

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/27

TITLE: PFD Food Services Northern New South Wales Enterprise Agreement 2001

I.R.C. NO: IRC3/272 ~~IRC3/274~~

DATE APPROVED/COMMENCEMENT: 17 February 2003

TERM: 31 August 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 14 March 2003

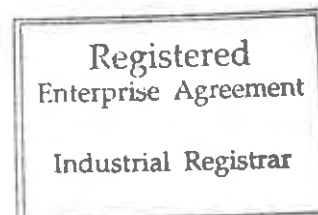
DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of PFD Food Services Pty Limited, at Armidale, Coffs Harbour, Inverell, Lismore, Newcastle, Tamworth, Tweed Heads, and Wauchope branches, or such other location which becomes the new address for a former Norco branch, who fall within the coverage of the PFD Food Services (Qld) Pty Ltd Sales and Distribution Enterprise Award 2001

PARTIES: PFD Food Services Pty Ltd -&- the Federated Clerks' Union of Australia, New South Wales Branch, The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch



NEW SOUTH WALES INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1996

Agreement Between

PFD Food Services Pty. Limited
(ACN 006 972 381)

and

**The Australasian Meat Industries Employees Union
Newcastle & Northern Branch**

and

**The Federated Clerks Union of Australia
New South Wales Branch**

(No. EA 03/27 -of 2002)

**PFD FOOD SERVICES PTY. LIMITED
NORTHERN NEW SOUTH WALES
CERTIFIED AGREEMENT 2001**

Commissioner

Redman

Date

12.3.01



**PFD FOOD SERVICES PTY LIMITED
NORTHERN NEW SOUTH WALES
CERTIFIED AGREEMENT 2001**

NEW SOUTH WALES INDUSTRIAL RELATIONS COMMISSION

This Certified Agreement is made pursuant to Part 2 of the New South Wales Industrial Relations Act 1996, this 17th day of February 2002² between PFD Food Services Pty. Limited (hereinafter referred to as "PFD") and the Australasian Meat Industries Employees Union, Newcastle & Northern Branch (hereinafter referred to as "AMIEU") and the Federated Clerks Union of Australia, New South Wales Branch (hereinafter referred to as "FCU").

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1.1 Agreement Title

The title of this agreement shall be the 'PFD Food Services Northern New South Wales Enterprise Agreement 2001', otherwise referred to herein as the "Agreement".



1.2 Arrangement

This Agreement is arranged as follows:-

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1.3 Definitions

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

Casual Employee - shall mean an employee engaged by the hour.

Part-time Employee - shall mean an employee who works less than 38 ordinary hours per week, and is not a Casual employee. A part-time employee is a person, paid weekly. A written Agreement between the employer and the employee will be established and is ongoing until terminated by either party with the appropriate notice.

Short Term Temporary Employee - shall mean an employee who is engaged for a specific period of time by PFD and who is not a Part-time or Casual employee. PFD will stipulate the expected duration of the employment prior to engagement. This may be defined as a set period of employment or as the duration of a specific project or task with an indicative time frame (e.g. a period where another employee is on maternity leave). Upon employment, PFD shall provide the employee with the details of their employment status in writing. The use of temporary employment provisions shall not be used as a form of permanent probation or to avoid any statutory unfair dismissal provisions.

Full-time Employee - shall mean an employee engaged by the week, and works at least 38 hours per week.

Salaried Employee - shall mean an employee who receives an annualised salary where overtime, allowances, shift penalties, rostered days off, allowances and other entitlements are included in that salary.

Day Worker shall mean either:

- an employee who commenced employment with PFD prior to 01 March 2002 and whose employment with PFD is continuous, and who is usually scheduled to work ordinary hours of duty for PFD commencing between 5.30 a.m. and 2.00 p.m., and concluding by 7.00 p.m.; OR
- an employee who commenced employment with PFD on or after 01 March 2002 and whose employment with PFD is continuous, and who is usually scheduled to work ordinary hours of duty for PFD commencing between 4.30 a.m. and 2.00 p.m., and concluding by 7.30 p.m.

An employee who has entered into separate agreements with PFD regarding their hours of work, including those provided for but not restricted to, in clauses 6.4, 7.1.1, 7.1.2 or 7.1.3 may also be classified as a Day Worker, notwithstanding that their scheduled ordinary hours are outside those stipulated for the purpose of this definition.

Shift Worker shall mean an employee, other than a day worker, working on a one, two or three shift system.

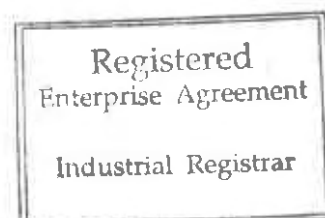
Freezing Room Employee - shall mean a person who is employed in a freezing chamber.

Freezing Chamber - shall mean an artificially cold chamber the temperature of which is less than minus 1 degree Celsius (30.2 degrees Fahrenheit).

1.4 Period of Operation

This agreement shall operate on and from the first pay period to commence on or after the ~~first day of September 2001~~ ^{17 February 2003} and shall remain in force until the thirty-first day of August 2004.

1.5 Coverage of Agreement



Subject to section 1.4 (above), this Agreement shall apply to all persons:

1.5.1 employed by PFD at any of their Armidale, Coffs Harbour, Inverell, Lismore, Newcastle, Tamworth, Tweed Heads, and Wauchope branches, or such other location which becomes the new address for a former Norco branch, or any other location whwhich PFD acquires and commences operations within the County of Northumberland, and that part of the State north of the said County and bounded on the west by the railway line from Singleton to Walgett (and including all towns on such railway line from Singleton to Walgett) and thence by a line running due north to the New South Wales-Queensland border, thence on the north by such border to the coastline, and thence on the east by the coastline southwards to the north-eastern extremity of the County of Cumberland, and in all towns on the railway line from Muswellbrook to Merriwa inclusive

1.5.2 Where PFD acquires a site within the boundary described in 1.5.1 (above) after the commencement of this Agreement and that acquisition includes the continuing employment by PFD of employees of a former company via a transmission of business, Clause 5.5 of this Agreement shall not apply to those employees during the period of operation, Clause 1.4 of this Agreement.

1.6 Parties Bound

1.6.1 The Parties to this Agreement are:

- (a) PFD Food Services Pty Limited;
- (b) The Australasian Meat Industry Employees' Union (Newcastle & Northern Branch);
- (c) The Federated Clerks Union of Australia (New South Wales Branch); and
- (d) All employees employed by PFD at their Armidale, Coffs Harbour, Inverell, Lismore, Newcastle, Tamworth, Tweed Heads, and Wauchope branches, or any other branch which is extended coverage under this Agreement by virtue of clause 1.5 (above), whose role assignment for the Company is detailed in Appendix B to this Agreement "Classifications", irrespective of whether or not such employees are members of the AMIEU and/or FCU.

1.7 Parent Award

This Agreement totally regulates the terms and conditions of employment for employees covered by this Agreement.

Upon termination of this Agreement, if no other Agreement has been agreed between the Company and the employees and/or their nominated representatives, the PFD Food Services (Qld) Pty Ltd Sales and Distribution Enterprise Award (the "Consent Award") will regulate the employees' terms and conditions of employment

1.8 No Extra Claims

For the period of operation of this Agreement there will be no further claims by the employees subject to this Agreement or the Unions who are parties to this Agreement.



PART 2 AGREEMENT OBJECTIVES

2.1 Savings Provisions

No employee will as a result of the making of this Agreement, suffer any loss of wages or other benefits to which the employee is entitled prior to the date of the coming into operation of this Agreement.

2.2 Renegotiation of Agreement

2.2.1 The parties agree to commence negotiations for a new enterprise agreement to succeed this Agreement at least 4 months before the nominal expiry date of this Agreement.

2.3 Preamble

2.3.1 The Parties agree that the objectives of this Agreement are to facilitate:

- i) a measurable improvement in the efficiency and productivity of PFD's business for the benefit of its, customers, shareholders, employees and the community at large;
- ii) the profitable distribution of the highest quality products; and
- iii) development and maintenance of a harmonious and mature consultative relationship.

2.3.2 The Parties recognise that important in achieving the above objectives is

- i) a working environment in which all employees care about their jobs and each other, operate in a consultative and harmonious environment, 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 and the requirements of the business.

2.3.3 The Parties to this Agreement therefore agree:

- i) that the Parties will work co-operatively towards the objectives of the PFD Food Services Northern NSW Enterprise Agreement for all employees;
- 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 eliminate any action which disrupts continuity of production by resolving concerns effectively and speedily through use of the consultative mechanism and the dispute settlement procedure as per clause 4.1 of this Agreement;
- iv) that employees will actively co-operate in the implementation of all quality assurance initiatives and techniques;
- v) that employees will participate positively in a full audit of the workforce's skills:



- vi) that employees will assist with training other employees in accordance with guidelines developed by the Parties;
- vii) The Unions that are parties to this Agreement are to form and act as a Single Bargaining Unit.

PART 3 CONTINUOUS IMPROVEMENT & PERFORMANCE MEASUREMENT

3.1 Continuous Improvement Process and Key Performance Indicators

- 3.1.1 This Agreement is aimed at the promotion of efficiency, flexibility and productivity gain in the workplace. This Agreement facilitates and has as its foundation the acceptance by all parties that continuous improvement of the workplace, the product and the workforce should be pursued through the development of a Consultative Enterprise Culture.
- 3.1.2 The parties accept that the provisions of this Agreement will establish the framework for the implementation of a modern efficient enterprise.
- 3.1.3 The parties agree that a participating consultative approach to change is essential to achieve sustainable results.
- 3.1.4 The parties agree that the objective is to achieve sustainable improvements by:
 - (i) Encouragement by all parties for high levels of skill, innovation and excellence amongst all employees.
 - (ii) Continuous improvement in the issues of quality, technology, work organisation, management practices, safety practices, product management, time and cost performance, education, training and upskilling.
 - (iii) Application of appropriate skill enhancement programs.
 - (iv) Development of Best Practice Standards based upon a culture of continuous learning and improvement.
 - (v) Maintenance of harmonious and productive working relationships that include commitment and success.
 - (vi) Promotion of measures to:
 - (a). eliminate disputation;
 - (b). reduce employee turnover and absenteeism;
 - (c). highlight safety issues; and
 - (d). drastically reduce workplace injuries.
 - (vii) Elimination of waste in materials, product, time, energy and equipment.
 - (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.
- 3.1.5 The parties agree to develop/implement, monitor and review the type of key performance indicators (hereinafter referred to as "KPI's) and productivity definitions required to facilitate



the continuous improvement process. This will require the use of information from various sources such as historical data, measured work data, industry standards and input from employees.

3.1.6 KPI's will be developed through consultation and agreement between the employee representatives ("consultative committee's") as a whole for all sites the subject of this Agreement and the Management representatives.

(a) The KPI's may take, but are not limited to, 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 damaged stock;
- (iii) Fuel economy; - Efficient and safe use of Forklift 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;
- (vi) Delivery efficiencies etc; - Ensure all orders are supplied in full and on time to customers.

3.1.7 The actual precise requirements for each of the KPI's are to be set from time to time in consultation between employee representatives and management representatives and documented in an agreed format.

3.1.8 The set of KPI's for the first MEASUREMENT/reporting period of this Agreement to be agreed as per s.3.1.6 (above) are to be agreed and in place by no later than 30 August 2002.

3.1.9 It is the responsibility of PFD management to submit to the employee representatives the draft of the first KPI set by 30 July 2002.

3.1.10 The first MEASUREMENT/reporting period to be from 30 August 2002 to 29 November 2002.

3.1.11 Further MEASUREMENT/reporting periods, for KPI purposes, during the life of this Agreement to be;

- (a) 30 November 2002 to 14 August 2003
- (b) 15 August 2003 to 14 August 2004; or
- (c) as otherwise agreed and documented in consultation between the management and employee representatives.

3.1.12 MEASUREMENT of performance against the targets set through KPI's will be measured, checked and discussed by PFD management as soon as practicable after the end of the MEASUREMENT/reporting period and will be reported within seven (7) days thereafter to employees on a branch-by-branch basis.

3.1.13 MEASUREMENT details of progress towards targets will be provided on an ongoing basis to each branch through the reporting/MEASUREMENT period. Such reports will be provided on at least a monthly basis or on such other intervals as agreed between management and employee representatives.

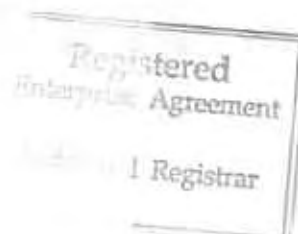


- 3.1.14 Percentage based increases in wage levels on the successful achievement of KPI's will be granted to those employees remaining covered by this Agreement at the end of the reporting/MEASUREMENT period who were employed for at least 50% of the nominated reporting/MEASUREMENT/period at the particular branch or branches who achieved all their targets.

PART 4 DISPUTE RESOLUTION

4.1 Dispute Settlement Procedures

- 4.1.1 A procedure for the avoidance of industrial disputes shall apply in centres covered by this agreement.
- 4.1.2 The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to eliminate industrial confrontation; and to eliminate interruption to the performance of work and the consequential loss of production and wages.
- 4.1.3 The procedure is as follows:
- (i) (a) An individual employee or group of employees, with any problem, complaint, query, misunderstanding or grievance, shall first raise the matter with the Supervisor of the work area. The Supervisor will make every effort to respond within 24 hours.
 - (b) In the event that the matter remains unresolved, the employee or employees, if they desire, may then refer the matter to the Union Delegate who will attempt to resolve the matter with the Manager of the work area. The Manager will make every effort to respond within 24 hours.
 - (c) In the event of failure to resolve the matter at job level, subject to approval of the aggrieved employee/s, discussions will take place between the relevant Union Organiser and a Senior Manager on the site.
 - (d) If the matter is still unresolved and the aggrieved employee/s so approve, the Union Secretary or his/her representative will confer with Senior Management of the company.
 - (e) In the event of no agreement still being reached, the dispute will be referred to the Industrial Registrar of New South Wales for resolution.
- (ii) During the discussions, the "status quo" shall remain and work shall proceed normally in accordance with this Agreement and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 4.1.4 In order to facilitate the procedure in clause 4.1.3;
- (a) The party with the grievance must notify the other party at the earliest opportunity of the problem;



- (b) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded:
- (c) 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.

4.1.5. While the parties are attempting to resolve the matter the parties will continue to work in accordance with this Agreement and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety. In this circumstance the employee(s) shall make themselves available for other work, that is within the employees training and skill levels that is reasonably accessible until such time as the imminent risk is eliminated.

4.2 Consultative Procedures in the Workplace.

4.2.1 Each site, depot or business unit of the Company shall establish a consultative mechanism and procedures appropriate to its size, structure and needs for consultation and negotiation, on matters affecting its efficiency and productivity.

4.2.2

In respect to Occupational Health and Safety the Company will consult with their employees to enable the employees to contribute to the making of decisions affecting their health, safety and welfare at work in accordance with the Occupational Health and Safety Act 2000 (Act: 13). Consultation shall occur and agreement to be reached about the best method of Consultation at each site, depot or business unit of the Company between the employees and the Company. Consultation must be undertaken by one or a combination of the following means:

- (a) The establishment of one or more OHS Committees;
- (b) The election of one or more OHS Representatives;
- (c) Other arrangements agreed by the Company and the employees (Act: 16).

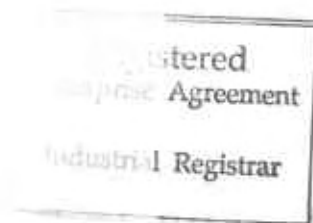
PART 5 DUTIES, RELATIONSHIP AND RELATED ARRANGEMENTS

5.1 Contract of Employment

5.1.1 An employee shall be engaged either fulltime, part-time or Casual on a permanent or short term temporary basis. Each employee shall be notified before commencing work the nature of their employment with the company.

5.1.2 This Clause shall not affect the right of PFD to:-

- (a) deduct payment for any day or portion thereof during which an employee is stood down by the company as a result of refusal of duty, malingering, neglect of duty or misconduct on the part of the employee;



- (b) dismiss an employee without notice for refusal of duty, malingering, neglect of duty, or misconduct and in such cases wages shall be payable up to the time of dismissal only.
- 5.1.4 The service of a Casual may be terminated with one hours notice at any time by either PFD or the Casual employee.
- 5.1.5 PFD may deduct payment for any day on which an employee cannot be usefully employed because of:
- (i) any strike
 - (ii) any major breakdown of machinery; where major breakdown is defined as being an instance whereby a major breakdown to machinery or equipment occurs such that the interruption to the workplace in general is of such magnitude that the employee or employees so affected can not usefully be engaged performing other tasks for the company, by way of example such breakdowns include but are not limited to an interruption to the supply of electricity to a site or a major part of a site for an extended period thus making the performance of usual tasks impossible, or
 - (iii) any unavoidable stoppage of work for any cause for which the employer cannot be reasonably held responsible.
- 5.1.6 Notwithstanding anything elsewhere contained in this Agreement PFD may select and utilise for time keeping purposes any fractional or decimal proportion of an hour (not exceeding quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to appropriate PFD management, report for duty after their appointed starting time or cease duty before their appointed finishing times.
- 5.1.7 Provision is made in this agreement for Site Managers and employees to enter into site-specific work arrangements that will enhance the efficiency and productivity of that Site. Such arrangements will be by agreement only and will be recorded in writing. The terms and conditions of such agreements to be clearly defined between the PFD management and employees at the site so affected. Any agreement under this provision shall be made freely and not made under duress.
- 5.1.8 All new employees shall be on at least a three-month period of probation at which either party may terminate employment by giving one day's notice, or payment, in lieu of notice.
- 5.1.9 The Company and all employees shall adhere to the following procedure.
- (a) Employees who exhibit unsatisfactory performance or behaviour (as outlined in the position description, policies and procedures) shall be counselled and will be offered assistance and guidance in achieving those standards;
 - (b) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents whether in writing or orally. The record will only be placed on the employee's file where the employee has been given the opportunity of responding to the record;
 - (c) Employees whose performance or behaviour is unsatisfactory will be given time to



demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal may be taken:

- (d) Nothing in the procedure shall limit the right of the Company to summarily dismiss an employee for serious and wilful misconduct; and
- (e) At all stages of the disciplinary process the employee will be entitled to have the Union Delegate or another available employee present as a witness if desired. The Union Delegate or worker's representative will be informed, so as to be available at any stage of the above process.

5.2 Employee Duties

- 5.2.1** To become entitled to payment of a weekly wage, an employee must perform such work as PFD shall from time to time require on the days and during the hours usually worked by the class of employee affected and in accordance with the terms of this Agreement.
- 5.2.2** PFD may direct an employee to 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.
- 5.2.3** PFD 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.
- 5.2.4** Any direction issued by PFD pursuant to section 5.2 of this Agreement shall be consistent with PFD's responsibilities to provide a safe and healthy working environment.

5.3 Casual Employment

- 5.3.1** A Casual hand shall mean an employee who is engaged as such and paid by the hour.
- 5.3.2** Casual employees shall be paid an additional 20% of the employee's defined hourly rate as determined in Appendix A to this Agreement for the particular role classification the Casual employee is hired for.

5.4 Part-Time Employment

- 5.4.1** Part Time Employees may be engaged on the following terms:-
 - (a) A Part-time Employee shall mean an employee who works less than 38 ordinary hours per week, under a part-time work agreement and is not a Casual employee. A Part-time employee is a person, paid weekly, with a contract of employment based on less than 38 hours per week and is ongoing until terminated by either party with one weeks' notice on either side. A written agreement between the employee and the Company will be established.
 - (b) Part-time employees shall be rostered to work regular hours on regular days in accordance with the Agreement provisions for permanent employees. Changes to the roster shall only be made following consultation with the employees concerned.
 - (c) Such employee, for working ordinary time, shall be paid per hour one thirty-eighth of

the weekly rate prescribed by this Agreement for work which the employee performs, and in addition shall be entitled to shift premiums on a pro rata basis, where applicable.

5.4.2 A full-time employee who wishes to:-

- (a) Convert to part-time employment shall be permitted to do so, if PFD agrees and subject to the conditions set out in this section. If such an employee transfers from full-time to part-time employment all accrued agreement, award, over-award and legislative rights shall be maintained and employment shall be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment in this Agreement.
- (b) A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with PFD and such Agreement shall be recorded in writing.

5.4.3 A part time employee shall receive all the benefits of a weekly employee in proportion to the hours they work.

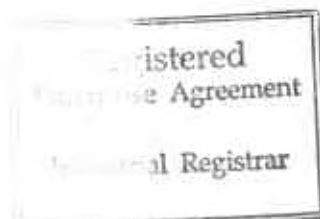
5.5 Redundancy

5.5.1 Discussions before termination

- (a) Where the employer has made a definite decision that the employer no longer wishes the position the employee has been filling to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employee/s directly affected and with their Union.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of clause 5.5.1 hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information the disclosure of which would be detrimental to the employer's interest.

5.5.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 5.5.1. hereof 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 has been terminated, and the employer may at the employer'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.



5.5.3 Transmission of business

- (a) Where a business is before, on or after the date of this agreement, transmitted from the employer (in this clause called the transmittor) to another employer (in the clause called the transferee) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transferee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transferee.
- (b) In this clause business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

5.5.4 Time off work during notice period

- (a) During the period of notice of termination given by the employer 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 up to a maximum of four (4) days.
- (b) 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 employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

5.5.5 Severance pay

An employee whose employment is terminated for reasons set out in clause 5.5.1 hereof shall be entitled to the following:

- (a) Four weeks pay in lieu of notice.
- (b) Three weeks per year of service or part thereof.
- (c) Pro-rata long service leave after the completion of five years service.
- (d) All sick leave accrued after July 1 2000 to be paid out, however, this shall be paid at the rate of pay applicable at the time of the redundancy.
- (e) An additional two weeks pay for all employees over forty-five years of age.
- (f) All Superannuation to be paid out as per the relevant trust deed or deeds.
- (g) All accrued annual leave and pro-rata leave loading.
- (h) An itemised redundancy statement outlining the above, this will occur no later than three days before separation.



- (i) Weeks' pay means the ordinary time rate of pay for the employee concerned.
- (j) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

5.6 Termination of Employment

5.6.1 Termination by Employer

- (a) In order to terminate the employment of a permanent or part-time employee the employer 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

Provided that the notice shall not be continued from week to week and that it shall not be counted as annual leave.

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

- (b) In addition to the notice in (a) above, employees over 45 years of age at the time of giving of notice and with not less than two years continuous service shall be entitled to an additional week's notice.

- (c) Compensation shall be made if the appropriate notice is not given:

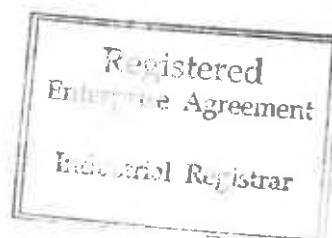
Provided that employment may be terminated by part of the period of notice specified and compensation for the remaining amount.

- (d) The compensation must at least equal the total of the amount the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period.

The period of notice in this subclause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of Casual employees.

5.6.2 Notice of Termination by an Employee

An employee shall give an employer notice of termination of employment equivalent to the length of the employee's usual pay period, that is, a week for non-salaried employees and a month for salaried employees. If an employee fails to give the appropriate length of notice the employer shall have the right to withhold an amount up to the defined periods wages due to the employee.



5.6.3 Where the employee has given or been given notice as aforesaid the employee shall continue in their employment until the date of operation of such notice. Any employee who, having given or been given notice as aforesaid without reasonable cause (proof of which shall lie on the employee), absents themselves from work during such period, shall be deemed to have abandoned their employment and shall not be entitled to payment for work done by them within that period. However, such employee retains the right to be paid any other payment under this Agreement or Legislation. Provided that where PFD has given notice as aforesaid, an employee other than a Casual employee, on request, shall be granted leave of absence, without pay for one day in order to look for alternative employment.

5.6.4 Alternate Offers

- (a) This sub-clause covers situations where the employer has made a definite decision that the employer no longer wishes the position the employee has been filling to be done by anyone in accordance with section 5.5.1 (above) or changes are made to PFD's organisational structure which cause an employee's role to become redundant.
- (b) In such situations, any employee so affected must:
 - (i) accept an offer of alternative employment in a role of the same, or similar, nature to the employee's then current role; or
 - (ii) if requested by PFD, trial for 3 months a role within the employee's potential skill set,

that is of equal or higher value at the same site, or any PFD branch or site within 30km of the employee's current branch or site. If the employee rejects the offer of alternate employment, there will be no entitlement by that employee to redundancy and/or severance payments.

5.6.5 Statement of Employment

The employer 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.

PART 6 WAGES AND RELATED MATTERS

6.1 Wages

- 6.1.1 This agreement, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set in Appendix A, Table 1 "Monetary Rates".
- 6.1.2 Junior employees may be employed in any work area that is agreed between the parties. A junior employee shall be paid, according to age, a percentage of the adult rate of the relevant skill level as per Appendix A, Table 2 "Junior Proportional Rates".
- 6.1.3 Casual employees shall be paid, for all ordinary time worked on any one day, an hourly rate ascertained by dividing the weekly rate prescribed for an employee of the level at which he or she works by 38, plus 20 per cent.



- 6.1.4 Part-time employees shall receive all the benefits of a weekly employee in proportion to the hours they work.

6.2 General Allowances

6.2.1 Meal Allowance

Employees covered by this Agreement who are required to work overtime for any period in excess of one hour after the usual hour of ceasing duty shall be paid an allowance in accordance with Table 3 to this Agreement as meal money, provided that no meal money will be payable if the employee is given notice of the requirement to work overtime on the previous day.

6.2.2 First Aid Allowance

An employee who has been trained to render first-aid and who is the holder of a current and appropriate first aid qualification/s (such as a certificate from St John Ambulance or similar body) shall be paid an allowance in accordance with Table 3 of this Agreement if he or she is appointed by the company to perform first aid duty.

6.2.3 Shift Allowance

Employees who are shift workers working on any day of the shifts as defined in clause 7.1.6 of this Agreement shall in addition to their ordinary rates of pay for the classifications prescribed in Table 1 of Appendix A of this Agreement, for each shift be paid allowances as set out in Table 3 of Appendix A to this Agreement.

6.2.4 Laundry Allowance

The company may launder employees' company supplied uniforms or provide washing facilities for the use of employees in working time to wash company supplied uniforms. If the company decides not to provide the facilities or launder employees' company supplied uniforms then each employee shall be paid a rate per week set out in Table 3 of Appendix A. Employees washing company supplied uniforms in accordance with this clause must do so with the minimum of delay to their work.

6.3 Working in Cold Temperature Allowances

- (a) Any employee working in an area at an artificially reduced temperature of less than two degrees Celsius return air but more than minus one degrees Celsius return air shall be paid an allowance as set out in Item 1, Table 3 of Appendix A of this Agreement for each hour or part thereof.
- (b) Any employee working in an area at an artificially reduced temperature of equal to or less than minus one degree Celsius return air but more than minus eighteen degrees Celsius return air shall be paid an allowance as set out in Item 2, Table 3 of Appendix A of this Agreement for each hour or part thereof.
- (c) Any employee working in an area at an artificially reduced temperature of equal to or less than minus eighteen degrees Celsius return air shall be paid an allowance as set out in Item 3, Table 3 of Appendix A of this Agreement for each hour or part thereof.
- (d) All hours worked in such conditions will be calculated on an aggregate daily basis and not as



- continuous time worked..
- (e) Time worked which on any day is less than 30 minutes in the aggregate shall be disregarded.
 - (f) The amounts for each allowance provided by this section of the Agreement and the referred tables each stand alone and are not cumulative
 - (g) Employees selected to work for extended periods in areas at an artificially reduced temperature of equal to or less than minus eighteen degrees Celsius return air shall have been medically selected as fit to work in extremely cold temperatures
 - (h) PFD shall make available free of charge for the use of employees working in cold temperatures freezers suits, freezer boots, freezer jackets, gloves (including inner gloves if required) and caps or balaclava.
 - (i) The allowances provided in this section of the Agreement and the appendices shall not apply unless the temperature remains at the prescribed level for at least one hour after commencing work.
 - (j) For the purpose of this section the temperature of a room shall be the temperature of the colder part of such room.
 - (k) Upon termination of employment an employee shall be required to return to PFD any articles of clothing or protective equipment supplied for working in cold temperatures and in the event of his/her failure to do so without reasonable cause or excuse, PFD shall be entitled to deduct from any monies due by he/she to the employee a fair and reasonable sum for the value of such articles as at the time of the termination of employment.

6.4 Annualised Salaries

- (a) Annualised salaries may be introduced on a voluntary basis for selected positions during the life of this Agreement. No employee is obliged to accept an annualised salary. The terms upon which the annualised salaries will be introduced will be determined by agreement between the company, the employee in that position and their union official (if desired by the employee concerned) in the relevant part of the operation. The company reserves the right to assess which individual positions warrant annualised salaries.
- (b) There will be a review of each annualised salary position at the three month anniversary of the annualised salary arrangement coming into place. Employees who are not satisfied with the annualised salary arrangement at that three-month review have the option of reverting back to the award pay conditions. Current employees on annualised salary arrangements, who are not satisfied with it may approach the company with a view to moving back to award pay conditions.
- (c) Sub-clauses (a) & (b) of this section do not apply to salaried staff at management and/or supervisory levels.
 - a. An employee who receives an annualised salary in accordance with this clause will be entitled to an increase in his or her annualised salary in accordance with the percentage increases specified in clause 6.5.1 at the times and subject to the conditions specified in that clause.

6.5 Wage Increases



- 6.5.1** Subject to the terms of other sub-clauses of section 6.5 to this Agreement, wage increases for weekly paid employees during the life of this Agreement are packaged as follows:
- (a) September 2001 3% (*as already granted in December 2001 and backdated to the first pay period in September 2001*).
 - (b) December 2002 0.50% on achievement on a branch-by-branch basis of agreed KPI's as per section 3.1 of this Agreement and the appropriately agreed KPI documentation.
 - (c) September 2002 3.5%
 - (d) August 2003 0.50% on achievement on a branch-by-branch basis of agreed KPI's as per section 3.1 of this Agreement and the appropriately agreed KPI documentation.
 - (e) September 2003 3.5%
 - (f) August 2004 0.50% on achievement on a branch-by-branch basis of agreed KPI's as per section 3.1 of this Agreement and the appropriately agreed KPI documentation.
- 6.5.2** The payments due in September 2002 and 2003 will be applicable from the first pay period commencing on or after 01 September in each of those years.
- 6.5.3** The payments due in December 2002, August 2003 and August 2004, subject to achievement of the targets set, will be paid from the last pay period in August of each reporting/MEASUREMENT period, as per section 3.1 of this Agreement.
- 6.5.4** The total wage package is 11.5% over the life of the agreement. The base that these increases will commence from and apply to will be the former Award rates from the PFD Food Services (Qld) Pty. Limited Consent Award 2001 plus the pay increase of \$15.00 awarded in December 2000. The tabulated representation of this is represented at Table 4 of Appendix A to this Agreement.
- 6.5.5** The wage increases referred to above in sub-clauses 6.5.1 (a), (c) & (e) will not apply to employees who were employed by Sunny Queen Limited as at 03 December 2000 and have continuing employment since that date with PFD Group companies until and unless parity is reached between the rates of similarly classified non-former Sunny Queen employees in PFD with the former Sunny Queen employees in PFD.
- 6.5.6** In the event that the similarly classified non-former Sunny Queen employees rates do attain a higher base hourly rate than the former Sunny Queen employees rates, the increase then awarded to former Sunny Queen employees under the flat percentage rate increase provisions shall be limited to the extent that any such increase will bring the former Sunny Queen employees hourly rates to parity with the similarly classified non-former Sunny Queen employees rate.
- 6.5.7** Employees in the category covered by sub-clause 6.5.5 (above) will however receive the KPI type increases as per sub-clauses 6.5.1 (b), (d) & (f) if in their respective branches the KPI's are satisfied, the employees in question meet the eligibility criteria as per sub-clause 3.1.13 of



this Agreement, and the KPI based increases are awarded by PFD to their branch.

- 6.5.8 Meal, First Aid and Cold Temperature allowances within this Agreement will also be subject to increase by the relevant flat percentage rate increases as per sub-clauses 6.5.1 (c) & (e) of this Agreement.

6.6 Payment of Wages

- 6.6.1 All non-salaried employees shall be paid weekly not later than Friday of each week for the pay period of Wednesday to Tuesday, provided, however, that the pay period specified herein may be varied at any time by agreement between PFD and the employees.
- 6.6.2 PFD may elect to pay all employees or any employee by cheque, direct deposit to personal account by electronic funds transfer or cash. Cheques will not be the usual method of paying of weekly or monthly wages/salaries, however merely available as an option for payment by PFD of the employees wages or monetary entitlements in extraordinary circumstances.
- 6.6.3 Notwithstanding the arrangements in section 6.7.1 (above), all salaried employees who are otherwise subject to this Agreement shall be paid monthly, except those salaried employees subject to this Agreement who have an arrangement with the Company for a different pay period, as at the date of registration of this Agreement.

6.7 Superannuation

- 6.7.1 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.

- 6.7.2 For the purposes of Superannuation the following definitions apply;

- (a) "Scheme" means any fund, the trust deed of which meets the Commonwealth Government's Standards for Occupational Superannuation.
- (b) "Employee's ordinary weekly earnings" means the Agreement classification rate including any over-award, supplementary payment and shift premium components.

- 6.7.3 PFD 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:

PFD Superannuation Fund
MIESF Superannuation Fund

- 6.7.4 Once a fund is nominated, employees will not be permitted to amend any nomination for a period of twelve months.

6.8 Overtime Payments



- 6.8.1 All time worked outside or in excess of the ordinary working hours, that is not remunerated with shift allowance, shall be overtime, and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- 6.8.2 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 for, and required to work for, a minimum of four hours.
- 6.8.3 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.
- 6.8.4 An employee who is called back to work overtime whether notified before or after leaving the premises shall be paid a minimum of two hours at the appropriate overtime rate for each period so recalled. To qualify for this call back arrangement the employee must have physically left the work premises..
- 6.8.5 The extra rates prescribed by subclause 6.8.1 of this Clause, shall be in substitution for and not cumulative upon the shiftwork allowances contemplated in Clause 6.2.3 of this Agreement.

PART 7 HOURS OF WORK, BREAKS & TIME OFF IN LIEU OF OVERTIME

7.1 Hours of Work

7.1.1 Ordinary Hours; PFD employees employed prior to 01 March 2002.

- (a) The ordinary working hours of PFD Foodservice employees employed by PFD prior to the commencement date of this Agreement shall be thirty eight per week to be worked continuously except for meal breaks, Monday to Saturday, between the hours of 5.30 a.m. to 7.00 p.m. Ordinary hours shall not be worked over more than five days. Individuals may vary this to a maximum of 4.00 am to 7.30pm by agreement and with two weeks notice. In the case of PFD employees whose work arrangements as at 01 March 2002 do not include Saturday work as ordinary hours, Saturday ordinary hours in this clause shall be on a voluntary basis.
- (b) Work performed on Saturdays that is part of the ordinary week will attract a penalty payment of 50% (time and one half) for the day, with the following Sunday and Monday off.

7.1.2 Ordinary Hours; PFD employees employed post 01 March 2002.

- (a) The ordinary working hours of PFD Foodservice employees employed by PFD after the commencement date of this Agreement shall be thirty eight per week to be worked continuously except for meal breaks, Monday to Saturday, between the hours of 5.00 a.m. to 7.30 p.m. Ordinary hours shall not be worked over more than five days. Individuals may vary this to a maximum of 4.00 am to 8.00 pm by agreement and with two weeks notice.
- (b) Work performed on Saturdays that is part of the ordinary week will not attract any penalty.
- (c) Employees employed after the commencement date of this Agreement will have explained



to them the provisions of working Saturdays at ordinary time rates and the wider span of hours for all work days. If this information is not given to new employees prior to the end of their first month of employment then the new employee is entitled to be treated for span of hours and ordinary time penalty rate purposes as an employee employed by PFD prior to the commencement date of this Agreement as per s.7.1.1 of this Agreement.

7.1.3 Variations to ordinary hours by consent, all PFD employees

- (a) Following discussions and agreement between PFD management and employees covered by this Agreement, starting and ceasing times may be varied between and outside the prescribed hours by mutual agreement between the company and employees who will be affected by any such variation. Agreement shall be reached by genuine consensus except that an employee with reasonable cause (subject to satisfactory evidence) shall not be subject to that variation.

7.1.4 Ordinary Hours; up to 12 hour days, all employees.

- (a) By agreement between PFD management and the majority of employees concerned, ordinary hours not exceeding twelve (12) on any day may be worked subject to:
- (i) The Parties being guided by the occupational health and safety provisions of the ACTU Code of Conduct for 12 hour shifts;
 - (ii) suitable roster arrangements being made; and
 - (iii) proper supervision being provided.

7.1.5 Part Time employees.

- (a) Part-time employees working less than eight hours on any day may be offered additional hours of work, up to a total of eight for the shift, prior to completion of that rostered shift. These additional hours will be paid at ordinary rates. The total number of ordinary hours will not exceed thirty-eight in any week.

7.1.6 Shift Workers.

- (a) The ordinary working hours of shift workers shall not exceed an average of:
- (i) thirty eight per week; or
 - (ii) seventy six in fourteen consecutive days; or
 - (iii) one hundred and fourteen in twenty-one consecutive days; or
 - (iv) one hundred and fifty two in twenty-eight consecutive days.
- (b) Notwithstanding the spread of hours prescribed for day workers by clauses 7.1.1 and 7.1.2 of this Agreement, the company and the unions, Parties to this Agreement, may implement mutually agreeable shiftwork provisions in any work unit to meet the circumstances of that work unit.
- (c) Notwithstanding anything elsewhere contained in this clause the start time of shift workers



may be varied by the company with seven days notice, or otherwise with the agreement of the majority of employees in the work unit for the purposes of meeting the company's needs.

(d) For the purposes of this clause;

- (i) Early morning shift shall mean a shift commencing prior to the ordinary hours commencement time as stipulated in clauses 7.1.1 (employees engaged prior to 1/3/02) or 7.1.2 (employees engaged post 1/3/02) of this Agreement dependant upon which category the employee falls into, and finishing after 9:00am and before 2:00pm.
- (ii) Afternoon shift shall mean an identified afternoon shift commencing after 2:00pm and finishing after the ordinary hours finishing time, as stipulated in clauses 7.1.1 (employees engaged prior to 1/3/02) or 7.1.2 (employees engaged post 1/3/02) of this Agreement dependant upon which category the employee falls into, and before or at midnight.
- (iii) Night shift shall mean a shift finishing subsequent to midnight and at or before 9:00am.

7.1.7 Rostered Days Off for certain employees.

Subject to Part 7, clauses 7.1.1 to 7.1.6 inclusive - Hours of Work, the company may implement the hours provision for those employees listed in Appendix C and any other employee where the company and the employee agree (subject to Branch requirements) in one of the following ways :-

(i) One day off after 19 days:

The company may require employees to work up to 8 ordinary hours per day with the additional time in excess of 7 hours 36 minutes being aggregated for accrued leisure time which shall fall due after 19 ordinary week days, Monday to Friday, including paid public holidays, paid sick days, paid bereavement leave, and paid jury service, subject to the following conditions and limitations:

- (a) the day off shall be on a fixed roster basis, unless otherwise agreed between the company and the employees in the work unit concerned. Payment for the day off will be on the basis of 0.4 hours for each day worked. For payment purposes "a day worked" shall include paid sick leave, paid public holidays, paid jury service and paid bereavement leave, but shall not include annual leave, an extended period of absence on workers' compensation, long service leave, unpaid sick leave or unpaid leave.
- (b) The company shall prepare a roster of days to be taken off as leisure time which will always remain as a notice of advice.
- (c) The company, with the agreement of the employees concerned, may substitute the day employee(s) are to take off for another day.
- (d) An employee on planned leisure time off which coincides with a stand down or strike day, shall be paid for the credit of leisure time which was rostered off.
- (e) In the event of sickness occurring on pre-arranged leisure time, no sick leave deductions will be made, however, the employee shall be paid the leisure payment for that day.



- (f) For the purposes of leisure time all allowances (except shiftwork allowances) shall be paid as actually worked.
- (g) All accrued credits as a result of the 0.4 hours credit towards leisure time will be paid out on the termination of each employee's employment.
- (h) Payment for a public holiday which falls on a rostered day off or a short day will be for the ordinary hours the employee would have received had he or she been at work on that day. The rostered day off or short day may be rescheduled by agreement between the company and the majority of employees in the work unit.
- (i) Where the Company and the employee agree, rostered days off, which occur as a result of employees working in accordance with the provisions of this subclause, may accumulate to a maximum of 5 days. These accumulated days may be taken at any time mutually agreed between the Company and employee and shall be taken within 6 months of accrual.

7.2 Breaks

7.2.1 Meal Breaks

- (a) Day workers shall be allowed not less than thirty minutes nor more than one hour between the hours of 11.00 am and 2.30 pm on each working day for the purpose of taking a meal. The Company shall determine for each Branch the duration of the meal break, that is either half an hour or one hour. Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible.
- (b) Shift workers shall be allowed an interval of twenty minutes each shift for crib at a time agreed upon by the company, the employee/s and the Union (if desired by the employee/s concerned), such interval to be counted as time worked and paid for as such.
- (c) An employee who is called upon to work for more than one hour after or before his/her normal ceasing time shall be allowed not less than 30 minutes for a meal break (or twenty minutes for a crib in the case of shift workers) which shall be taken immediately after the normal ceasing time.
- (d) Not more than five hours shall be worked without a break for a meal or interval for crib.
- (e) Where an employee is required to work during his/her meal period, he/she shall be paid at the rate of double time for duration of the meal break as defined in 7.2.1(a).

7.2.2 Rest Pauses

- (a) A rest pause of ten minutes each forenoon and a rest period of 10 minutes each afternoon shall be allowed to each employee working ordinary day hours.
- (b) A rest pause of ten minutes during the first part of the shift shall be allowed each employee working deemed shiftwork hours.
- (c) Rest pauses shall be taken at such times as may be mutually arranged between the



company and the employees concerned and may be staggered to suit the particular work requirements of each section so that appropriate and full levels of work output may be maintained.

- (d) Rest pauses shall be counted as time worked and shall be paid for as such.

7.3 Overtime

7.3.1 Time off in lieu of overtime

- (a) Where an employee performs duty on overtime the employee may, at his/her request and with the agreement of the Company, subsequently be released from duty in ordinary hours subject to the following conditions:
- (i) The agreement shall be in writing and be kept with the time and wages records;
 - (ii) Where an employee takes subsequent time off the relevant and equivalent period of overtime shall be paid for at ordinary rates of pay. All other overtime worked for which time off is not taken shall be paid for at the appropriate overtime rate otherwise provided in this agreement;
 - (iii) Where an employee elects to take any period(s) of time off in ordinary hours in accordance with this clause such time off shall be without pay and shall equate to the relevant period(s) of overtime worked;
 - (iv) Payment for any period(s) of overtime worked and in relation to which the employee elects to take time off may be paid by the employer to the employee in the pay period in which the time off is taken;
 - (v) An employee may not accumulate more than 24 hours of equivalent time off which shall be taken within four weeks of its accrual. 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.

PART 8 HOLIDAYS AND OTHER FORMS OF LEAVE

8.1 Annual Leave

8.1.1 All employees will be entitled to paid annual leave in accordance with the *Annual Holidays Act 1944* (NSW) as varied or amended.

8.1.2 Annual Leave Loading.

- (a) Non-salaried employees will be entitled to an annual leave loading equivalent to seventeen and one-half per centum (17½%) of the ordinary rate of pay for the employee eligible for leave multiplied by the number of hours of eligible accrued leave approved to be taken.

8.2 Sick Leave

- (a) An employee, in continuous service with the company, who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to



his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary rate of pay for the time of such non-attendance subject to the following:

- (i) shall not be entitled to paid leave of absence for any period in respect of which is entitled to workers' compensation, provided however, that the company shall pay to such an employee, if the employee so requests, and who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation and full pay. If the company pays such difference the employee's sick leave entitlement under this clause shall, for each week during which such difference is paid be reduced by that proportion of thirty eight hours which the difference paid, bears to full pay.
 - (ii) shall, as soon as is reasonably possible so as to allow the company to make alternative arrangements and within twenty-four hours of the commencement of such absence, inform the company of his/her inability 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) shall prove to the satisfaction of the company (or in the event of a dispute the Conciliation Committee) that is or was unable on account of such illness or incapacity, to attend for duty on the day or days for which payment under this Clause is claimed.
 - (iv) an employee with more than twelve months service shall be entitled, in respect of any year of continued employment to sick pay of ten (10) working days. An employee with less than twelve months service shall be entitled, in respect of the first year of continued employment to sick pay of five (5) working days. Any period of paid sick leave allowed by the company to the employee in any such year shall be deducted from the period of sick leave which may be allowed or carried forward in this Award in respect of such year.
- (b) The rights under this Clause shall accumulate from year to year so long as the employment continues with the Company so that any part of leave pursuant to paragraph (iv) of sub-clause (a), hereof, which has not been allowed in any year may be claimed by the employee and shall be allowed by the company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.
- (c) For the purpose of this Clause, continuous service shall be deemed not to have been broken by:
- (i) any absence from work on leave granted by the company; or
 - (ii) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee).
- (d) Payment for sick leave entitlements taken under this clause will be made by drawing from the oldest accrued entitlement first, and continuing to draw from such entitlements on the basis of drawing first from the oldest accrued to the most recently accrued.

8.3 Bereavement Leave

- (a) An employee, other than a Casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in subclause (c) of this clause. Where the death of a person as prescribed by the said subclause



- (c) is a near relative the employee shall be entitled to three days bereavement leave. For the purpose of this clause "near relative" means a parent (including step-parent), spouse (including de facto), child (including stepchild), brother, sister, mother-in-law or father-in-law.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (iii) of subclause (2) of clause 8.14, Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement 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.

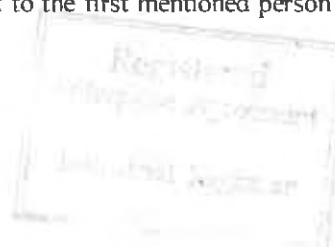
8.4 Parental Leave

All employees will be entitled to parental leave in accordance with the *Industrial Relations Act 1996* (NSW).

8.5 Personal/Carer's Leave

(a) Use of Sick Leave

- (i) An employee, other than a Casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 8.2, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first



mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. "household" means a family group living in the same domestic dwelling.

(iv) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's 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 employer by telephone of such absence at the first opportunity on the day of absence.

(b) Unpaid Leave for Family Purpose

(i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) who is ill.

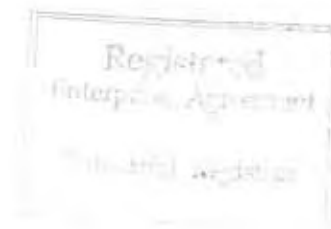
8.6 Long Service Leave

(a) 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.

8.7 Trade Union Training Leave

(a) Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of the union to which he/she belongs shall, upon application in writing to the employer, be granted up to 2 days leave with pay each calendar year non-cumulative to attend courses conducted or approved training, subject to:

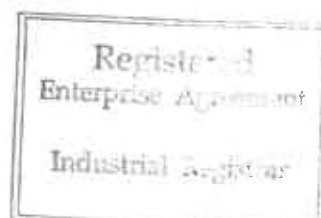
(i) Such courses shall be designed and structured with the objective of promoting good industrial relations; and



- (ii) Consultation must take place between the parties.
- (b) For the purposes of this clause an accredited representative of the union shall mean a delegate or co-delegate recognised by the employer.
- (c) The application for leave shall be given to the employer at least 4 weeks in advance or a shorter period by agreement of the date of commencement of the course. The application for leave shall contain the following details:
 - (i) the name of the employee seeking the leave;
 - (ii) the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
 - (iii) the title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- (d) The employer shall advise the union within 2 weeks (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- (e) The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations.
- (f) The Company shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary-time earnings for such absence. For the purpose of this clause ordinary-time earnings shall be defined as the relevant classification rate as per Appendix A of this Agreement.
- (g) Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's day off in any work cycle or with any concessional leave.
- (h) Employees on request by their employer shall provide evidence of their attendance at any course within 7 days of the completion of the course. If an employee fails to provide evidence to the satisfaction of the employer, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employee.
- (i) Where an employee is sick during a period when leave pursuant to this clause has been granted, proof of attendance at the course is not required for that period and the employee shall receive payment if entitled under the provisions of clause 8.2, Sick Leave.
- (j) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- (k) Any dispute as to any aspect of the operation of this clause shall be resolved in accordance with the dispute settlement procedure of this Agreement.

8.8 Public Holidays

- (a) The following days shall be holidays for the purpose of this Agreement, and no deduction shall be made from the ordinary time hourly rate for wages of all employees covered by this Agreement in respect thereof, namely: New Years Day, Australia Day, Good Friday, Easter

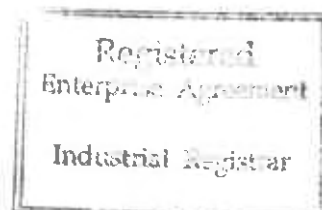


Saturday, Easter Monday, Anzac Day - April 25, Queen's Birthday, Eight Hour Day, Christmas Day - December 25, Boxing Day, and any day proclaimed and gazetted as a public holiday by the New South Wales State Government.

- (b) For each holiday which occurs on a working day an employee shall be deemed to have worked such number of ordinary hours as the employee would have worked had the day not been a holiday.
- (c) Any employee, other than a Casual employee, who is directed and does attend for duty on a public holiday as defined in section 8.8(a) of this Agreement, 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. The appropriate rate of pay for each holiday worked is:
 - (i) triple time for Anzac Day (25 April), Good Friday and Christmas Day; and
 - (ii) double time and one half for the other days noted in 8.8(a).
- (d) An employee absent without leave or reasonable excuse on the working day before a holiday prescribed herein, or the working day after such holiday shall forfeit wages for the days of absence and for the holiday.
- (e) The Picnic Day of the Union (AMIEU), usually awarded on the first Monday in November of each year is recognised by the company for members of that union, however, due to the operational requirements of the company may not necessarily be taken by such members on the first Monday in November, but on that or another date as agreed between the company and individual union members. If an employee is so directed to work on the first Monday in November, there shall be no overtime penalty rate applied to work performed on that day save for time worked over the standard working hours that would ordinarily attract overtime payments.
- (f) 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 employer.
- (g) The employer will endeavour to fairly share public holiday overtime amongst employees at each branch.

8.9 Self Development Half Day

- (a) All employees covered by this Agreement shall be entitled to four (4) hours leave annually for the purpose of self development.
- (b) For the purposes of this clause, "self development" is defined as follows;
 - (i) enrolment in a course of study at an approved tertiary or higher education facility.
 - (ii) attendance at a bank or other financial institution for the purposes of application for a mortgage.
 - (ii) attendance with financial advisors in regard to Superannuation or other major investment.
- (c) This annual allowance of time does not accumulate nor is available to be paid out in any circumstance.



- (d) Prior to payment, evidence of attendance at one of the approved "self development" activities will be required to be furnished.

PART 9 TRAINING & RELATED MATTERS

9.1 Training Program

9.1.1 Commitment to Training

The parties commit themselves to the development and implementation of training courses as is regarded by them as appropriate and improving the training in cases where this is required.

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 Employers and employees to avail themselves of the benefits to both from such training.

- (a) The parties to this Agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills acquired.

PART 10 OCCUPATIONAL HEALTH & SAFETY AND AMENITIES

10.1 Amenities

10.1.1 Accommodation and Conveniences.

- (1) The Company will, in assessing and providing amenities for employees, abide by the provisions of the Occupational Health & Safety Act 2000 (NSW) and the Occupational Health & Safety Regulations 2002 (NSW) and any Code of Practice. The employer will ensure that appropriate amenities are available for all of the employees while they are at work.
- (2) The appropriateness of amenities is to be determined having regard to all of the circumstances of the case, including the following:
- (a) the nature of the work undertaken at the place of work,
 - (b) the size and location of the place of work,
 - (c) the number of men and women at the place of work.
- (3) In this clause, amenities means facilities provided for the welfare or personal hygiene needs of persons and includes toilets, rest rooms, shelter sheds, seating, dining rooms, change rooms, provision of drinking water, lockers and washing facilities.



10.2 Occupational Health & Safety

- (a) Employers and employees shall abide by the Occupational Health and Safety Act 2000 (NSW) (as amended from time to time), and all Occupational Health and Safety Regulations.
- (b) The Company shall provide all necessary training to enable the Company and employees to abide by the Occupational Health and Safety Act 2000 (NSW) as amended from time to time, the Occupational Health and Safety Regulations 2002 and any applicable Code of Practice.

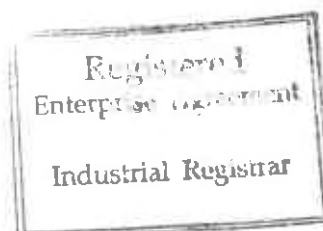
PART 11 MISCELLANEOUS

11.1 Deduction of fees

Where the employee provides written authority, the employer shall deduct union membership fees from the employees wages or salary and remit them, along with a schedule of such contributions, to the Union at monthly intervals.

11.2 Posting of Agreement

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



Appendix A Table 1 Monetary Rates

**Table 1
Monetary Rates**

		Hourly Rate prior to September 2001	Weekly Rate for 38 hour week prior to September 2001
Sales & Distribution Employee 1(a)	Storepersons	12.5316	476.2008
Sales & Distribution Employee 1(b)	Clerks&Telesales Level 1	12.6447	480.4986
Sales & Distribution Employee 2	Clerks&Telesales Level 2	12.9632	492.6016
Sales & Distribution Employee 3	Drivers	13.1868	501.0984



Appendix A Table 2 Junior Proportional Rates

**Table 2
Junior Proportional Rates**

	Percentage of Appropriate Rate as per employee's classification per hour
At 17 years of age and under	55%
At 18 years of age and under 19 years of age	67.50%
At 19 years of age and under 20 years of age	80%
At 20 years of age and under 21 years of age	92.50%



Appendix A Table 3 Cold Temperature Allowances

**Table 3
Allowances**

Meal Allowance (cl. 6.2.1)

\$7.10

First Aid Allowance (cl. 6.2.2)

\$8.50 per week

Cold Temperature Allowances (cl. 6.3)

		Hourly Allowance
Item 1	Work in less than 2 degrees celcius	0.13/hour
Item 2	Work in less than minus 1 degrees celcius	0.23/hour
Item 3	Work in less than minus 18 degrees celcius	0.32/hour
Item 4	Work in less than minus 20 degrees celsius	0.61/hour
Item 5	Work in less than minus 30 degrees celsius	0.79/hour

Laundry Allowance (cl. 6.2.4)

\$4.00 per week

Shift Allowances (cl 6.2.3)

		Shift Allowance
Item 1	Early Morning Shift	15% premium
Item 2	Afternoon Shift	15% premium
Item 3	Night Shift	30% premium

Leading Hand allowance

\$15 a week



The figures for weekly rates of pay as noted in columns 1 to 7 (inclusive) are meant as a guide only. In the event of any discrepancy between the original hourly rates prior to September 2001 (with the stated percentage increases applied), and figures quoted in tables 4 and 4(a) the original rates plus the percentages shall prevail subject to the Kpi's being met from time to time

Appendix A Table 4 Expanded Rates of Pay (Hourly Rates)

Appendix A



**Table 4
Expanded Rates of Pay (Hourly Rates)**

		1	2	3	4	5	6	7
		Hourly Rate prior to September 2001	Hourly Rate after September 2001 3% increase	Hourly Rate if August 2002 KPI's are met (0.50%)	Hourly Rate after September 2002 3.5% increase	Hourly Rate if August 2003 KPI's are met (0.50%)	Hourly Rate after September 2003 3.5% increase	Hourly Rate if August 2004 KPI's are met (0.50%)
Sales & Distribution Employee 1(a)	Storepersons	12.5316	12.9075	12.9721	13.4261	13.4932	13.9655	14.0353
Sales & Distribution Employee 1(b)	Clerks/Telesales Level 1	12.6447	13.0240	13.0892	13.5473	13.6150	14.0915	14.1620
Sales & Distribution Employee 2	Clerks/Telesales Level 2	12.9632	13.3521	13.4189	13.8885	13.9580	14.4465	14.5187
Sales & Distribution Employee 3	Drivers	13.1868	13.5824	13.6503	14.1281	14.1987	14.6957	14.7692

Note: The hourly rates as expressed in columns 3, 4, 5, 6 & 7 are each dependant upon the achievement of the set KPI's on a branch by branch basis. If KPI's are not met as per columns 3, 5 & 7 then these increases will not apply thus the hourly rates quoted in columns 4, 5, 6 & 7 will be adjusted accordingly.

Appendix A Table 4(a) Expanded Rates of Pay (Weekly rates for employees on 38 hour weeks)

The figures for weekly rates of pay as noted in columns 1 to 7 (inclusive) are meant as a guide only. In the event of any discrepancy between the original hourly rates prior to September 2001 (with the stated percentage increases applied), and figures quoted in tables 4 and 4(a) the original rates plus the percentages shall prevail subject to the Kpi's being met from time to time

Appendix A



**Table 4
Expanded Rates of Pay (Weekly Rates)**

		1	2	3	4	5	6	7
		Weekly Rate prior to September 2001	Weekly Rate after September 2001 3% increase	Weekly Rate if August 2002 KPI's are met (0.50%)	Weekly Rate after September 2002 3.5% increase	Weekly Rate if August 2003 KPI's are met (0.50%)	Weekly Rate after September 2003 3.5% increase	Weekly Rate if August 2004 KPI's are met (0.50%)
Sales & Distribution Employee 1(a)	Storepersons	476.2008	490.4850	492.9398	510.1918	512.7416	530.0639	533.4140
Sales & Distribution Employee 1(b)	Clerks, Telesales Level 1	480.4986	494.9120	497.3896	514.7974	517.3700	535.4770	538.1560
Sales & Distribution Employee 2	Clerks/Telesales Level 2	492.6016	507.3798	509.9182	527.7630	530.0404	548.9670	551.7106
Sales & Distribution Employee 3	Drivers	501.0984	516.1312	518.7114	536.8678	539.5506	558.4366	561.2296

Note: The hourly rates as expressed in columns 3, 4, 5, 6 & 7 are each dependant upon the achievement of the set KPI's on a branch by branch basis. If KPI's are not met as per columns 3, 5 & 7 then these increases will not apply thus the hourly rates quoted in columns 4, 5, 6 & 7 will be adjusted accordingly.

Appendix B Classifications

Sales and Distribution Employee 1(a) is an employee appointed by the Company to this grade who performs the following functions:

- a) Order picking and loading trucks for delivery;
- b) Unloading and loading of trucks;
- c) Stock control;
- d) Stock taking;
- e) Rotating stock to maintain use-by date;
- f) Order checking;
- g) Operate the forklift;
- h) Deliveries as required;
- i) General house keeping;
- j) Day-to-day duties within the capabilities of the employee, as required;
- k) Collecting money for sales.

Sales and Distribution Employee 1(b) is an employee appointed by the Company to this grade who shall perform the following functions within this grade:

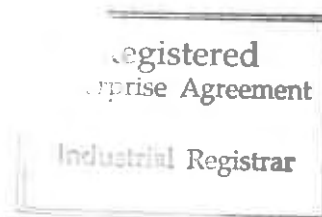
- a) Telemarketing;
- b) Data inputs;
- c) Data searching;
- d) Serve customers;
- e) Processing orders;
- f) Price Maintenance;
- g) General Filing.

Sales and Distribution Employee (Leading Hand) is an employee appointed by the Company to this grade who performs work above and beyond the skills of an employee at Sales and Distribution Employee 1 and 2 and to the level of their training performs the following functions:

- a) All duties of the Storeperson;
- b) Orders stock;
- c) Maintains stock levels;
- d) Responsible for stock rotation;
- e) Responsible for general supervision of the area;
- f) Responsible for arranging service checks of forklifts.

Sales and Distribution Employee 2 is an employee appointed by the Company to this grade who performs work above and beyond the skills of an employee at Sales and Distribution Employee 1(a) and 1(b) and to the level of their training performs the following functions:

- a) Stock Controlling;
- b) Co-ordinates stock taking;
- c) Takes orders;
- d) Serves customers;
- e) Inputs data;
- f) Loads trucks;
- g) Carries out manual invoices;
- h) Reconciles invoices;



- i) performs invoice searches;
- j) Telemarketing.

Registered
Enterprise Agreement
Industrial Registrar

Sales and Distribution Employee 3 is a driver who is appointed by the Company to perform the following functions:

- a) Solicits sales of wholesale goods wherever possible;
- b) Delivers wholesale goods;
- c) Maintains trucks;
- d) Collects money for sales;
- e) Reconciles cash sales;
- f) Loading and unloading trucks;
- g) Telemarketing;
- h) General stores duties as required;
- i) Collates orders.



Appendix C

- Brian Bugden
- Peter Speeding
- Peter Mathieson

Registered
Enterprise Agreement
Industrial Registrar

**FOR AND ON BEHALF OF PFD
FOOD SERVICES PTY LIMITED**

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)
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RICK SMITH
MANAGING DIRECTOR

in the presence of:



BRIAN WATSON
GROUP HR MANAGER

**FOR AND ON BEHALF OF THE
AUSTRALASIAN MEAT
INDUSTRY EMPLOYEES UNION
(NEWCASTLE & NORTHERN
BRANCH)**

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)
)
)
)

in the presence of:



FOR AND ON BEHALF OF PFD)
FOOD SERVICES PTY LIMITED)
)

in the presence of:

FOR AND ON BEHALF OF THE)
AUSTRALASIAN MEAT)
INDUSTRY EMPLOYEES UNION)
(NEWCASTLE & NORTHERN)
BRANCH))

K Evans
KATH EVANS
SECRETARY

in the presence of:

Karen Radridge
KAREN RADRIDGE
A. M. I. E. U. ORGANISER



**FOR AND ON BEHALF OF THE
FEDERATED CLERKS UNION OF
AUSTRALIA, NEW SOUTH
WALES BRANCH**

)
) *Michael*
) *per Michael want*
) *secretary*
)

in the presence of:

Tania Michael
Tania Michael

5/12/02

