

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

6.7 PARENTAL LEAVE

Parental Leave shall be paid in accordance with the NES

6.8 PUBLIC HOLIDAYS

- (a) The following days shall be holidays for the purpose of this Agreement,: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day - April 25, Queen's Birthday, Labour Day, Christmas Day - December 25, Boxing Day, and any day or part day proclaimed and gazetted as a public holiday by the New South Wales State Government (other than a day or part day substituted that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday).
- (b) In accordance with the NES, for each holiday which occurs on a working day, a permanent employee shall be deemed to have worked such number of ordinary hours as the employee would have worked had the day not been a public holiday. If an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's ordinary rate of pay (which excludes penalty rates and allowances) for the employee's ordinary hours of work on the day or part-day.
- (c) Any employee, other than a Casual employee, who is directed and does attend for duty on a public holiday as defined in clause 6.8(a), at the hours required by the Company, and which is not included in his/her ordinary rostered hours for the week shall be paid a minimum of four hours.
- (d) The appropriate rate of pay for each holiday worked shall be 250%. This rate shall be paid in substitution for, and not cumulative upon, any shift or other loadings normally payable.
- (e) By agreement between the Company and the majority of employees in the relevant location or section of the Company, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- (f) The Company may agree with any individual employee to observe any public holiday on another day in lieu of the day which is being observed as the public holiday in the Company or relevant section of the Company.
- (g) If an employee does not agree to work on a public holiday the employee can be directed to work on a public holiday, provided 21 days' notice is given by the Company.
- (h) If an employee works on a public holiday or a day on which the public holiday has been substituted for, they may elect or agree to substitute the public holiday for an extra day of annual leave including leave loading where applicable by mutual agreement.
- (i) If an employee works on a public holiday or a day on which a public holiday has been substituted for, they may elect to substitute the public holiday for a day in lieu of the public holiday at ordinary time rate of pay where applicable by mutual agreement.

6.9 COMMUNITY SERVICE LEAVE

- (a) An employee is eligible to be absent from the workplace for a period for the purpose of performing eligible Community Service duties in accordance with the NES.

- (b) “Eligible Community Service” can be any of the following:
 - (i) Jury Service – including attending the court for jury selection
 - (ii) Emergency Service Activity – an employee who is a member of a recognised emergency services organisation and who voluntarily carries out duties in the event of an emergency or natural disaster
- (c) Duration of leave taken by an employee must be reasonable having regard to all circumstances.
- (d) Employees shall give the Company notice as soon as reasonably practical and must notify the Company of the expected duration of absence.
- (e) Employees must provide proof, if required by and to the satisfaction of, the Company that they were engaging in eligible community service activities for the duration of the absence.
- (f) An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of ordinary time he/she would have worked had he/she not been on jury service.
- (g) An employee shall notify the Company as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the Company proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

6.10 FAMILY AND DOMESTIC VIOLENCE LEAVE

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

PART 7 TRAINING PROGRAM

7.1 COMMITMENT TO TRAINING

- (a) It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the industry and the parties agree to co-operate in encouraging both Company and employees to avail themselves of the benefits to both from such training.
- (b) The parties to this Agreement recognise that in order to increase the efficiency and productivity, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills acquired.

PART 8 DRIVERS LICENCE

8.1 VALIDITY OF DRIVERS LICENSES

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

PART 9 WORKPLACE DELEGATES RIGHTS

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

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

9.2 Definitions:

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

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

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

9.5 Right of representation

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

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

9.6 Entitlement to reasonable communication

(i) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 9. This includes discussing membership of the delegate's organisation and representation with eligible employees.

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

9.7 Entitlement to reasonable access to the workplace and workplace facilities

- (i) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (A) a room or area to hold discussions that 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 ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (D) a lockable filing cabinet or other secure document storage area; and
 - (E) office facilities and equipment including printers, scanners and photocopiers.
- (ii) The employer is not required to provide access to or use of a workplace facility under clause 9 if:
 - (A) the workplace does not have the facility;
 - (B) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (C) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

9.8 Entitlement to reasonable access to training

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

- (i) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (ii) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (A) full-time or part-time employees; or
 - (B) regular casual employees.
- (iii) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (iv) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

- (v) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (vi) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (vii) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

9.9 Exercise of entitlements under clause 9

- (i) A workplace delegate's entitlements under clause 9 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (A) comply with their duties and obligations as an employee;
 - (B) 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;
 - (C) not hinder, obstruct or prevent the normal performance of work; and
 - (D) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (ii) Clause 9 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (iii) Clause 9 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

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

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

PART 10 AGREEMENT COMPLIANCE

10.1 POSTING OF AGREEMENT

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

APPENDIX A: WAGE RATES PER HOUR

	Description	Current Ffpp 1 July 2023	Ffpp 1 July 2024 4.00%	Ffpp 1 July 2025 3.00%	Ffpp 1 July 2026 3.00%
Level 1	Seafood Processor	24.20	25.17	25.92	26.70
Level 2	Seafood Processor / General Hand	24.71	25.70	26.47	27.26
Level 3	Seafood Processor	26.95	28.03	28.87	29.73
Level 4	Seafood Processor	30.97	32.10	33.07	34.06
Level 5	Seafood Processor	33.37	35.22	36.28	37.37
Level 6	Supervisor	34.72	36.11	37.19	38.31

APPENDIX B: ALLOWANCES

Item	Clause	Description	Current Ffpp 1 July 2023	Ffpp 1 July 2024 (as per Award)	Ffpp 1 July 2025 3.00%	Ffpp 1 July 2026 3.00%
1	4.6(a)	First Aid Allowance (Weekly)	13.93	20.54	21.16	21.79

APPENDIX C: CLASSIFICATIONS

Seafood Processor Level 1

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Employees at this level will remain at this level for a period of 3 months of full-time equivalent hours. Later, work is likely to be performed under routine supervision with intermittent checking. Indicative duties include:

- Employees involved in removing fish scales, guts, skins, or bones manually or with the help of fish processing machines
- Packing/wrapping fish and/or crayfish
- Sorting, grading, trimming, weighing, washing and packaging of fish or shellfish
- Picking and packing fish/pieces of fish ready for customer delivery
- Stamping and branding into cases ready for customer delivery
- Operation of labelling or sealing machine
- Operation of cleaning and/or vacuuming machines
- Safe use of all tools of the trade as per instructions
- Keep work station clean and tidy

For Oyster Process Workers (including air chisel operators):

Indicative duties include:

- Wash mud and loose material from shell and removal of shell
- Open/hinge lid of oyster using air chisel as per training
- Place oysters into baskets as per HACCP regulations
- Ensure rubber mat place in between every layer of oysters placed in the basket
- Cut, turn and present oyster meat ready for packing
- Pack oysters into boxes for delivery to customers
- Ensure quality and grade of oyster is correct as per the order sheet
- Ensure correct layer and box counts are maintained
- Use of sealing or labelling machine
- Mark exterior of box with grade and count ready for delivery to customers
- Safe use of all tools of the trade as per instructions
- Keep work station clean and tidy

Seafood Processor Level 2 / General Hand

Work is likely to be performed under routine supervision with intermittent checking. Indicative duties include:

- Pick and pack customer orders as per instructions or picking sheet
- Make customer deliveries as per instructions
- Advising customers of other product specials etc... when making deliveries
- Drive company vehicles (including trucks) to make customer deliveries
- Load or complete orders for loading onto the delivery vehicle
- General labouring
- Cleaning of the fishroom and delivery vehicles as required
- Unloading the transport vehicles
- Oyster processing and fish processing to a higher degree of skill than a level 1

- Stock receiving
- Product sorting, weighing and packing
- Stock-takes
- Work/loading/unloading in the cold room and freezing chamber as required
- Cleaning and maintenance of the freezer chamber eg: stacking shelves
- Taking orders from walk-in customers/extra orders from delivery customers

Seafood Processor Level 3

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision. Promotion within the level will be at the discretion of the manager and based on the performance and skills of the individual employee. The typical characteristics and duties for employees at this level are as follows:

Characteristics

- Employees at this level are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.
- The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level. Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.
- For those higher level employees, work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.
- Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Level 1 and would be able to train such employees by means of personal instruction and demonstration.

Indicative duties include:

Any combination of duties listed above for Level 1-2 as well as the following:

- Minimum 1-2 year fish filleting experience in seafood processing environment
- Ability to cut a variety of bony fish whenever required and maintaining acceptable set yield and cut rate
- Weighing and brushing of fish or shellfish
- Precise grading and inspection of fish or shellfish
- Draining and tailing
- Chilling of fish and shellfish
- Sealing and stamping of packages ready for customer delivery
- Use of any bulk packing machines or devices
- Operation of refrigeration equipment or steam raising equipment
- Operation of manual pallet jacks or use of forklift
- General housekeeping duties
- Taking orders from customers as required

Seafood Processor Level 4

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the Company, align with those listed below. The typical characteristics and duties for employees at this level are as follows:

Characteristics

- Employees at this level are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.
- The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level. Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.
- Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Level 1 and would be able to train such employees by means of personal instruction and demonstration.
- Minimum 2-4 year fish filleting experience in seafood processing environment
- Ability to cut large volume of the same species of fish at any given time and consistent yield and cut rate

Indicative duties include:

- Good knowledge and experience with the use of Scaling, skinning, bone removing machines for fish processing
- Ability to cut fillet into portions manually or with the use of portion cutting machines
- Maintain clean and tidy workstation
- Follow all OHS and HACCP requirements
- Safe use of all knives and equipment

Seafood Processor Level 5

Employees at this level perform any combination of duties from levels 1-4 and will also have achieved a level of the Company or industry specific knowledge sufficient for them to give independent advice and/or information to the Company and clients in relation to specific areas of their responsibility.

Promotion within the level will be at the discretion of the manager and based on the performance and skills of the employee. The typical characteristics for employees at this level are as follows:

Characteristics

- Whilst not a pre-requisite, a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.
- Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

- They exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Levels 1-2 by personal instruction and demonstration.
- Minimum 4-5 year fish filleting experience in seafood processing environment
- Experienced in cutting a large volume of the same species of fish at any given time and achieve higher than expected set yield and time duration to complete
- Ability to calculate raw material and evaluate yield whenever required

Level 6: Supervisor

Employees at this level perform any combination of duties from levels 1-4 and are subject to broad guidance or direction and would report to more senior staff as required. The typical characteristics for employees at this level are as follows:

Characteristics

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

Characteristics

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

Indicative duties include:

- Minimum 5-6 year fish filleting experience in seafood processing environment
- Understand good fish handling practices and GMP (Good Manufacturing Practises)
- Ability to work independently and with minimum supervision
- Good at staying focus and work under pressure or tight deadline(rush orders)

- Can read and cut to customer specification or requirement
- Good understanding of temperature or cold chain requirements
- Must be able to switch to waterless dry filleting method
- Flexible to cut a variety of bonny fish at any given time while maintaining above the set yield and time duration to complete
- Experienced in cutting a large volume of the same species of fish at any given time and achieve higher than expected set yield and time duration to complete
- Experienced in cutting all tuna species
- Detail oriented and capable of identifying changes in the condition of fish and impact on yield
- Assist Commercial Seafood Manager in routine yield capture and assessment
- Identify Training needs amongst other staff members
- Coordinate and provide filleting training to other would-be filleters or trainee
- Assist in labour resource planning and rosters schedule
- Provide raw material and production planning and costing whenever required

APPENDIX D: SIGNATORIES

FOR AND ON BEHALF OF PFD FOOD SERVICES PTY LTD:

Warren Cruse National Employee Relations Manager

(Name) (Position in Company)
c/o 6 Henderson Road, Knoxfield Victoria 3180

(Address)



(Signature)

In the presence of:
Ryan Bone HR Business Partner

(Name) (Position in Company)
6 Henderson Road, Knoxfield 3180

(Address)



(Signature)

BARGAINING REPRESENTATIVE FOR EMPLOYEES:

Michael Delaney Production Supervisor

(Name) (Position in Company)
5 Sumba Place Blairmount 2559

(Address)



(Signature)

In the presence of:
Cletus Perennans Filleter/Seafood Processor

(Name) (Position in Company)

4-28 Broadarrow Road Narwee 2209

(Address)



(Signature)