



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Yum Restaurants Australia Pty Ltd T/A Pizza Hut
(AG2014/1514)

PIZZA HUT QUEENSLAND - SDA EMPLOYEE RELATIONS AGREEMENT 2014

Fast food industry

COMMISSIONER BULL

SYDNEY, 18 SEPTEMBER 2014

Application for approval of the Pizza Hut Queensland - SDA Employee Relations Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *Pizza Hut Queensland - SDA Employee Relations Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] In this matter, the Applicant, Yum Restaurants Australia Pty Ltd T/A Pizza Hut was represented by ER Strategies Pty Ltd. The application indicated that the Shop, Distributive and Allied Employees Association (SDA), was a bargaining representative for the Agreement.

Extension of time

[3] The application was lodged at Brisbane on 24 June 2014. Section 185(3)(a) of the Act provides that an application for approval must be made within 14 days after the Agreement is made. I note that the application was lodged out of time. Section 185(3)(b) of the Act confers a discretion on FWC to extend time. In light of the reasons provided by the Applicant, I have decided to exercise the discretion provided by subsection 185(3)(b) of the Act and extend time accordingly.

Employers to be covered by the Agreement

[4] In the **Form F16 - Application for approval of an enterprise agreement**, which was filed with the application, the Commission noted that there is more than one employer that will be covered by the Agreement. The list of the employers to be covered by the Agreement is provided at Schedule 3 of the Agreement.

[5] Pursuant to s.172(2) of the Act it provides that an employer, or 2 or more employers that are single interest employers, may make an enterprise agreement (a single-enterprise

agreement). In particular, s.172(5) of the Act states that two or more employers are single interest employers if:

- (a) *The employers are engaged in a joint venture or common enterprise; or*
- (b) *The employers are related bodies corporate; or*
- (c) *The employers are specified in a single interest employer authorisation that is in operation in relation to the proposed enterprise agreement concerned.*

[6] The Applicant's representative advised the Commission that the employers listed in Schedule 3 of the Agreement are single interest employers engaged in a common enterprise and referred to the Full Bench decision of *Yum Restaurants Australia Pty Ltd and Shop, Distributive and Allied Employees Association*¹ in which the Full Bench concluded at paragraph 14:

"We have no doubt that the operations of the Pizza Hut franchisees and the Franchisor, Yum are conducted as a common enterprise. They have a common purpose which can be described as the successful operation of Pizza Hut stores. In various ways they contribute to the purpose that unites them. The totality of the evidence leads to that finding."

[7] I am satisfied that the employers listed in Schedule 3 of the Agreement are single interest employers pursuant to s.172(5)(a) of the Act, in that they are employers engaged in a common enterprise.

Correction of error

[8] With respect to Schedule 3 - **Pizza Hut Franchisees**, the Applicant has advised of errors relating to the list of franchisees to be covered by the Agreement. The Applicant requested that the schedule be amended to:

- Delete reference to 'As trustee for the Wyndham Family Trust'.
- Add to Windsing Pty Ltd 'As trustee for the Wyndham Family Trust'.
- Add 'Unreal Car Sound Pty Ltd ABN 16 719 191 030 as trustee for Unreal Trust'.

[9] The Commission requested a copy of the votes by the employees with respect to the above named franchisees to demonstrate that those franchisees were part of the enterprise bargaining process. A copy of the votes were provided to the Commission.

[10] Pursuant to s.586(a) of the Act, the Commission may allow for a correction or amendment of any application, or other document relating to a matter before the Commission, on any terms it considers appropriate. On the submission made by the Applicant with respect to the amended schedule of franchisees, the schedule will be amended to correct the errors.

[11] A copy of the amended schedule 3 is attached to this decision at **Annexure A**.

Undertaking

Dispute settlement procedure

¹ [2010] FWAFB 7591

[12] Upon request from the Commission, the Applicant has provided an undertaking with respect to clause 6.4 - **Grievance Procedure**, of the Agreement. The undertaking states that the dispute settlement procedure in the Agreement will apply to any disputes that arise in relation to the National Employment Standards as per s.186(6)(a)(ii) of the Act.

[13] The undertaking is taken to be a term of the Agreement. A copy of the undertaking is attached at **Annexure B**.

[14] Pursuant to s.190(4) of the Act, the SDA has been made aware of the undertaking provided. The SDA has not advised of any concerns with the undertaking provided.

Better off overall test

[15] In its correspondence to the Applicant and the SDA, the Commission raised a number of concerns relating to terms in the Agreement that appeared to be less than the entitlement employees would have been afforded under the relevant reference industrial instruments stated as applying by the Applicant for the purpose of the better off overall test. In particular, the concerns related to the minimum shift engagement of employees, penalties and allowances.

[16] The Applicant stated in its **Form F17 - Employer's statutory declaration in support of an application for approval of enterprise agreement**, that the following modern awards and NAPSA's applied:

- *Fast Food Industry Award 2010*
- *Restaurant Industry Award 2010*
- *Pizza Hut - SDA National Employee Relations Agreement 2004*
- *Retail Take-Away Food Award - South-Eastern Division 2003*
- *Cafe Restaurant and Catering Award - State (Excluding South-East Queensland) 2003*

[17] Subsequently the Applicant advised that correct reference instruments were the *Fast Food Industry Award 2010* and the *Restaurant Industry Award 2010* and re-filed its Form F17 stating the correct industrial instruments.

[18] Further modelling was undertaken by the Commission that demonstrated employees would be better off overall under the Agreement when compared to the *Fast Food Industry Award 2010* and the *Restaurant Industry Award 2010*, being the relevant modern awards for the purpose of the better off overall test.

[19] With respect to clause 11.3.1 and 11.3.2 of the Agreement it provides that casuals and delivery drivers will not be engaged for less than 2 hours and 2 and half hours for other employees. The *Fast Food Industry Award 2010* (the Fast Food Award) provides that the minimum daily engagement is three hours. The Commission requested the Applicant to provide an undertaking in relation to this concern.

[20] The Applicant has advised the Commission that providing an undertaking in relation to this concern would materially alter the basis of the Agreement entered into between the parties.

[21] The Applicant submits the Agreement provides offsetting enhanced minimum conditions for employees compared to the 3 hours under the Fast Food Award, in that they would need to be provided with at least 3x3 hour shifts per week or some other combination to receive at least the minimum average of 9 hours per week under the Agreement. Further, the Applicant has stated the additional remuneration provided under the Agreement adequately reimburses employees for any reduction in overall entitlements arising for the reduced minimum shift period.

[22] With respect to the clothing allowance provided for at clause 35.3.2 the allowance for full-time employees would be less than the allowance provided under the Fast Food Award and where a part-time or casual employee were to work four or more shifts in one week that allowance provided under the Agreement is less than the entitlement an employee would have been afforded under the Fast Food Award.

[23] The Applicant submits there are only a small number of full-time employees engaged under the Agreement, and for them, the reduction in relation to the clothing allowance when compared to the Fast Food Award allowance is 0.2% which is covered by the additional penalty loading applying to all wage rates under the Agreement.

[24] The Applicant has advised that the vast majority of employees are either part-time or casual and that any employee working less than 4 shifts per week would receive a significantly higher clothing allowance under the Agreement which may be offset against the more limited situations where an employee works 4 or 5 shifts per week.

[25] Upon review of the submissions and undertaking provided by the Applicant, I am satisfied that employees would be better off overall under the Agreement.

[26] The Shop, Distributive and Allied Employees Association being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers this organisation.

[27] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[28] The Agreement is approved. In accordance with section 54(1), the Agreement will operate from 25 September 2014. The nominal expiry date of the Agreement is 14 January 2016.

[29] This decision is to be brought to the attention of the employees.


COMMISSIONER

Annexure A

SCHEDULE 3: PIZZA HUT FRANCHISEES

Name of Employer	ABN/ACN
SHIVRATRI PTY. LTD.	54 134 476 645
MENGCOLE PTY LTD AS TRUSTEE FOR THE LY FAMILY TRUST	31 323 559 108
Jhandi Enterprises Pty Ltd	166 312 714
DOLPHIN ENTERPRISES (QLD) PTY LTD	161 733 571
ALICE SACHIN PTY LTD	52 166 216 486
WyNDSING PTY LTD	76 600 250 137
WINDSING PTY LTD ABN 70 128 042 428 ATF WYNDHAM FAMILY TRUST ABN 71 195 903 623	70 128 042 428
HERMES RETAIL HOLDINGS PTY LTD	ACN 165 259 432
NEW AUS PTY LTD	40 154 321 507
OZ CONTINENT INVESTMENTS PTY LTD	48 154 897 113
DAN'S HOME DELIVERIES PTY LTD	27 117 842 305
GEMPLASER PTY LIMITED	19 120 247 574
Mangalmurti Pty Ltd	72 534 223 040
CLJ GROUP INVESTMENTS PTY LTD	88 161 720 252
LHAN PTY LTD	65 164 175 339
SHENGLAN INTERNATIONAL GROUP PTY LTD	156 428 509
VINAYAK PTY. LTD ATF RITIKA ATHEIYA FAMILY TRUST	51 994 383 017
MAA OPERATIONS PTY LTD	93 164 066 040
GOOD AS GOLD ENTERPRISES PTY LTD AS TRUSTEE FOR THE PEMBROKE TRUST	27 852 552 870
XIN WU AS TRUSTEE FOR THE WU FAMILY TRUST	44 571 017 158
TK REVES PTY LTD	66 164 640 662
STEVARA PTY LTD	70 157 829 028
Love Deep Pty Ltd	19 962 200 447
KALBRO PTY LTD	15 159 770 751
NUNYARA PARK PTY LTD AS TRUSTEE FOR THE BAILEY FAMILY TRUST	153 562 371
CRUNCH N CRUMB PTY LTD	84 167 063 890
BRINGOME PTY LTD	13 160 513 468
PATELS FOOD PTY LTD AS TRUSTEE FOR PATELS GROUP UNIT TRUST	156 563 790
ALPHA BRAVO PTY. LTD.	74 127 935 175
CAFÉ COFFEEDAY PTY LTD	42 148 910 301
Kenmore Pizza Pty Ltd	82 168 113 193
TERFAM RESTAURANTS PTY. LTD. ATF THE TERRENS GROUP TRUST	17 753 097 510
GEORGE PHOENIX NEWMAN AS TRUSTEE FOR THE G & S NEWMAN FAMILY TRUST	84 102 923 084
BOETTCHER FLOOD ENTERPRISES PTY LTD	54 165 145 611
KELAM J. PTY LTD	40 155 602 565
JAINGILL PTY. LTD AS TRUSTEE FOR THE JAINGILL FAMILY TRUST	80 137 023 866
Hanu Australia Pty Ltd	167 461 403
HANS PROPERTY MANAGEMENT PTY LTD ATF J & E FAMILY TRUST	ACN 151 583 854 ABN 93 791 068 232

VALKS BURGMANN PTY LTD AS TRUSTEE FOR THE VALKS BURGMANN TRUST	63 153 208 729
DALE ALLANA DANIELSON AND GREGORY PAUL DANIELSON AS TRUSTEE FOR THE DANIELSON FAMILY TRUST	22 184 609 303
Dashmesh Pty Ltd	66 156 454 429
SO-COLLINS PTY LTD	92 160 821 607
PIZZA FAMIGLIA PTY LTD	ACN 168 485 318
BALIKAN PTY LTD ATF T & E SHIELDS FAMILY TRUST	49 164 806 204
JAI ARBUDA PTY LTD	97 348 340 679
JIJAM PTY. LTD AS TRUSTEE OF THE MEHRTENS FAMILY TRUST	96 958 788 325
SUNSHINE MANAGEMENT SERVICES PTY LTD	87 152004 718
YMAXIS ENTERPRISES PTY LTD AS TRUSTEE FOR THE PS KHATRI FAMILY TRUST	71 205 268 194
WIRE ENTERPRISES PTY LTD AS TRUSTEE FOR THE CAMPBELL FAMILY TRUST	161 369 295
KAMZ ENTERPRISES PTY. LIMITED AS TRUSTEE FOR THE KAMZ ENTERPRISES TRUST	57 393 687 470
PRAVITHA PTY LTD	21 168 637 027
SKYTER TRADE PTY LTD	97 165 324 489
EASY PIZZY PTY LTD	80 150 258 343
UNREAL CAR SOUND PTY LTD AS TRUSTEE FOR UNREAL TRUST	16 719 191 030

Annexure B



Yum! Restaurants Australia Pty Limited ABN 16 000 674 993
Kentucky Fried Chicken Pty Limited ABN 79 000 587 780
20 Rodborough Road (Locked Bag 522)
Frenchs Forest NSW 2086 Australia
Tel (612) 9930 3000 Fax (612) 9930 3001

Tuesday, 22 July 2014

Commissioner Bull
Fair Work Commission
Level 10, Terrace Tower
80 William Street
East Sydney NSW 2011

Dear Commissioner,

**Undertaking in relation to AG2014/1514 - Application for approval of the Pizza Hut
Queensland - SDA Employee Relations Agreement 2014**

On behalf of employer parties to the above proposed agreement, I am authorised to provide the following undertaking -

"The Dispute Settlement Procedure in clause 6 will apply to any disputes that arise in relation to the National Employment Standards as per s.186(6)(a)(ii) of the Fair Work Act 2009."

Yours faithfully,

A handwritten signature in black ink that reads "Nichole Bowles".

Nichole Bowles
HR Manager
Pizza Hit Australia



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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

1. TITLE AND CONTENTS

1.1 Title

This Agreement will be known as the Pizza Hut Queensland - SDA Employee Relations Agreement 2014.

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2. INCIDENCE AND PARTIES BOUND

2.1 This agreement shall apply to –

2.1.1 Yum Restaurants Australia Pty Ltd,
the franchisees listed in the attached Schedule 3, and
to the extent permitted by law, their successors and transferees,

trading as Pizza Hut,

2.1.1 all employees as defined whether or not they are members of the Shop
Distributive and Allied Employees' Association, and

2.1.2 the Shop Distributive and Allied Employees' Association,

2.1.3 and shall only apply in Queensland.

2.2 This agreement shall cover, amongst those employees covered by this agreement without limitation, employees in the employer's delivery Customer Service centres. The terms of this agreement shall prevail over the terms of any award, agreement or any order of the Fair Work Commission (or its predecessor/s) that would otherwise apply.

3. DATE OF OPERATION

3.1 This agreement shall operate from the first pay period to commence 7 days after its approval by the Fair Work Commission, and will remain in force until 14 January, 2016.

3.2 The parties agree to consult three months prior to the expiry of this Agreement to endeavour to ensure that it is re-negotiated prior to its expiry date.

3.3 The parties to this Agreement shall not pursue any extra claims within this agreement or outside it for the term of the agreement.

4. DEFINITIONS

4.1 **Employees** shall mean all employees of the employers listed under clause 2 principally employed -

4.1.1 in taking orders for company products, filling orders, preparing and / or selling food items, delivering or organizing the delivery of food items to customers or to the employer's outlets, and

4.1.2 managers trainee managers, or employees in any other managerial position working in an outlet otherwise covered by the Fast Food Industry Award.

4.2 **Existing employee** shall mean an employee employed prior to the date of commencement of wage rates payable under this Agreement.

4.3 **FWC** shall mean Fair Work Commission.

4.4 **NES** means the National Employment Standards under the Fair Work Act.

4.5 **Union** shall mean the Shop, Distributive and Allied Employees' Association.

5. RECOGNITION OF RIGHTS

5.1 The employer recognises the rights of its employees to belong to the Union and of the Union to represent its members and the employer's policy will be that all Pizza Hut employees are encouraged to join the Union.

5.2 The employer and the Union recognise their joint responsibility to ensure this agreement is effective and in the event of any ambiguity the spirit and intention of the Parties should be paramount.

5.3 The employer undertakes upon authorisation to deduct Union membership dues as levied by the Union in accordance with its rules from the pay of employees who are members of the Union. Such monies collected will be forwarded to the appropriate branch of the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

6. CONTINUITY OF SERVICE TO CUSTOMERS AND DISPUTE RESOLUTION / GRIEVANCE PROCEDURE

6.1 The employer and the Union recognise the importance of providing uninterrupted service to customers and agree that their appropriate representatives will confer to resolve any industrial dispute between them without resort to industrial actions of any kind by the Union or its members, or stand downs by the employer. In the event that the matter is not resolved by agreement it will be referred to the FWC. No party will be prejudiced as to the final settlement of any dispute by the continuance of work in accordance with this provision.

6.2 It is also recognised that issues affecting employees should be resolved speedily and effectively without recourse to industrial action of any sort and it is intended that most issues will be resolved informally between the employee and the immediate supervisor.

6.3 In order to promote the speedy, effective and informal resolution of problems it is agreed that the employee with the grievance will first discuss the matter with the immediate supervisor and every effort will be made to resolve it at this early stage. The immediate supervisor will respond to the employee's grievance as soon as possible, and unless there are exceptional circumstances within 24 hours.

6.4 Grievance Procedure

It is recognised that not all problems will be resolved in the above manner; therefore the following formal procedure for the resolution of problems is agreed.

6.4.1 Stage 1 If the issue is not resolved informally between the employee and the immediate supervisor, the employee may then seek advice from the union delegate or other representative and together they may approach the immediate supervisor.

6.4.2 Stage 2 If the issue is not resolved at Stage 1, the employee and the union delegate or other representative will confer with the immediate supervisor and the next level of senior management.

6.4.3 Stage 3 If the matter remains unresolved the employee and the union delegate and if required the union organiser, or other representative, will confer with an appropriate Senior Manager nominated by the employer.

6.4.4 Stage 4 The employer and the Union are totally committed to resolving grievances within the above stages, however, if the matter cannot be settled by the parties they (including the employer and employee) may agree to refer the matter to the FWC for decision which will be binding on and accepted by all parties.

6.4.5 Each stage of the procedure will be undertaken with all possible speed.

7. CONTRACTS OF EMPLOYMENT

7.1 All employees will be engaged either on a full-time, part-time or casual basis.

7.1.1 Full time Employees

Full time employees will be engaged by the week and work 38 hours per week.

7.1.2 Part time Employees

Part time employees will be engaged by the week and receive payment for a minimum of 9 hours per week and a maximum of 35 hours (32 hours in stores trading as "Pizza Hut Express") averaged over the employee's roster cycle under clause 12.2, varying in accordance with operational requirements. An employee may work less than the prescribed weekly minimum in a particular week at the employee's request to meet an exceptional and specific need.

The hourly rate of pay is determined by dividing the weekly rate by 38. All other provisions of this agreement as far as relevant will apply to part time employees on a pro rata basis according to the hours paid at ordinary rates.

The employer acknowledges the benefits of part-time employment over casual employment for both the employer and the employee. The employer is thereby committed to maximise the use of part-time employees wherever practicable.

7.1.3 Casual Employees

7.1.3(a) A casual employee will be engaged by the hour with a minimum payment on any one engagement of two hours.

7.1.3(b) The hourly rate is determined by dividing the weekly rate by 38 to which is added an additional casual loading of 25%.

7.1.3(c) At the employer's discretion, casual employees can be required to accept employment as part-time employees but not so as to reduce their total current weekly earnings.

7.1.3(d) The following provisions shall not apply to casual employees:

- Rostering (except as provided in clause 14.3)
- Public Holidays (except as to subclause 18.5)
- Annual Leave
- Paid Personal / Carers Leave
- Compassionate Leave (except for unpaid compassionate leave)
- Jury Service (except for unpaid jury service)
- Termination of Employment - Weekly Employees
- Redundancy and Introduction of Change - Weekly Employees
- Blood Donor Leave

7.1.4 Notification of Basis of Employment

Upon engagement an employee will be informed by the employer of the basis of engagement, i.e. full-time, part-time or casual. The employer may employ probationary employees provided it advises weekly employees at the time of engagement that during the first four weeks of employment they will be on a period of probation and that employment may be terminated by either party giving the required notice during that period.

7.2 Termination of employment - weekly employees

7.2.1 The employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).

7.2.2 The employer is required to give weekly employees the following period of notice on termination, or the equivalent period of wages shall be paid:-

Length of Service as a Weekly Employee Notice Entitlement

1 year and less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

Employees over the age of 45 years are entitled to one extra weeks notice if they have more than 2 years of continuous service with the employer.

7.2.3 Employees are required to give the employer one weeks notice, or the equivalent period of wages shall be forfeited in lieu of notice.

7.2.4 Where the employer has given notice of termination to an employee, an employee shall be allowed up to one shift off without loss of pay for the purpose of seeking other employment. The time off shall be taken at a mutually agreeable time.

7.2.5 Nothing in this clause shall affect an employer's right to dismiss an employee without notice as set out in clause 29, Disciplinary Procedure in which case an employee shall be entitled to be paid only to the time of instant dismissal.

7.2.6 Payment in lieu of notice shall be calculated using an employee's weekly ordinary time earnings.

7.2.7 Termination pay shall be paid on the next pay day after termination.

7.2.8 The employer shall, when requested, provide to the employee a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.

7.2.9 No employee will be dismissed while on any approved leave provided for in this agreement.

- 7.2.10 Abandonment of Employment - Employees absent from work for a period of two consecutive shifts without the consent of the employer or without notification to the employer shall be deemed to have terminated employment without notice, unless the employee was unable, through no fault of his/her own, to notify the employer. The employer shall make reasonable efforts to contact the employee prior to treating the employment as terminated.

7.3 Standing down of employees

Subject to this provision and by agreement with the National Secretary of the Shop, Distributive and Allied Employees' Association or his/her nominee, the employer has the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible

7.4 Savings - Wages

Employees engaged prior to the date of this agreement commencing shall not suffer a reduction in their existing ordinary rate of pay averaged over the previous 4 week period prior to commencement of this Agreement. Ordinary rate of pay includes any penalty rates received during that period. Employees engaged prior to the date of this agreement will not be replaced by new employees earning a lower rate solely as a result of the introduction of this agreement.

8. CLASSIFICATIONS

8.1 All employees covered by this agreement will be classified as Customer Service Attendants or Delivery Drivers / Order Takers.

8.2 Customer Service Attendants

The classification of Customer Service Attendant will have three skill levels as follows:

8.2.1 Customer Service Attendant Grade 3 - Indicative tasks may include:

8.2.1(a) Preparation of salads, vegetables, dough and other cooking ingredients.

8.2.1(b) Placing toppings or fillings on company products and preparing auxiliary menu items.

8.2.1(c) Providing a table and counter service to customers including serving alcohol.

8.2.1(d) Receiving money and taking orders from customers.

8.2.1(e) Delivering the employer's products.

8.2.1(f) Receiving, storing and distributing goods.

8.2.1(g) incidental cleaning.

8.2.2 Customer Service Attendant Grade 2 - is an employee who has the major responsibility on a day to day basis for supervising CSA Grade 3 employees and/or training new employees.

8.2.3 Customer Service Attendant Grade 1 - is an employee appointed by the employer to be in charge of a shop, food outlet, or delivery outlet.

The tasks listed above for the various Grades are only indicative of the types of duties employees may be required to perform at the various levels and are in no way meant to be exhaustive descriptions of functions at each level.

8.3 Customer Service Attendants at higher skill levels will perform work at lower skill levels whenever required and requested, without loss of pay.

8.4 The necessary training to achieve the skill levels will be provided by the employer in working time.

9. RATES OF PAY

9.1 General principles

9.1.1 Rates of pay expressed in subclause 9.2 below provide for all conditions of employment with the employer. Unless otherwise provided in this agreement, no allowance or loadings of any form will be paid for varying workplace conditions or working time.

9.1.2 Extra rates in this agreement are in substitution for, not cumulative with, other rates arising under this agreement.

9.1.3 Weekly rates in this agreement shall be rounded to the nearest ten cents. Allowances shall be rounded to the nearest cent.

9.2 Subject to the Savings provisions set out in clause 7.4, the rates of pay of Customer Service Attendants will be in accordance with the following tables which show the applicable increases and which are operative from the first full pay period to commence on or after the dates shown.

9.2.1 Adult full time Customer Service Attendants

Note – the employer will also be required to pay any additional amounts required to meet the applicable modern award minimum base rate under s.206 of the Fair Work Act.

Classification & Relativity	Transitional Fast Food Award Base Rate	Effective f.f.p.p. commencing 7 days after approval by FWC	Effective f.f.p.p. on or after 15 January, 2015	Effective f.f.p.p. on or after 1 July 2015
CSAs –		Transitional FF Award rate plus 7.2%		
CSA 1 Manager / Person in Charge - 2 or more persons - one or no persons	744.40 735.70	798.00 788.70	FF Award rate + 7.2%	FF Award rate + 7.2%
CSA 2 Shift Supervisor / Team Trainer	713.60	765.00		

CSA 3				
- Cashier /	675.60	724.20		
Delivery Driver				
- Kitchen Hand	673.70	722.20		
Delivery drivers shall also receive the per delivery amount when using their own vehicle		2.02 per delivery	N/A	Add FF Award percentage wage increase calculated at FF L1 rate

10. JUNIOR EMPLOYEES

The minimum rates of wages to be paid to junior employees will be the following percentages of the rates prescribed for the appropriate Grade of work as a Customer Service Attendant performed by such junior:

Age

15 years of age	40%
16 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%

11. HOURS OF EMPLOYMENT

11.1 The ordinary hours of work will not exceed 38 hours per week for full-time employees averaged over a 4 week cycle. All full-time employees must be rostered in such a way that they receive at least two consecutive days off each fortnight.

11.2 The ordinary hours of work for part-time employees will be within the limits specified in Clause 7, Contracts of Employment, and will be worked in accordance with the provisions of this clause.

11.3 The daily hours of work, exclusive of meal breaks, will be worked continuously and will not be less than -

11.3.1 2 hours for casuals and delivery drivers,

11.3.2 2 and a half hours for other employees,

or more than 10 hours within a spread of 12 hours. By mutual agreement between the employer and the employee, the ordinary hours of work may be worked in two separate periods.

12. ROSTERING

12.1 Within the limits of ordinary hours specified by this agreement each full time employee will be given a regular starting and ceasing time which will only be changed with a minimum of seven days notice. A roster will not be changed for the purpose of

evading any of the employees' entitlements pursuant to Clause 18, Public Holidays of this agreement.

12.2 Rosters will be arranged so that weekly employees work one of the following roster patterns:

12.2.1 no more than 5 days within seven;

12.2.2 no more than 10 days within fourteen;

12.2.3 no more than 15 days within twenty-one;

12.2.4 no more than 20 days within twenty-eight.

12.3 Other than working a shift in two separate periods under clause 11.3, an interval of ten hours will elapse between the completion of ordinary hours on one shift and the commencement of ordinary hours on the following shift.

12.4 A roster for all weekly employees showing the name of the employee and the time to be worked on each day of the week will be posted by the employer in a prominent place. The employer shall notify employees of the start and finish dates of the roster cycle. No employee will be compelled to remain on the employer's premises during the employee's rostered time off.

12.5 The amount of hours worked by a part-time employee on a weekly basis, the days on which the hours are worked and the commencing and ceasing times of work may be changed by giving not less than seven days notice.

12.6 The period of 7 days notice referred to in 12.1 and 12.5 above may be reduced by mutual agreement.

12.7 Employees are to be ready to commence work at their work station at their rostered starting time. Failure to do so may enable the employer to deduct payment for the time otherwise lost.

12.8 Where the employer requires an employee to perform or complete a task that will take the employee past the rostered finishing time, the employee will be entitled to payment until the actual finishing time.

13. MEAL BREAKS

13.1 An employee who works more than five hours on any day will be allowed an unpaid meal break of not less than thirty minutes and not more than one hour each day.

13.2 The meal breaks referred to in subclause 13.1 will be given and taken so that no employee will work more than five consecutive hours without a meal break.

13.3 In lieu of the above unpaid mealbreak, an employee performing shift supervision duties may be required to have a 20 minute paid crib break, which is to be taken according to operational requirements.

13.4 To meet special cases, mutual agreements may be made between the employer and an employee regarding meal times.

14. OVERTIME

14.1 **Full-time employees** - all work performed

- 14.1.1 outside the spread of 12 hours per day;
- 14.1.2 in excess of 10 hours on a daily basis;
- 14.1.3 outside the rostered hours and days of work for which notice of change of roster was not given except as provided in clause 12;
- 14.1.4 in excess of an average of 38 hours per week over the roster cycle;
- 14.1.5 in excess of the number of days specified in Clause 12.2;

will be overtime.

14.2 Part-time employees - all work performed

- 14.2.1 outside the daily and weekly limits of hours specified for Part-time employees;
- 14.2.2 outside the spread of 12 hours per day;
- 14.2.3 in excess of 10 hours on a daily basis;
- 14.2.4 outside the rostered hours and days of work for which notice of change of roster was not given except as provided;
- 14.2.5 in excess of the number of days specified in Clause 12.2;

will be overtime.

Part-time employees may by mutual agreement work hours within the daily and weekly limits specified in this agreement for part-time employees and receive payment for those additional hours at the ordinary rate of pay. Additional hours worked that are not subject to the abovementioned mutual agreement will be paid as overtime.

14.3 Casual employees - all work performed

- 14.3.1 outside the spread of 12 hours per day;
- 14.3.2 in excess of 10 hours on a daily basis;
- 14.3.3 in excess of 38 hours per week;
- 14.3.4 in excess of the number of days specified in Clause 12.2;

will be overtime.

14.4 The rate of payment for overtime will be time and one half for the first two hours and double time thereafter. The employer shall inform employees of the procedure for authorisation of overtime and employees shall not be paid at overtime rates unless so authorised.

14.5 Reasonable Overtime

- 14.5.1 Subject to the following, employees shall work reasonable overtime as required by the employer.

14.5.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

14.5.2(a) any risk to employee health and safety;

14.5.2(b) the employee's personal circumstances including any family responsibilities;

14.5.2(c) the needs of the workplace or enterprise;

14.5.2(d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

14.5.2(e) any other relevant matter.

14.6 Overtime worked on a public holiday will be paid for at the rate of double time.

14.7 For work performed on a rostered day off a weekly employee will be entitled to a minimum payment of three hours at the appropriate overtime rate.

14.8 An employee who is engaged on a broken shift of two periods and who is required to work during any time while rostered off duty, will be paid for such time worked at the rate prescribed in subclause 14.4.

14.9 Employees who are required to attend staff meetings or additional formal training sessions outside their normal rostered hours shall be paid at ordinary rates with a minimum payment of 1 hour on each occasion. The employer may make use of this subclause on no more than 6 occasions in any one establishment in any one year and shall provide 7 days notice or such lesser period as is mutually agreed.

14.10 If an employee is so long on overtime duty that they have not had ten hours rest before the next rostered starting time, they will be allowed ten hours rest without deduction of pay or will be paid at overtime rates for all time worked until they have had at least ten hours rest.

14.11 In computing overtime, all overtime worked each day will stand alone, that is, overtime will be computed on a daily basis.

14.12 An employee required to work overtime for one and a half hours or more and who has not been notified the day before of this requirement will be paid the allowance under clause 32 for each subsequent meal or provided with a meal or meals free of charge.

14.13 An employee working overtime will be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked.

14.14 By mutual agreement overtime may be given as time off provided that:

14.14.1 Time off will be calculated at the penalty equivalent, that is, actual overtime hours worked will be multiplied by one and a half or two times as appropriate to calculate the amount of time off to be given to the employee.

14.14.2 The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.

14.14.3 Time off must be taken within one calendar month from the time overtime is worked, or it will be paid out.

15. OCCUPATIONAL SUPERANNUATION

Employer obligations under the Superannuation Guarantee Act shall be met by monthly payment of contributions into REST.

16. HIGHER GRADE WORK

An employee employed for more than 2 hours on any one day on duties carrying a higher rate than the employee's ordinary classification, other than for the purpose of formal training, will receive payment at the higher rate for the day. If engaged for two hours or less, payment will be for the actual time worked at the higher rate.

17. PAID PERSONAL / CARER'S LEAVE

17.1 Employees other than casuals absent from work by reason of –

17.1.1 personal illness or injury, not arising from any illness or injury for which they are entitled to workers' compensation,

17.1.2 to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, personal injury or an unexpected emergency affecting the member,

will be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations.

17.2 Employees will wherever practicable inform the employer of their inability to attend for duty and, as far as practicable, state the nature of the illness, injury or emergency and the estimated duration of the absence. The granting of personal / carer's leave shall be subject to employees notifying the employer wherever possible at least 2 hours before the employee's rostered commencement time.

17.3 They will furnish to the employer such reasonable evidence as the employer may require that they were unable by reason of such illness, injury or emergency, to attend for duty for the hours for which leave is claimed; provided that a medical certificate will not be required in respect of the first single day's absence in any sick leave year. This does not lessen the obligation placed on the employee as set out in subclause **17.2** above.

17.4 For each year of service with the employer, an employee (other than a casual) is entitled to 10 days of paid personal/carer's leave.

17.5 Accrual of leave

17.5.1 An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work each completed 4 week period.

17.5.2 Leave will accumulate from year to year and any balance not taken will be available subject to the above provisions.

17.5.3 Part-time employees will be credited with sick leave based on the proportion of hours worked by the employee over 38.

17.6 When an employee's illness during annual leave exceeds thirty eight hours and is covered by a medical certificate, it will be regarded as personal leave and an equivalent number of hours will be added to the employee's annual leave.

18. PUBLIC HOLIDAYS

Note – see summary matrix at Schedule 6 to this agreement

18.1 Full-time and part-time employees will be entitled to the following public holidays without loss of pay:

Christmas Day
Boxing Day
New Years Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Labour Day or Eight Hour Day
The Birthday of the Reigning Sovereign

Any other day or part-day declared or prescribed by or under a law of a State to be observed generally within the State (or a region of the State) as a public holiday.

18.2 Where public holidays are declared or prescribed on days other than those set out in subclause 18.1 above, those days shall constitute additional holidays for the purpose of this agreement.

18.3 Non-working days

18.3.1 A full-time employee whose non-working day falls on a public holiday will receive by mutual agreement -

18.3.1(a) another day off in lieu to be taken within twenty-eight days of the holiday;

18.3.1(b) an additional day's pay; or

18.3.1(c) an extra day added to annual leave.

The above shall not apply to Anzac Day when it falls on a weekend, or to Easter Saturday.

18.3.2 A part-time employee, regularly rostered to work 5 days per week, other than those employed at 'Pizza Hut Express' stores, whose non-working day falls on a public holiday will receive by mutual agreement either **18.3.1(a), (b) or (c)**.

The above shall not apply to Anzac Day when it falls on a weekend, or to Easter Saturday.

18.3.3 A part-time employee for whom a public holiday falls on a day of the week that forms part of the employee's regular roster cycle but is not rostered to work on the holiday shall be entitled to -

18.3.3(a) another day off in lieu to be taken within twenty-eight days of the holiday;

18.3.3(b) an additional day's pay; or

18.3.3(c) an extra day added to annual leave.

18.4 Where days other than those listed in subclause 18.1 above have special significance due to an employee's religious or cultural beliefs, the employer and an employee may agree to substitute alternative days.

18.5 Excepting where it has been agreed to change the day a holiday is observed, all work done by weekly employees on any of the holidays prescribed in this clause shall be paid at the rate of double time. Casuals shall receive a total of 200% of the ordinary hourly classification rate for work on the day.

18.6 Where an employee is absent from employment on the working day before or after a public holiday without reasonable excuse or without the consent of the employer, the employee shall lose the entitlement to payment for one public holiday for each day so absent.

18.7 For the purpose of this clause, 'day' shall mean the average number of daily hours worked by the employee in the four weeks immediately prior to the day on which the holiday falls.

19. ANNUAL LEAVE

19.1 All weekly employees shall be entitled to annual leave on full pay equal to four working weeks (i.e. 152 hours for full-time employees and pro-rata for part-time employees) exclusive of public holidays after 12 months continuous service. Employees taking annual leave shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the period of leave.

An employee who is performing work at a higher grade prior to a period of annual leave and has the reasonable expectation of doing so after the period of the leave, should be paid for the period of leave at the higher grade rate on the basis that these are the wages the employee would have received had the employee not been on leave.

19.2 Where the number of hours worked by a part-time employee varies throughout the course of the year, entitlements to annual leave shall be calculated upon the average number of ordinary hours worked during the year of accrual.

19.3 Where an employee has an entitlement to any public holiday under Clause 18, Public Holidays and this holiday falls within an employee's period of annual leave, there shall be added to that period one day being an ordinary working day for each such holiday observed.

19.4 Should an employee not complete 12 months service the employee shall on the termination of employment be entitled to pay on a pro rata basis at the rate of one twelfth of a week's pay per completed week of service at ordinary time rates.

19.5 Any time in respect of which an employee is absent from work on approved paid leave shall count for the purpose of determining the right to or accrual of annual leave.

19.6 Annual leave shall be taken at a time mutually agreed upon by the employer and employee according to the needs of the business. In the absence of agreement it shall be taken at a time fixed by the employer. Annual leave shall be given and taken either in one consecutive period, or two periods which shall be of three weeks and one week respectively, or if the employee and the employer so agree, in any combination of periods as long as one is of at least 1 week.

19.7 Except as provided below, annual leave shall be granted to and taken by the employee within a period of nine months from the day on which it became due, and the employee shall be given at least six weeks notice by the employer of the date that such leave will commence. Under no circumstances shall the employee forfeit the annual leave entitlement.

19.8 By mutual agreement with the employer, employees can take two weeks annual leave in one year so that they can take up to 6 weeks leave in the following year.

19.9 During a period of annual leave a weekly employee will receive a loading of 17.5 percent of the weekly rate for each week taken. This loading does not apply to proportionate leave on termination.

19.10 Provided the employer receives at least one week's notice, annual leave of one week or more shall be paid in advance of the commencement of the leave.

19.11 Payment in lieu of annual leave shall not be made by the employer and not be accepted by the employee except in accordance with all requirements of this clause.

19.12 Cashing Out of Annual Leave

19.12.1 Where a full-time team member has an annual leave entitlement in excess of 228 hours (or pro rata amount for part-time team members), the Company may, at the written request of the team member, pay to the team member an amount equal to the team member's ordinary rate of pay inclusive of leave loading, for his or her annual leave entitlement in excess of 228 hours and reduce the team member's annual leave entitlement accordingly.

19.12.2 This cashing out of annual leave shall be made so that the team member will have a minimum of 228 hours of annual leave entitlement (or pro-rata amount for part-time team members) remaining and will not affect the team member's right to reasonable rest and recreation. Pursuant to this requirement, prior to exercising the opportunity to receive payment out of untaken leave in accordance with these provisions, employees must have taken at least 2 weeks annual leave in that anniversary year.

19.12.3 Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee. The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

20. WAGES AND TIME SHEETS; PAYMENT OF WAGES

20.1 Wages shall be paid fortnightly or weekly in arrears at the employer's option. Where the employer intends to change from weekly pays to fortnightly pays without one week's pay in advance, the following procedure shall apply in respect of existing employees -

20.1.1 The first fortnightly pay shall include one week's pay in advance. The one week's pay in advance shall be phased out at a rate which the individual employee elects over a maximum period of five months.

20.1.2 Employees may elect to change to a fortnightly pay immediately without one week in advance.

20.2 Payment may be made by Electronic Funds Transfer into a bank account nominated by the employer, or by cash or cheque at the employer's option.

20.3 The employer shall pay wages within three days of the end of each pay period.

20.4 Employees shall be supplied each pay period with a statement detailing the calculation of their wages and the deductions made from their wages. The employer will keep a record showing the number of hours worked per day by each employee and the payment to each employee, such records to be accessible at reasonable times to officials of the union.

20.5 Annual leave entitlements shall be shown on payslips where the employer's payroll software permits this without additional cost and is otherwise practicable in the circumstances.

21. COMPASSIONATE LEAVE

21.1 A full-time or part-time employee will, on production of evidence satisfactory to the Company, be granted on each occasion a maximum of three days leave without loss of pay as compassionate leave where a near relative or a member of the employee's household –

21.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or

21.1.2 sustains a personal injury that poses a serious threat to his or her life; or

21.1.3 dies.

For the purpose of this clause 'a near relative' means the father or mother, husband or wife including de-facto husband or wife, or a brother or sister, child (including step-child or foster child), mother-in-law or father-in-law, son-in-law or daughter-in-law, grand-parents-in-law, step-father or step-mother, step-brother or step-sister, grandchild, grandparents, of the employee.

21.2 The employee may take compassionate leave if the leave is taken -

21.2.1 to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or

21.2.2 after the death of the member of the employee's immediate family or household referred to above.

21.3 A full-time or part-time employee shall be entitled to take paid leave for each such occasion. A casual employee's entitlement is to unpaid leave only.

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

21.5 Proof of the occasion shall be provided by the employee to the reasonable satisfaction of the employer, together with proof of attendance in the case of a funeral outside Australia.

21.6 There shall be no entitlement to leave under this clause where an employee is absent from work on another form of approved leave.

22. BLOOD DONOR LEAVE

22.1 A full-time employee who is absent during ordinary working hours for the purpose of donating blood will not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year. The employee will arrange for this absence to be on a day suitable to the employer and be close as possible to the beginning or ending of the employee's ordinary working hours.

22.2 Proof of attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance will first be furnished to the satisfaction of the employer prior to payment being made for the absence.

22.3 The employee will notify the employer as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.

23. JURY SERVICE

23.1 A full-time or part-time employee will be allowed leave of absence when required to attend for jury service. During such leave of absence, an employee will be paid the difference between the jury service fees received and the employee's agreement rate of pay as if working.

23.2 An employee will be required to produce to the employer proof of jury service fees received and proof of requirements to attend for jury service.

23.3 An employee will give the employer notice of the requirement to attend for jury service as soon as practicable after receiving notification.

24. PARENTAL LEAVE AND FLEXIBLE WORK ARRANGEMENTS

24.1 Full-time, part-time and casual employees (casuals must have been engaged on a regular and systematic basis) who have at least twelve months continuous service shall be entitled to Parental Leave (unpaid Maternity, Paternity and Adoption Leave and the right to work part-time with the consent of the employer) in accordance with the National Employment Standards (NES), from the commencement of this agreement.

24.2 Disputes over an employer's refusal of an employee's request to work flexible hours or return to work on a part-time basis under the NES shall be dealt with in accordance with clause 6 – Continuity of Service to Customers and Dispute Resolution / Grievance Procedure.

25. TRADE UNION TRAINING LEAVE

25.1 A union delegate will, upon the consent of the employer which shall not unreasonably be withheld be granted up to five days leave with pay each calendar year, non cumulative, to attend courses conducted or approved by the Union which are designed to promote good industrial relations and industrial efficiency in the fast-food industry.

The notice to the employer, will be in writing and will include details of the type and content of the course to be attended and the dates upon which the course is to be conducted.

As far as possible the courses to be attended will be those most suited to the industrial situation pertaining to the fast-food industry.

25.2 Leave will be granted by the employer on the dates notified by the Union but will be subject to the employee or the Union giving no less than one calendar month's notice of the intention to attend such course or such lesser period as maybe agreed between the employer, the Union and the employee concerned.

25.3 Except in the case of a new unit opening, only employees who have completed six months continuous service with the employer will be eligible for leave pursuant to this clause.

25.4 The taking of such leave will be arranged so as to minimise any adverse effect on the employer's operation.

25.5 Leave of absence granted pursuant to this clause will count as service for all purposes of this agreement, and other relevant legislation.

25.6 Each employee permitted leave in accordance with this clause will be paid all ordinary time earnings which they would have been paid had they not been absent on such leave.

25.7 The employer will not be required to pay the costs of travel to and from the place where such courses are conducted and/or any accommodation costs during such leave.

25.8 Leave granted will not incur any additional payment to the extent that the course attended coincides with any other period of paid leave pursuant to this agreement.

25.9 On completion of the course the employee will, upon request, provide to the employer satisfactory proof of their attendance at the course.

25.10 Employees granted leave pursuant to this clause will, upon request inform the employer after the completion of the course of the nature of the course and their observations on it.

25.11 Employees' who are rostered to work on the evening and night of a day on which training takes place, will not be required to present themselves for work on that evening or night and shall receive payment at ordinary time rates for that rostered shift.

26. DEFENCE FORCES AND EMERGENCY SERVICES LEAVE

26.1 Defence Force Leave

26.1.1 Subject to operational requirements, an employee, other than a casual, shall be allowed unpaid leave or paid leave using accrued annual or long service leave entitlements, to attend Defence Forces Reserve approved training where the absence is reasonable having regard to all the circumstances.

- 26.1.2 Employees seeking to take Defence Force Services Leave must provide notice to Pizza Hut at least one month prior to the period of training. The notice should detail the start and finish dates for training.

NOTE – see also provisions of the Defence Reserve Service (Protection) Act 2001

26.2 Community Services Leave

- 26.2.1 Employees carrying out of a voluntary emergency management activity shall be permitted to take unpaid leave, or paid leave using accrued annual or long service leave entitlements, where the absence is reasonable having regard to all the circumstances.
- 26.2.2 The provisions of Division 8 of Part 2-2 of the Act shall be used in interpreting the provisions of this sub-clause.

27. UNPAID LEAVE

27.1 An employee (including a casual) may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in 17.1.2, subject to the evidence requirements in 17.3.

27.2 An employee may take unpaid carer's leave for a particular permissible occasion as:

27.2.1 a single continuous period of up to 2 days; or

27.2.2 any separate periods to which the employee and his or her employer agree.

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

27.4 Otherwise, weekly full-time and part-time employees may by agreement with the employer be entitled to take periods of unpaid leave of more than one week and up to 12 months without breaking their continuity of employment. All accrued entitlements, including long service, annual and sick leave and public holidays will be frozen from the date of commencing unpaid leave until the date of return.

28. REST PAUSES

28.1 An employee who works more than four hours on any day shall be allowed a rest pause of ten minutes.

28.2 An employee who works in excess of five hours on any day shall be allowed both a meal break and one rest pause of ten minutes. Provided that where such meal break commences on or before the middle of a shift, then the rest pause shall be taken after the meal break and where the meal break commences after the middle of a shift then the rest pause shall be taken before the meal break.

28.3 An employee who works eight hours or more on any day shall be allowed two rest pauses (each of ten minutes duration) if only one meal break is taken or one rest pause of ten minutes if two meal breaks are taken.

Provided that where two rest pauses and one meal break are taken, then one rest pause shall be taken before the meal break and one rest pause shall be taken after the meal break.

Provided further that where two meal breaks and one rest pause are taken during any shift then the rest pause shall be taken during the longest unbroken part of such shift.

28.4 No rest pauses shall be given or taken within one hour of the employee's commencing or ceasing time or within one hour before or after any meal or crib break.

28.5 Rest pauses will be counted and paid as time worked.

29. DISCIPLINARY PROCEDURE

29.1 Formal disciplinary action for dealing with substandard performance or misconduct involving employees shall be in accordance with the following procedure:

29.1.1 Counselling and Retraining

Where an employee's performance is substandard in the employer's opinion, formal disciplinary action should only be undertaken after the employee has had the opportunity of counselling and/or retraining and also a review of expected performance standards.

In cases where an employee's performance continues to be substandard in the employer's opinion, the following steps will apply:

29.1.1(a) Step One: Initial Warning

Usually, an initial written or verbal warning will be issued in cases of continued substandard performance or minor misconduct.

29.1.1(b) Step Two: Final Written Warning

Usually, a final written warning will be issued in cases where substandard performance continues after the employee has previously received an initial warning, or for minor misconduct, or for serious misconduct where instant dismissal is not warranted.

29.1.1(c) Step Three: Dismissal

Dismissal will usually follow when the employee has failed to comply with the final written warning.

29.1.1(d) Instant Dismissal

The employer may dismiss an employee without notice for serious misconduct at work including but not limited to rudeness or abuse to customers, dishonesty, drunkenness or being under the influence of illegal drugs, or in unauthorised possession of or misuse of drugs, in which case the employee shall be entitled to be paid up to the time of dismissal only.

29.2 All written warnings shall be placed on the employee's personnel file. The employee shall be requested to sign the warning. The employee shall be entitled to a copy of a warning upon request.

29.3 Warnings for substandard performance should include an improvement plan for the employee, stating the time frame for sustained improvement to occur.

29.4 The employee or employer may require the presence of a representative or witness at the disciplinary interview.

30. TRANSPORT

Where an employee is detained at work beyond their rostered ceasing time until it is too late to travel by public transport or other regular means of conveyance to the employee's usual place of residence, the employer will provide suitable transport at no cost to the employee.

31. VEHICLE - TRAVEL ALLOWANCE, DELIVERY DRIVER INSURANCE, MOBILE PHONES

31.1 Except as provided below, employees who are required to provide and maintain a suitable vehicle as part of their duties of delivering company products to customers, shall be paid the amounts set out in subclause 9.2 as full reimbursement for costs incurred.

31.2 Delivery drivers required to use their vehicle for other than delivering company products to customers (e.g. inter-store stock transfers) shall be paid at the higher of either the private vehicle kilometre rate under sub-clause 31.5.1 below, or the per delivery amount otherwise payable for home deliveries.

31.3 Where driver insurance is provided by the employer, the employer may deduct the actual cost of the insurance from the amount paid to drivers. This provision shall only apply to drivers employed after the date of introduction of driver insurance.

31.4 Delivery employees shall not be required to provide a mobile phone as part of their duties. Where it is mutually agreed between the manager and employee beforehand that an employee will use their own mobile phone as part of their duties, the employee will be reimbursed the cost of calls incurred on the employer's behalf.

31.5 Reimbursement of Travelling Expenses Other than Delivery Drivers

31.5.1 Where employees agree to use their private vehicle on Company business they shall be reimbursed for such use at the per kilometre rate provided in clause 32 - Allowances.

31.5.2 Where at the employer's direction employees are required to temporarily transfer from one of the employer's establishments to another, they shall be entitled to the following:

Any additional fare costs for using public transport,

or

Any additional costs for private kilometerage, calculated at the per kilometre rate in 31.5.1 and 32.3.

Payment of any additional travelling time at the ordinary time earnings rate except on Public Holidays when payment shall be at time and one half.

Provided that such payments shall cease when the employee has been permanently transferred to the establishment.

32. ALLOWANCES

32.1 An employee who holds an appropriate first aid qualification and is appointed by the employer to carry out first aid will be paid an additional flat payment of \$2.18 per

day. This amount shall be increased by the FF Award percentage wage increase calculated at FF L1 rate on 1 July 2015.

32.2 The meal allowance on overtime under clause **14.12** is **\$11.76**. This amount shall be increased by the FF Award percentage wage increase calculated at FF L1 rate on 1 July 2015.

32.3 The per kilometre rate for use of a private vehicle under sub-clause **31.5** is the amount applicable under the Fast Food Award (currently **\$0.76**).

33. UNION DELEGATES

One employee elected or appointed as union delegate in the workplace will, upon notification to the employer by the union, be recognised as the accredited representative of the union. Additional delegates may be appointed to suit local requirements and shift patterns by agreement with the employer, such agreement not to be unreasonably withheld.

34. POSTING OF AGREEMENT

A copy of this Agreement together with any variations made from time to time will be kept at the workplace readily accessible to all employees covered by this Agreement.

35. UNIFORMS

35.1 Where special uniform items are required to be worn by the employer they shall be supplied by the employer and remain the property of the employer.

35.2 Employees shall supply and wear pants, skirts, stockings, socks and shoes of a colour to be determined by the employer. Shoes shall have a rubber sole and full leather or vinyl upper.

35.3 Uniform allowance

35.3.1 Where special uniform items are required to be worn by the employer, the employer must reimburse the employee for the cost of purchasing the special uniform items. Alternatively, the items may be supplied by the employer and remain the property of the employer.

35.3.2 Employees shall maintain all items in a clean, presentable and safe condition. The following allowance will be paid:

	First f.p.p.c. on or after start of agreement*
Full-time employees per week	\$4.86
Part-time and Casual	
- per single shift per week	\$1.62
- per two shifts per week	\$3.24
- per three or more shifts per week	\$4.86

35.3.3 The above amounts shall be increased by the FF Award percentage wage increase calculated at FF L1 rate on 1 July 2015.

35.4 This allowance shall not apply to pants, skirts, stockings, socks and shoes which are not special uniform items. Employees shall supply and wear these items, which will be of a colour to be determined by the employer. Shoes shall have a rubber sole and full leather or vinyl upper.

35.5 Where uniforms are supplied to an employee, a once only deposit of up to \$30.00 (not exceeding the value of the uniform) shall be paid by the employee by means of \$5.00 instalments withheld by the employer from the employee's wages during the first six pay periods. This deposit shall be repaid to the employee on termination provided the uniforms issued to them are returned to the employer in good condition, fair wear excepted.

In lieu of such deposit, employers may withhold up to \$30.00 (not exceeding the depreciated value of the uniform) from the termination payment due to any employee until such time as the employee returns any uniform in his or her possession in good condition, fair wear and tear excepted.

35.6 Delivery drivers may be required to pay an additional one-off payment of \$20.00 as a deposit upon being provided with an insulated, showerproof delivery jacket. The \$20.00 will be returned to the employee after 12 months or upon return of the jacket in good condition (fair wear and tear excepted) if the employee terminates employment before the 12 month period expires.

35.7 The employer will provide and maintain protective clothing for employees where the nature of the work performed is likely to damage clothing.

35.8 Employees engaged as part of their duties to deliver company products to customers will be provided with waterproof trousers upon request, such pants to remain the property of the employer.

36. AMENITIES

36.1 Lockers and Change Room Facilities

Where practicable, the employer will provide locker accommodation for each employee. Lockers, where provided, will be maintained in good working order.

The Company will provide, where practicable, suitable dressing room facilities for its employees.

36.2 Notice Board

The employer will provide in a suitable position a section of notice board of reasonable dimensions, or a number of such noticeboards, as necessary in the circumstances. An accredited union representative will be entitled to post on the notice board formal union notices signed by the Secretary of the union. Notices shall be referred to the employer before being posted on the noticeboard. The noticeboard shall be maintained in an orderly fashion.

37. BUSINESS CHANGING HANDS AND CONTINUITY OF SERVICE

With regard to service related entitlements of employees provided in this agreement, service shall be deemed to be continuous upon the sale or transfer of a business from one employer party to another who continues to employ the particular employee.

38. SEXUAL HARASSMENT

38.1 It is acknowledged that sexual harassment in the workplace is totally unacceptable and the parties undertake to take whatever steps are necessary to prevent such practices.

38.2 Any complaint shall be immediately investigated by the employer and every endeavour made to resolve the matter promptly.

39. EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity policy as set out in the Yum Employee Benefits Handbook shall apply.

40. OCCUPATIONAL HEALTH & SAFETY

The Occupational Health and Safety policy as set out in the Yum Employee Benefits Handbook (or equivalent) shall apply.

41. FLEXIBILITY TERM

41.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

41.1.1 the agreement deals with 1 or more of the following matters -

- 41.1.1(a) arrangements about when work is performed;
- 41.1.1(b) overtime rates;
- 41.1.1(c) penalty rates;
- 41.1.1(d) allowances;
- 41.1.1(e) leave loading; and

41.1.2 the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph 35.1.1; and

41.1.3 the arrangement is genuinely agreed to by the employer and employee.

41.2 The employer must ensure that the terms of the individual flexibility arrangement-

41.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and

41.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

41.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

41.3 The employer must ensure that the individual flexibility arrangement:

41.3.1 is in writing; and

41.3.2 includes the name of the employer and employee; and

41.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

41.3.4 includes details of -

41.3.4(a) the terms of the enterprise agreement that will be varied by the arrangement; and

41.3.4(b) how the arrangement will vary the effect of the terms; and

41.3.4(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

41.3.4(d) states the day on which the arrangement commences.

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

41.5 The employer or employee may terminate the individual flexibility arrangement -

41.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

41.5.2 if the employer and employee agree in writing — at any time.

42. SIGNATURES

Signed for and on behalf of the parties to this agreement -

Signed this _____, 2014.

Signed for and on behalf of the Shop,
Distributive and Allied Employees'
Association

(Signature)

53 Queen Street, Melbourne Victoria 3000

(Print name)

Authority to sign:

(Position)

Signed for and on behalf of
Pizza Hut

(Signature)

(Address)

(Print name)

Authority to sign:

(Position)

42. SIGNATURES

Signed for and on behalf of the parties to this agreement -

Signed this 23rd June 2014.

Signed for and on behalf of the Shop,
Distributive and Allied Employees'
Association

53 Queen Street, Melbourne Victoria 3000

J. De Bruyn
(Signature)

JOSEPH DE BRUYN
(Print name)

Authority to sign:

NATIONAL SECRETARY - TREASURER,
(Position)

Signed for and on behalf of
Pizza Hut

20 Rodborough Rd
FRENCHS FOREST, NSW
(Address) 2086

N Bowles
(Signature)

NICHOLE BOWLES
(Print name)

Authority to sign:

HEAD OF HUMAN RESOURCES - PIZZA HUT SOPAC
(Position)

SCHEDULE 1: REDUNDANCY AND INTRODUCTION OF CHANGE – WEEKLY EMPLOYEES

1. DEFINITIONS

In this schedule -

1.1 **Continuous service** includes all service with the employer from the date of engagement, but does not include in any anniversary year of accrual:

1.1.1 unauthorised absences of more than one week

1.1.2 unauthorised unpaid absences of more than one week (including unpaid absences due to sick leave).

1.2 **Small employer** means an employer who employs fewer than 15 employees.

1.3 **Weeks' pay** means the ordinary time rate of pay for the employee concerned.

2. INTRODUCTION OF CHANGE

2.1 Where the employer 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 employer shall notify the employees who may be affected by the proposed changes and their union or other appointed representative.

2.2 '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 or days of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the agreement makes provision for alteration of any of the matters referred to in this paragraph an alteration will be deemed not to have significant effect.

2.3 The employer shall discuss with the employees affected and their union or other appointed representative the introduction of the above changes, the effects the changes are likely to have on employees, measures to avert or mitigate any adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union or other appointed representative in relation to the changes. The discussions will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to above.

For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their union or other 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. The employer shall not be required to disclose confidential information the disclosure of which would be detrimental to the employer's interests.

3. DISCUSSIONS BEFORE TERMINATIONS

3.1 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing 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 employees directly affected and with their Union or other appointed representative.

3.2 The discussions shall take place as soon as is practicable and shall cover, amongst other matters the reasons the proposed terminations are required, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the Union or other appointed representative, 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 interests.

4. TRANSFER TO LOWER PAID DUTIES

Where an employee is transferred to lower paid duties for reasons set out in 1.1 above, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if they had been terminated, and the employer may 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. SEVERANCE PAY

5.1 Severance pay - other than employees of a small employer

An employee, other than an employee of a small employer as defined, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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

5.2 Severance pay - employees of a small employer

An employee of a small employer as defined whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service**Severance pay**

Less than 1 year

Nil

1 year and less than 2 years

4 weeks' pay

2 years and less than 3 years

6 weeks' pay

3 years and less than 4 years

7 weeks' pay

4 years and over

8 weeks' pay

5.3 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.

5.4 Continuity of service shall be calculated in the manner prescribed by clause 1.1. Provided that service prior to 30 September 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 5.2.

5.5 The above payments do not apply under the situations under s.122 of the Act, that is, where –

5.5.1 the employer obtains other acceptable employment for the employee; or

5.5.2 where in a transfer of employment situation, if the second (new) employer recognises the employee's service with the first (old) employer; or

5.5.3 the employee rejects an offer of employment made by another employer (the second employer) that:

5.5.3(a) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before the termination;

5.5.3(b) and recognises the employee's service with the first employer; and

5.5.3(c) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee.

6. EMPLOYEE LEAVING DURING NOTICE

An employee whose employment is terminated for reasons set out in clause 1 above may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payment under this schedule had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

7. TIME OFF DURING NOTICE PERIOD

7.1 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.

7.2 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 they shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

8. TRANSMISSION OF BUSINESS

8.1 Where a business is before or after the date of this agreement, transmitted from one employer (in this subclause called 'the transmittor') to another employer (in this subclause called 'the transmittee') and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

- 8.1.1 the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission:
and
- 8.1.2 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 transmittee.
- 8.1.3 In this subclause 'business' includes trade, process, business or occupation and includes part of any such business and 'transmission' includes transfer, conveyance, assignment or secession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

9. EMPLOYEES WITH LESS THAN ONE YEAR'S SERVICE

This schedule shall not apply to employees with less than one year's continuous service and the general obligation on the employer should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

10. EMPLOYEES EXEMPTED

This schedule shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

SCHEDULE 2: DISABLED WORKERS

1. WORKERS ELIGIBLE FOR A SUPPORTED WAGE

This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of the schedule, the following definitions will apply:

1.1 'Supported Wage System' means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in [Supported Wage System: Guidelines and Assessment Process].

1.2 'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

1.3 'Disability Support Pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

1.4 'Assessment instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

2. ELIGIBILITY CRITERIA

Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

The schedule does not apply to employers in respect of their facility, programme, undertaking service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the Act, or if a part only has received recognition, that part.

3. SUPPORTED WAGE RATES

Employees to whom this schedule applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing, according to the following schedule:-

Assessed Capacity	% of prescribed agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable shall be not less than **\$78.00** per week and where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

4. ASSESSMENT OF CAPACITY

For the purpose of establishing the percentage of the agreement rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed after consultation with the employee in accordance with the Supported Wage System and documented in an assessment instrument by either:

- the employer and the union, or
- the employer and an accredited Assessor.

5. LODGEMENT OF ASSESSMENT INSTRUMENT

5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.

5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that if the union is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

6. REVIEW OF ASSESSMENT

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

8. WORKPLACE ADJUSTMENT

An employer wishing to employ a person under the provisions of this schedule shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of the job duties, working time arrangements and work organisation in consultation with other workers in the area.

9. TRIAL PERIOD

9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provision of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

9.2 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

9.3 The minimum amount payable to the employee during the trial period shall be no less than **\$78.00** per week, or a pro rata amount for a part-time employee.

9.4 Work trials should include induction or training as appropriate on the job being trialled.

9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 4, Assessment of Capacity.

SCHEDULE 3: PIZZA HUT FRANCHISEES

Name of Employer	ABN/ACN
SHIVRATRI PTY. LTD.	54 134 476 645
MENGCOLE PTY LTD AS TRUSTEE FOR THE LY FAMILY TRUST	31 323 559 108
Jhandi Enterprises Pty Ltd	166 312 714
DOLPHIN ENTERPRISES (QLD) PTY LTD	161 733 571
ALICE SACHIN PTY LTD	52 166 216 486
WyNDsing PTY LTD AS TRUSTEE FOR THE WYNDHAM FAMILY TRUST	71 195 903 623
HERMES RETAIL HOLDINGS PTY LTD	ACN 165 259 432
NEW AUS PTY LTD	40 154 321 507
OZ CONTINENT INVESTMENTS PTY LTD	48 154 897 113
DAN'S HOME DELIVERIES PTY LTD	27 117 842 305
GEMPLASER PTY LIMITED	19 120 247 574
Mangalmurti Pty Ltd	72 534 223 040
CLJ GROUP INVESTMENTS PTY LTD	88 161 720 252
LHAN PTY LTD	65 164 175 339
SHENGLAN INTERNATIONAL GROUP PTY LTD	156 428 509
VINAYAK PTY. LTD ATF RITIKA ATHEIYA FAMILY TRUST	51 994 383 017
MAA OPERATIONS PTY LTD	93 164 066 040
GOOD AS GOLD ENTERPRISES PTY LTD AS TRUSTEE FOR THE PEMBROKE TRUST	27 852 552 870
XIN WU AS TRUSTEE FOR THE WU FAMILY TRUST A.B.N. 44 571 017 158	44 571 017 158
TK REVES PTY LTD	66 164 640 662
STEVARA PTY LTD	70 157 829 028
Love Deep Pty Ltd	19 962 200 447
KALBRO PTY LTD	15 159 770 751
NUNYARA PARK PTY LTD A.C.N. 153 562 371 AS TRUSTEE FOR THE BAILEY FAMILY TRUST	153 562 371
CRUNCH N CRUMB PTY LTD	84 167 063 890
BRINGOME PTY LTD	13 160 513 468
PATELS FOOD PTY LTD A.C.N. 156 563 790 AS TRUSTEE FOR PATELS GROUP UNIT TRUST	156 563 790
ALPHA BRAVO PTY. LTD.	74 127 935 175
CAFÉ COFFEEDAY PTY LTD	42 148 910 301
Kenmore Pizza Pty Ltd	82 168 113 193

TERFAM RESTAURANTS PTY. LTD. ATF THE TERRENS GROUP TRUST	17 753 097 510
GEORGE PHOENIX NEWMAN AS TRUSTEE FOR THE G & S NEWMAN FAMILY TRUST	84 102 923 084
BOETTCHER FLOOD ENTERPRISES PTY LTD	54 165 145 611
KELAM J. PTY LTD A.B.N. 40 155 602 565	40 155 602 565
JAINGILL PTY. LTD AS TRUSTEE FOR THE JAINGILL FAMILY TRUST	80 137 023 866
Hanu Australia Pty Ltd	167 461 403
HANS PROPERTY MANAGEMENT PTY LTD ATF J & E FAMILY TRUST	ACN 151 583 854 ABN 93 791 068 232
VALKS BURGMANN PTY LTD AS TRUSTEE FOR THE VALKS BURGMANN TRUST	63 153 208 729
DALE ALLANA DANIELSON AND GREGORY PAUL DANIELSON AS TRUSTEE FOR THE DANIELSON FAMILY TRUST	22 184 609 303
Dashmesh Pty Ltd	66 156 454 429
SO-COLLINS PTY LTD	92 160 821 607
PIZZA FAMIGLIA PTY LTD	ACN 168 485 318
BALIKAN PTY LTD ATF T & E SHIELDS FAMILY TRUST	49 164 806 204
JAI ARBUDA PTY LTD	A.B.N. 97 348 340 679
JIJAM PTY. LTD AS TRUSTEE OF THE MEHRTENS FAMILY TRUST	96 958 788 325
SUNSHINE MANAGEMENT SERVICES PTY LTD	87 152004 718
YMAXIS ENTERPRISES PTY LTD AS TRUSTEE FOR THE PS KHATRI FAMILY TRUST A.B.N. 71 205 268 194	71 205 268 194
WIRE ENTERPRISES PTY LTD A.C.N. 161 369 295 AS TRUSTEE FOR THE CAMPBELL FAMILY TRUST	161 369 295
KAMZ ENTERPRISES PTY. LIMITED AS TRUSTEE FOR THE KAMZ ENTERPRISES TRUST	57 393 687 470
PRAVITHA PTY LTD	21 168 637 027
SKYTER TRADE PTY LTD	97 165 324 489
EASY PIZZY PTY LTD	80 150 258 343

SCHEDULE 4: PUBLIC HOLIDAYS SUMMARY

	Full-time Employee	5 Day Part-time Employee (i.e. regularly rostered to work on 5 days per week)	Part-time Employee# where holiday falls on day that forms part of employee's regular roster cycle	Part-time Employee where holiday falls on day that does not form part of employee's regular roster cycle	Casual Employees
Work Ordinary Hours on Public Holiday	200% of rate for classification @				
Work Overtime on Public Holiday					
Non-working day on a public holiday but not Anzac Day on a weekend, or Easter Saturday	Another day in lieu, extra day's pay or extra day added to annual leave by agreement		Another day in lieu, extra day's pay or extra day added to annual leave.	No special payment	These provisions not applicable to casuals
Non-working day is Anzac Day on a weekend, or Easter Saturday	No special payment				
Rostered to work but not required to attend because of holiday	No loss of pay			Only paid for day if rostered	

Additional Notes

Excludes PH Express units.

@ Employee and employer may agree to substitute alternative holidays where other days have special religious or cultural significance.



Yum! Restaurants Australia Pty Limited ABN 16 000 674 993
Kentucky Fried Chicken Pty Limited ABN 79 000 587 780
20 Rodborough Road (Locked Bag 522)
Frenchs Forest NSW 2086 Australia
Tel (612) 9930 3000 Fax (612) 9930 3001

Tuesday, 22 July 2014

Commissioner Bull
Fair Work Commission
Level 10, Terrace Tower
80 William Street
East Sydney NSW 2011

Dear Commissioner,

**Undertaking in relation to AG2014/1514 - Application for approval of the Pizza Hut
Queensland - SDA Employee Relations Agreement 2014**

On behalf of employer parties to the above proposed agreement, I am authorised to provide the following undertaking -

“The Dispute Settlement Procedure in clause 6 will apply to any disputes that arise in relation to the National Employment Standards as per s.186(6)(a)(ii) of the Fair Work Act 2009.”

Yours faithfully,

A handwritten signature in black ink that reads "Nichole Bowles".

Nichole Bowles
HR Manager
Pizza Hit Australia



1. TITLE AND CONTENTS

1.1 Title

This Agreement will be known as the Pizza Hut Queensland - SDA Employee Relations Agreement 2014.

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2. INCIDENCE AND PARTIES BOUND

2.1 This agreement shall apply to –

2.1.1 Yum Restaurants Australia Pty Ltd,
the franchisees listed in the attached Schedule 3, and
to the extent permitted by law, their successors and transferees,

trading as Pizza Hut,

2.1.1 all employees as defined whether or not they are members of the Shop Distributive and Allied Employees' Association, and

2.1.2 the Shop Distributive and Allied Employees' Association,

2.1.3 and shall only apply in Queensland.

2.2 This agreement shall cover, amongst those employees covered by this agreement without limitation, employees in the employer's delivery Customer Service centres. The terms of this agreement shall prevail over the terms of any award, agreement or any order of the Fair Work Commission (or its predecessor/s) that would otherwise apply.

3. DATE OF OPERATION

3.1 This agreement shall operate from the first pay period to commence 7 days after its approval by the Fair Work Commission, and will remain in force until 14 January, 2016.

3.2 The parties agree to consult three months prior to the expiry of this Agreement to endeavour to ensure that it is re-negotiated prior to its expiry date.

3.3 The parties to this Agreement shall not pursue any extra claims within this agreement or outside it for the term of the agreement.

4. DEFINITIONS

4.1 **Employees** shall mean all employees of the employers listed under clause 2 principally employed -

4.1.1 in taking orders for company products, filling orders, preparing and / or selling food items, delivering or organizing the delivery of food items to customers or to the employer's outlets, and

4.1.2 managers trainee managers, or employees in any other managerial position working in an outlet otherwise covered by the Fast Food Industry Award.

4.2 **Existing employee** shall mean an employee employed prior to the date of commencement of wage rates payable under this Agreement.

4.3 **FWC** shall mean Fair Work Commission.

4.4 **NES** means the National Employment Standards under the Fair Work Act.

4.5 **Union** shall mean the Shop, Distributive and Allied Employees' Association.

5. RECOGNITION OF RIGHTS

5.1 The employer recognises the rights of its employees to belong to the Union and of the Union to represent its members and the employer's policy will be that all Pizza Hut employees are encouraged to join the Union.

5.2 The employer and the Union recognise their joint responsibility to ensure this agreement is effective and in the event of any ambiguity the spirit and intention of the Parties should be paramount.

5.3 The employer undertakes upon authorisation to deduct Union membership dues as levied by the Union in accordance with its rules from the pay of employees who are members of the Union. Such monies collected will be forwarded to the appropriate branch of the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

6. CONTINUITY OF SERVICE TO CUSTOMERS AND DISPUTE RESOLUTION / GRIEVANCE PROCEDURE

6.1 The employer and the Union recognise the importance of providing uninterrupted service to customers and agree that their appropriate representatives will confer to resolve any industrial dispute between them without resort to industrial actions of any kind by the Union or its members, or stand downs by the employer. In the event that the matter is not resolved by agreement it will be referred to the FWC. No party will be prejudiced as to the final settlement of any dispute by the continuance of work in accordance with this provision.

6.2 It is also recognised that issues affecting employees should be resolved speedily and effectively without recourse to industrial action of any sort and it is intended that most issues will be resolved informally between the employee and the immediate supervisor.

6.3 In order to promote the speedy, effective and informal resolution of problems it is agreed that the employee with the grievance will first discuss the matter with the immediate supervisor and every effort will be made to resolve it at this early stage. The immediate supervisor will respond to the employee's grievance as soon as possible, and unless there are exceptional circumstances within 24 hours.

6.4 Grievance Procedure

It is recognised that not all problems will be resolved in the above manner; therefore the following formal procedure for the resolution of problems is agreed.

6.4.1 Stage 1 If the issue is not resolved informally between the employee and the immediate supervisor, the employee may then seek advice from the union delegate or other representative and together they may approach the immediate supervisor.

6.4.2 Stage 2 If the issue is not resolved at Stage 1, the employee and the union delegate or other representative will confer with the immediate supervisor and the next level of senior management.

6.4.3 Stage 3 If the matter remains unresolved the employee and the union delegate and if required the union organiser, or other representative, will confer with an appropriate Senior Manager nominated by the employer.

6.4.4 Stage 4 The employer and the Union are totally committed to resolving grievances within the above stages, however, if the matter cannot be settled by the parties they (including the employer and employee) may agree to refer the matter to the FWC for decision which will be binding on and accepted by all parties.

6.4.5 Each stage of the procedure will be undertaken with all possible speed.

7. CONTRACTS OF EMPLOYMENT

7.1 All employees will be engaged either on a full-time, part-time or casual basis.

7.1.1 Full time Employees

Full time employees will be engaged by the week and work 38 hours per week.

7.1.2 Part time Employees

Part time employees will be engaged by the week and receive payment for a minimum of 9 hours per week and a maximum of 35 hours (32 hours in stores trading as "Pizza Hut Express") averaged over the employee's roster cycle under clause 12.2, varying in accordance with operational requirements. An employee may work less than the prescribed weekly minimum in a particular week at the employee's request to meet an exceptional and specific need.

The hourly rate of pay is determined by dividing the weekly rate by 38. All other provisions of this agreement as far as relevant will apply to part time employees on a pro rata basis according to the hours paid at ordinary rates.

The employer acknowledges the benefits of part-time employment over casual employment for both the employer and the employee. The employer is thereby committed to maximise the use of part-time employees wherever practicable.

7.1.3 Casual Employees

7.1.3(a) A casual employee will be engaged by the hour with a minimum payment on any one engagement of two hours.

7.1.3(b) The hourly rate is determined by dividing the weekly rate by 38 to which is added an additional casual loading of 25%.

7.1.3(c) At the employer's discretion, casual employees can be required to accept employment as part-time employees but not so as to reduce their total current weekly earnings.

7.1.3(d) The following provisions shall not apply to casual employees:

- Rostering (except as provided in clause 14.3)
- Public Holidays (except as to subclause 18.5)
- Annual Leave
- Paid Personal / Carers Leave
- Compassionate Leave (except for unpaid compassionate leave)
- Jury Service (except for unpaid jury service)
- Termination of Employment - Weekly Employees
- Redundancy and Introduction of Change - Weekly Employees
- Blood Donor Leave

7.1.4 Notification of Basis of Employment

Upon engagement an employee will be informed by the employer of the basis of engagement, i.e. full-time, part-time or casual. The employer may employ probationary employees provided it advises weekly employees at the time of engagement that during the first four weeks of employment they will be on a period of probation and that employment may be terminated by either party giving the required notice during that period.

7.2 Termination of employment - weekly employees

7.2.1 The employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).

7.2.2 The employer is required to give weekly employees the following period of notice on termination, or the equivalent period of wages shall be paid:-

Length of Service as a Weekly Employee Notice Entitlement

1 year and less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

Employees over the age of 45 years are entitled to one extra weeks notice if they have more than 2 years of continuous service with the employer.

7.2.3 Employees are required to give the employer one weeks notice, or the equivalent period of wages shall be forfeited in lieu of notice.

7.2.4 Where the employer has given notice of termination to an employee, an employee shall be allowed up to one shift off without loss of pay for the purpose of seeking other employment. The time off shall be taken at a mutually agreeable time.

7.2.5 Nothing in this clause shall affect an employer's right to dismiss an employee without notice as set out in clause 29, Disciplinary Procedure in which case an employee shall be entitled to be paid only to the time of instant dismissal.

7.2.6 Payment in lieu of notice shall be calculated using an employee's weekly ordinary time earnings.

7.2.7 Termination pay shall be paid on the next pay day after termination.

7.2.8 The employer shall, when requested, provide to the employee a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.

7.2.9 No employee will be dismissed while on any approved leave provided for in this agreement.

- 7.2.10 Abandonment of Employment - Employees absent from work for a period of two consecutive shifts without the consent of the employer or without notification to the employer shall be deemed to have terminated employment without notice, unless the employee was unable, through no fault of his/her own, to notify the employer. The employer shall make reasonable efforts to contact the employee prior to treating the employment as terminated.

7.3 Standing down of employees

Subject to this provision and by agreement with the National Secretary of the Shop, Distributive and Allied Employees' Association or his/her nominee, the employer has the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible

7.4 Savings - Wages

Employees engaged prior to the date of this agreement commencing shall not suffer a reduction in their existing ordinary rate of pay averaged over the previous 4 week period prior to commencement of this Agreement. Ordinary rate of pay includes any penalty rates received during that period. Employees engaged prior to the date of this agreement will not be replaced by new employees earning a lower rate solely as a result of the introduction of this agreement.

8. CLASSIFICATIONS

- 8.1 All employees covered by this agreement will be classified as Customer Service Attendants or Delivery Drivers / Order Takers.

8.2 Customer Service Attendants

The classification of Customer Service Attendant will have three skill levels as follows:

- 8.2.1 Customer Service Attendant Grade 3 - Indicative tasks may include:

8.2.1(a) Preparation of salads, vegetables, dough and other cooking ingredients.

8.2.1(b) Placing toppings or fillings on company products and preparing auxiliary menu items.

8.2.1(c) Providing a table and counter service to customers including serving alcohol.

8.2.1(d) Receiving money and taking orders from customers.

8.2.1(e) Delivering the employer's products.

8.2.1(f) Receiving, storing and distributing goods.

8.2.1(g) incidental cleaning.

- 8.2.2 Customer Service Attendant Grade 2 - is an employee who has the major responsibility on a day to day basis for supervising CSA Grade 3 employees and/or training new employees.

8.2.3 Customer Service Attendant Grade 1 - is an employee appointed by the employer to be in charge of a shop, food outlet, or delivery outlet.

The tasks listed above for the various Grades are only indicative of the types of duties employees may be required to perform at the various levels and are in no way meant to be exhaustive descriptions of functions at each level.

8.3 Customer Service Attendants at higher skill levels will perform work at lower skill levels whenever required and requested, without loss of pay.

8.4 The necessary training to achieve the skill levels will be provided by the employer in working time.

9. RATES OF PAY

9.1 General principles

9.1.1 Rates of pay expressed in subclause **9.2** below provide for all conditions of employment with the employer. Unless otherwise provided in this agreement, no allowance or loadings of any form will be paid for varying workplace conditions or working time.

9.1.2 Extra rates in this agreement are in substitution for, not cumulative with, other rates arising under this agreement.

9.1.3 Weekly rates in this agreement shall be rounded to the nearest ten cents. Allowances shall be rounded to the nearest cent.

9.2 Subject to the Savings provisions set out in clause **7.4**, the rates of pay of Customer Service Attendants will be in accordance with the following tables which show the applicable increases and which are operative from the first full pay period to commence on or after the dates shown.

9.2.1 Adult full time Customer Service Attendants

Note – the employer will also be required to pay any additional amounts required to meet the applicable modern award minimum base rate under s.206 of the Fair Work Act.

Classification & Relativity	Transitional Fast Food Award Base Rate	Effective f.f.p.p. commencing 7 days after approval by FWC	Effective f.f.p.p. on or after 15 January, 2015	Effective f.f.p.p. on or after 1 July 2015
CSAs –		Transitional FF Award rate plus 7.2%		
CSA 1 Manager / Person in Charge - 2 or more persons - one or no persons	744.40 735.70	798.00 788.70	FF Award rate + 7.2%	FF Award rate + 7.2%
CSA 2 Shift Supervisor / Team Trainer	713.60	765.00		

CSA 3				
- Cashier /	675.60	724.20		
Delivery Driver				
- Kitchen Hand	673.70	722.20		
Delivery drivers shall also receive the per delivery amount when using their own vehicle		2.02 per delivery	N/A	Add FF Award percentage wage increase calculated at FF L1 rate

10. **JUNIOR EMPLOYEES**

The minimum rates of wages to be paid to junior employees will be the following percentages of the rates prescribed for the appropriate Grade of work as a Customer Service Attendant performed by such junior:

Age

15 years of age	40%
16 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%

11. **HOURS OF EMPLOYMENT**

11.1 The ordinary hours of work will not exceed 38 hours per week for full-time employees averaged over a 4 week cycle. All full-time employees must be rostered in such a way that they receive at least two consecutive days off each fortnight.

11.2 The ordinary hours of work for part-time employees will be within the limits specified in Clause 7, Contracts of Employment, and will be worked in accordance with the provisions of this clause.

11.3 The daily hours of work, exclusive of meal breaks, will be worked continuously and will not be less than -

11.3.1 2 hours for casuals and delivery drivers,

11.3.2 2 and a half hours for other employees,

or more than 10 hours within a spread of 12 hours. By mutual agreement between the employer and the employee, the ordinary hours of work may be worked in two separate periods.

12. **ROSTERING**

12.1 Within the limits of ordinary hours specified by this agreement each full time employee will be given a regular starting and ceasing time which will only be changed with a minimum of seven days notice. A roster will not be changed for the purpose of

evading any of the employees' entitlements pursuant to Clause 18, Public Holidays of this agreement.

12.2 Rosters will be arranged so that weekly employees work one of the following roster patterns:

12.2.1 no more than 5 days within seven;

12.2.2 no more than 10 days within fourteen;

12.2.3 no more than 15 days within twenty-one;

12.2.4 no more than 20 days within twenty-eight.

12.3 Other than working a shift in two separate periods under clause 11.3, an interval of ten hours will elapse between the completion of ordinary hours on one shift and the commencement of ordinary hours on the following shift.

12.4 A roster for all weekly employees showing the name of the employee and the time to be worked on each day of the week will be posted by the employer in a prominent place. The employer shall notify employees of the start and finish dates of the roster cycle. No employee will be compelled to remain on the employer's premises during the employee's rostered time off.

12.5 The amount of hours worked by a part-time employee on a weekly basis, the days on which the hours are worked and the commencing and ceasing times of work may be changed by giving not less than seven days notice.

12.6 The period of 7 days notice referred to in 12.1 and 12.5 above may be reduced by mutual agreement.

12.7 Employees are to be ready to commence work at their work station at their rostered starting time. Failure to do so may enable the employer to deduct payment for the time otherwise lost.

12.8 Where the employer requires an employee to perform or complete a task that will take the employee past the rostered finishing time, the employee will be entitled to payment until the actual finishing time.

13. MEAL BREAKS

13.1 An employee who works more than five hours on any day will be allowed an unpaid meal break of not less than thirty minutes and not more than one hour each day.

13.2 The meal breaks referred to in subclause 13.1 will be given and taken so that no employee will work more than five consecutive hours without a meal break.

13.3 In lieu of the above unpaid mealbreak, an employee performing shift supervision duties may be required to have a 20 minute paid crib break, which is to be taken according to operational requirements.

13.4 To meet special cases, mutual agreements may be made between the employer and an employee regarding meal times.

14. OVERTIME

14.1 **Full-time employees** - all work performed

- 14.1.1 outside the spread of 12 hours per day;
- 14.1.2 in excess of 10 hours on a daily basis;
- 14.1.3 outside the rostered hours and days of work for which notice of change of roster was not given except as provided in clause 12;
- 14.1.4 in excess of an average of 38 hours per week over the roster cycle;
- 14.1.5 in excess of the number of days specified in Clause 12.2;

will be overtime.

14.2 **Part-time employees** - all work performed

- 14.2.1 outside the daily and weekly limits of hours specified for Part-time employees;
- 14.2.2 outside the spread of 12 hours per day;
- 14.2.3 in excess of 10 hours on a daily basis;
- 14.2.4 outside the rostered hours and days of work for which notice of change of roster was not given except as provided;
- 14.2.5 in excess of the number of days specified in Clause 12.2;

will be overtime.

Part-time employees may by mutual agreement work hours within the daily and weekly limits specified in this agreement for part-time employees and receive payment for those additional hours at the ordinary rate of pay. Additional hours worked that are not subject to the abovementioned mutual agreement will be paid as overtime.

14.3 **Casual employees** - all work performed

- 14.3.1 outside the spread of 12 hours per day;
- 14.3.2 in excess of 10 hours on a daily basis;
- 14.3.3 in excess of 38 hours per week;
- 14.3.4 in excess of the number of days specified in Clause 12.2;

will be overtime.

14.4 The rate of payment for overtime will be time and one half for the first two hours and double time thereafter. The employer shall inform employees of the procedure for authorisation of overtime and employees shall not be paid at overtime rates unless so authorised.

14.5 Reasonable Overtime

- 14.5.1 Subject to the following, employees shall work reasonable overtime as required by the employer.

14.5.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

14.5.2(a) any risk to employee health and safety;

14.5.2(b) the employee's personal circumstances including any family responsibilities;

14.5.2(c) the needs of the workplace or enterprise;

14.5.2(d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

14.5.2(e) any other relevant matter.

14.6 Overtime worked on a public holiday will be paid for at the rate of double time.

14.7 For work performed on a rostered day off a weekly employee will be entitled to a minimum payment of three hours at the appropriate overtime rate.

14.8 An employee who is engaged on a broken shift of two periods and who is required to work during any time while rostered off duty, will be paid for such time worked at the rate prescribed in subclause **14.4**.

14.9 Employees who are required to attend staff meetings or additional formal training sessions outside their normal rostered hours shall be paid at ordinary rates with a minimum payment of 1 hour on each occasion. The employer may make use of this subclause on no more than 6 occasions in any one establishment in any one year and shall provide 7 days notice or such lesser period as is mutually agreed.

14.10 If an employee is so long on overtime duty that they have not had ten hours rest before the next rostered starting time, they will be allowed ten hours rest without deduction of pay or will be paid at overtime rates for all time worked until they have had at least ten hours rest.

14.11 In computing overtime, all overtime worked each day will stand alone, that is, overtime will be computed on a daily basis.

14.12 An employee required to work overtime for one and a half hours or more and who has not been notified the day before of this requirement will be paid the allowance under clause **32** for each subsequent meal or provided with a meal or meals free of charge.

14.13 An employee working overtime will be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked.

14.14 By mutual agreement overtime may be given as time off provided that:

14.14.1 Time off will be calculated at the penalty equivalent, that is, actual overtime hours worked will be multiplied by one and a half or two times as appropriate to calculate the amount of time off to be given to the employee.

14.14.2 The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.

14.14.3 Time off must be taken within one calendar month from the time overtime is worked, or it will be paid out.

15. OCCUPATIONAL SUPERANNUATION

Employer obligations under the Superannuation Guarantee Act shall be met by monthly payment of contributions into REST.

16. HIGHER GRADE WORK

An employee employed for more than 2 hours on any one day on duties carrying a higher rate than the employee's ordinary classification, other than for the purpose of formal training, will receive payment at the higher rate for the day. If engaged for two hours or less, payment will be for the actual time worked at the higher rate.

17. PAID PERSONAL / CARER'S LEAVE

17.1 Employees other than casuals absent from work by reason of –

17.1.1 personal illness or injury, not arising from any illness or injury for which they are entitled to workers' compensation,

17.1.2 to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, personal injury or an unexpected emergency affecting the member,

will be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations.

17.2 Employees will wherever practicable inform the employer of their inability to attend for duty and, as far as practicable, state the nature of the illness, injury or emergency and the estimated duration of the absence. The granting of personal / carer's leave shall be subject to employees notifying the employer wherever possible at least 2 hours before the employee's rostered commencement time.

17.3 They will furnish to the employer such reasonable evidence as the employer may require that they were unable by reason of such illness, injury or emergency, to attend for duty for the hours for which leave is claimed; provided that a medical certificate will not be required in respect of the first single day's absence in any sick leave year. This does not lessen the obligation placed on the employee as set out in subclause **17.2** above.

17.4 For each year of service with the employer, an employee (other than a casual) is entitled to 10 days of paid personal/carer's leave.

17.5 Accrual of leave

17.5.1 An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work each completed 4 week period.

17.5.2 Leave will accumulate from year to year and any balance not taken will be available subject to the above provisions.

17.5.3 Part-time employees will be credited with sick leave based on the proportion of hours worked by the employee over 38.

17.6 When an employee's illness during annual leave exceeds thirty eight hours and is covered by a medical certificate, it will be regarded as personal leave and an equivalent number of hours will be added to the employee's annual leave.

18. PUBLIC HOLIDAYS

Note – see summary matrix at Schedule 6 to this agreement

18.1 Full-time and part-time employees will be entitled to the following public holidays without loss of pay:

Christmas Day
Boxing Day
New Years Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Labour Day or Eight Hour Day
The Birthday of the Reigning Sovereign

Any other day or part-day declared or prescribed by or under a law of a State to be observed generally within the State (or a region of the State) as a public holiday.

18.2 Where public holidays are declared or prescribed on days other than those set out in subclause **18.1** above, those days shall constitute additional holidays for the purpose of this agreement.

18.3 Non-working days

18.3.1 A full-time employee whose non-working day falls on a public holiday will receive by mutual agreement -

18.3.1(a) another day off in lieu to be taken within twenty-eight days of the holiday;

18.3.1(b) an additional day's pay; or

18.3.1(c) an extra day added to annual leave.

The above shall not apply to Anzac Day when it falls on a weekend, or to Easter Saturday.

18.3.2 A part-time employee, regularly rostered to work 5 days per week, other than those employed at 'Pizza Hut Express' stores, whose non-working day falls on a public holiday will receive by mutual agreement either **18.3.1(a), (b) or (c)**.

The above shall not apply to Anzac Day when it falls on a weekend, or to Easter Saturday.

18.3.3 A part-time employee for whom a public holiday falls on a day of the week that forms part of the employee's regular roster cycle but is not rostered to work on the holiday shall be entitled to -

18.3.3(a) another day off in lieu to be taken within twenty-eight days of the holiday;

18.3.3(b) an additional day's pay; or

18.3.3(c) an extra day added to annual leave.

18.4 Where days other than those listed in subclause 18.1 above have special significance due to an employee's religious or cultural beliefs, the employer and an employee may agree to substitute alternative days.

18.5 Excepting where it has been agreed to change the day a holiday is observed, all work done by weekly employees on any of the holidays prescribed in this clause shall be paid at the rate of double time. Casuals shall receive a total of 200% of the ordinary hourly classification rate for work on the day.

18.6 Where an employee is absent from employment on the working day before or after a public holiday without reasonable excuse or without the consent of the employer, the employee shall lose the entitlement to payment for one public holiday for each day so absent.

18.7 For the purpose of this clause, 'day' shall mean the average number of daily hours worked by the employee in the four weeks immediately prior to the day on which the holiday falls.

19. ANNUAL LEAVE

19.1 All weekly employees shall be entitled to annual leave on full pay equal to four working weeks (i.e. 152 hours for full-time employees and pro-rata for part-time employees) exclusive of public holidays after 12 months continuous service. Employees taking annual leave shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the period of leave.

An employee who is performing work at a higher grade prior to a period of annual leave and has the reasonable expectation of doing so after the period of the leave, should be paid for the period of leave at the higher grade rate on the basis that these are the wages the employee would have received had the employee not been on leave.

19.2 Where the number of hours worked by a part-time employee varies throughout the course of the year, entitlements to annual leave shall be calculated upon the average number of ordinary hours worked during the year of accrual.

19.3 Where an employee has an entitlement to any public holiday under Clause 18, Public Holidays and this holiday falls within an employee's period of annual leave, there shall be added to that period one day being an ordinary working day for each such holiday observed.

19.4 Should an employee not complete 12 months service the employee shall on the termination of employment be entitled to pay on a pro rata basis at the rate of one twelfth of a week's pay per completed week of service at ordinary time rates.

19.5 Any time in respect of which an employee is absent from work on approved paid leave shall count for the purpose of determining the right to or accrual of annual leave.

19.6 Annual leave shall be taken at a time mutually agreed upon by the employer and employee according to the needs of the business. In the absence of agreement it shall be taken at a time fixed by the employer. Annual leave shall be given and taken either in one consecutive period, or two periods which shall be of three weeks and one week respectively, or if the employee and the employer so agree, in any combination of periods as long as one is of at least 1 week.

19.7 Except as provided below, annual leave shall be granted to and taken by the employee within a period of nine months from the day on which it became due, and the employee shall be given at least six weeks notice by the employer of the date that such leave will commence. Under no circumstances shall the employee forfeit the annual leave entitlement.

19.8 By mutual agreement with the employer, employees can take two weeks annual leave in one year so that they can take up to 6 weeks leave in the following year.

19.9 During a period of annual leave a weekly employee will receive a loading of 17.5 percent of the weekly rate for each week taken. This loading does not apply to proportionate leave on termination.

19.10 Provided the employer receives at least one week's notice, annual leave of one week or more shall be paid in advance of the commencement of the leave.

19.11 Payment in lieu of annual leave shall not be made by the employer and not be accepted by the employee except in accordance with all requirements of this clause.

19.12 Cashing Out of Annual Leave

19.12.1 Where a full-time team member has an annual leave entitlement in excess of 228 hours (or pro rata amount for part-time team members), the Company may, at the written request of the team member, pay to the team member an amount equal to the team member's ordinary rate of pay inclusive of leave loading, for his or her annual leave entitlement in excess of 228 hours and reduce the team member's annual leave entitlement accordingly.

19.12.2 This cashing out of annual leave shall be made so that the team member will have a minimum of 228 hours of annual leave entitlement (or pro-rata amount for part-time team members) remaining and will not affect the team member's right to reasonable rest and recreation. Pursuant to this requirement, prior to exercising the opportunity to receive payment out of untaken leave in accordance with these provisions, employees must have taken at least 2 weeks annual leave in that anniversary year.

19.12.3 Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee. The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

20. WAGES AND TIME SHEETS; PAYMENT OF WAGES

20.1 Wages shall be paid fortnightly or weekly in arrears at the employer's option. Where the employer intends to change from weekly pays to fortnightly pays without one week's pay in advance, the following procedure shall apply in respect of existing employees -

- 20.1.1 The first fortnightly pay shall include one week's pay in advance. The one week's pay in advance shall be phased out at a rate which the individual employee elects over a maximum period of five months.
- 20.1.2 Employees may elect to change to a fortnightly pay immediately without one week in advance.
- 20.2 Payment may be made by Electronic Funds Transfer into a bank account nominated by the employer, or by cash or cheque at the employer's option.
- 20.3 The employer shall pay wages within three days of the end of each pay period.
- 20.4 Employees shall be supplied each pay period with a statement detailing the calculation of their wages and the deductions made from their wages. The employer will keep a record showing the number of hours worked per day by each employee and the payment to each employee, such records to be accessible at reasonable times to officials of the union.
- 20.5 Annual leave entitlements shall be shown on payslips where the employer's payroll software permits this without additional cost and is otherwise practicable in the circumstances.

21. COMPASSIONATE LEAVE

- 21.1 A full-time or part-time employee will, on production of evidence satisfactory to the Company, be granted on each occasion a maximum of three days leave without loss of pay as compassionate leave where a near relative or a member of the employee's household –
- 21.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or
- 21.1.2 sustains a personal injury that poses a serious threat to his or her life; or
- 21.1.3 dies.

For the purpose of this clause 'a near relative' means the father or mother, husband or wife including de-facto husband or wife, or a brother or sister, child (including step-child or foster child), mother-in-law or father-in-law, son-in-law or daughter-in-law, grand-parents-in-law, step-father or step-mother, step-brother or step-sister, grandchild, grandparents, of the employee.

- 21.2 The employee may take compassionate leave if the leave is taken –
- 21.2.1 to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
- 21.2.2 after the death of the member of the employee's immediate family or household referred to above.
- 21.3 A full-time or part-time employee shall be entitled to take paid leave for each such occasion. A casual employee's entitlement is to unpaid leave only.

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

21.5 Proof of the occasion shall be provided by the employee to the reasonable satisfaction of the employer, together with proof of attendance in the case of a funeral outside Australia.

21.6 There shall be no entitlement to leave under this clause where an employee is absent from work on another form of approved leave.

22. BLOOD DONOR LEAVE

22.1 A full-time employee who is absent during ordinary working hours for the purpose of donating blood will not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year. The employee will arrange for this absence to be on a day suitable to the employer and be close as possible to the beginning or ending of the employee's ordinary working hours.

22.2 Proof of attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance will first be furnished to the satisfaction of the employer prior to payment being made for the absence.

22.3 The employee will notify the employer as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.

23. JURY SERVICE

23.1 A full-time or part-time employee will be allowed leave of absence when required to attend for jury service. During such leave of absence, an employee will be paid the difference between the jury service fees received and the employee's agreement rate of pay as if working.

23.2 An employee will be required to produce to the employer proof of jury service fees received and proof of requirements to attend for jury service.

23.3 An employee will give the employer notice of the requirement to attend for jury service as soon as practicable after receiving notification.

24. PARENTAL LEAVE AND FLEXIBLE WORK ARRANGEMENTS

24.1 Full-time, part-time and casual employees (casuals must have been engaged on a regular and systematic basis) who have at least twelve months continuous service shall be entitled to Parental Leave (unpaid Maternity, Paternity and Adoption Leave and the right to work part-time with the consent of the employer) in accordance with the National Employment Standards (NES), from the commencement of this agreement.

24.2 Disputes over an employer's refusal of an employee's request to work flexible hours or return to work on a part-time basis under the NES shall be dealt with in accordance with clause 6 – Continuity of Service to Customers and Dispute Resolution / Grievance Procedure.

25. TRADE UNION TRAINING LEAVE

25.1 A union delegate will, upon the consent of the employer which shall not unreasonably be withheld be granted up to five days leave with pay each calendar year, non cumulative, to attend courses conducted or approved by the Union which are designed to promote good industrial relations and industrial efficiency in the fast-food industry.

The notice to the employer, will be in writing and will include details of the type and content of the course to be attended and the dates upon which the course is to be conducted.

As far as possible the courses to be attended will be those most suited to the industrial situation pertaining to the fast-food industry.

25.2 Leave will be granted by the employer on the dates notified by the Union but will be subject to the employee or the Union giving no less than one calendar month's notice of the intention to attend such course or such lesser period as maybe agreed between the employer, the Union and the employee concerned.

25.3 Except in the case of a new unit opening, only employees who have completed six months continuous service with the employer will be eligible for leave pursuant to this clause.

25.4 The taking of such leave will be arranged so as to minimise any adverse effect on the employer's operation.

25.5 Leave of absence granted pursuant to this clause will count as service for all purposes of this agreement, and other relevant legislation.

25.6 Each employee permitted leave in accordance with this clause will be paid all ordinary time earnings which they would have been paid had they not been absent on such leave.

25.7 The employer will not be required to pay the costs of travel to and from the place where such courses are conducted and/or any accommodation costs during such leave.

25.8 Leave granted will not incur any additional payment to the extent that the course attended coincides with any other period of paid leave pursuant to this agreement.

25.9 On completion of the course the employee will, upon request, provide to the employer satisfactory proof of their attendance at the course.

25.10 Employees granted leave pursuant to this clause will, upon request inform the employer after the completion of the course of the nature of the course and their observations on it.

25.11 Employees' who are rostered to work on the evening and night of a day on which training takes place, will not be required to present themselves for work on that evening or night and shall receive payment at ordinary time rates for that rostered shift.

26. DEFENCE FORCES AND EMERGENCY SERVICES LEAVE

26.1 Defence Force Leave

26.1.1 Subject to operational requirements, an employee, other than a casual, shall be allowed unpaid leave or paid leave using accrued annual or long service leave entitlements, to attend Defence Forces Reserve approved training where the absence is reasonable having regard to all the circumstances.

- 26.1.2 Employees seeking to take Defence Force Services Leave must provide notice to Pizza Hut at least one month prior to the period of training. The notice should detail the start and finish dates for training.

NOTE – see also provisions of the Defence Reserve Service (Protection) Act 2001

26.2 Community Services Leave

- 26.2.1 Employees carrying out of a voluntary emergency management activity shall be permitted to take unpaid leave, or paid leave using accrued annual or long service leave entitlements, where the absence is reasonable having regard to all the circumstances.
- 26.2.2 The provisions of Division 8 of Part 2-2 of the Act shall be used in interpreting the provisions of this sub-clause.

27. UNPAID LEAVE

- 27.1 An employee (including a casual) may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in **17.1.2**, subject to the evidence requirements in **17.3**.

- 27.2 An employee may take unpaid carer's leave for a particular permissible occasion as:

- 27.2.1 a single continuous period of up to 2 days; or
- 27.2.2 any separate periods to which the employee and his or her employer agree.

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

- 27.4 Otherwise, weekly full-time and part-time employees may by agreement with the employer be entitled to take periods of unpaid leave of more than one week and up to 12 months without breaking their continuity of employment. All accrued entitlements, including long service, annual and sick leave and public holidays will be frozen from the date of commencing unpaid leave until the date of return.

28. REST PAUSES

- 28.1 An employee who works more than four hours on any day shall be allowed a rest pause of ten minutes.

- 28.2 An employee who works in excess of five hours on any day shall be allowed both a meal break and one rest pause of ten minutes. Provided that where such meal break commences on or before the middle of a shift, then the rest pause shall be taken after the meal break and where the meal break commences after the middle of a shift then the rest pause shall be taken before the meal break.

- 28.3 An employee who works eight hours or more on any day shall be allowed two rest pauses (each of ten minutes duration) if only one meal break is taken or one rest pause of ten minutes if two meal breaks are taken.

Provided that where two rest pauses and one meal break are taken, then one rest pause shall be taken before the meal break and one rest pause shall be taken after the meal break.

Provided further that where two meal breaks and one rest pause are taken during any shift then the rest pause shall be taken during the longest unbroken part of such shift.

28.4 No rest pauses shall be given or taken within one hour of the employee's commencing or ceasing time or within one hour before or after any meal or crib break.

28.5 Rest pauses will be counted and paid as time worked.

29. DISCIPLINARY PROCEDURE

29.1 Formal disciplinary action for dealing with substandard performance or misconduct involving employees shall be in accordance with the following procedure:

29.1.1 Counselling and Retraining

Where an employee's performance is substandard in the employer's opinion, formal disciplinary action should only be undertaken after the employee has had the opportunity of counselling and/or retraining and also a review of expected performance standards.

In cases where an employee's performance continues to be substandard in the employer's opinion, the following steps will apply:

29.1.1(a) Step One: Initial Warning

Usually, an initial written or verbal warning will be issued in cases of continued substandard performance or minor misconduct.

29.1.1(b) Step Two: Final Written Warning

Usually, a final written warning will be issued in cases where substandard performance continues after the employee has previously received an initial warning, or for minor misconduct, or for serious misconduct where instant dismissal is not warranted.

29.1.1(c) Step Three: Dismissal

Dismissal will usually follow when the employee has failed to comply with the final written warning.

29.1.1(d) Instant Dismissal

The employer may dismiss an employee without notice for serious misconduct at work including but not limited to rudeness or abuse to customers, dishonesty, drunkenness or being under the influence of illegal drugs, or in unauthorised possession of or misuse of drugs, in which case the employee shall be entitled to be paid up to the time of dismissal only.

29.2 All written warnings shall be placed on the employee's personnel file. The employee shall be requested to sign the warning. The employee shall be entitled to a copy of a warning upon request.

29.3 Warnings for substandard performance should include an improvement plan for the employee, stating the time frame for sustained improvement to occur.

29.4 The employee or employer may require the presence of a representative or witness at the disciplinary interview.

30. TRANSPORT

Where an employee is detained at work beyond their rostered ceasing time until it is too late to travel by public transport or other regular means of conveyance to the employee's usual place of residence, the employer will provide suitable transport at no cost to the employee.

31. VEHICLE - TRAVEL ALLOWANCE, DELIVERY DRIVER INSURANCE, MOBILE PHONES

31.1 Except as provided below, employees who are required to provide and maintain a suitable vehicle as part of their duties of delivering company products to customers, shall be paid the amounts set out in subclause **9.2** as full reimbursement for costs incurred.

31.2 Delivery drivers required to use their vehicle for other than delivering company products to customers (e.g. inter-store stock transfers) shall be paid at the higher of either the private vehicle kilometre rate under sub-clause **31.5.1** below, or the per delivery amount otherwise payable for home deliveries.

31.3 Where driver insurance is provided by the employer, the employer may deduct the actual cost of the insurance from the amount paid to drivers. This provision shall only apply to drivers employed after the date of introduction of driver insurance.

31.4 Delivery employees shall not be required to provide a mobile phone as part of their duties. Where it is mutually agreed between the manager and employee beforehand that an employee will use their own mobile phone as part of their duties, the employee will be reimbursed the cost of calls incurred on the employer's behalf.

31.5 Reimbursement of Travelling Expenses Other than Delivery Drivers

31.5.1 Where employees agree to use their private vehicle on Company business they shall be reimbursed for such use at the per kilometre rate provided in clause **32** - Allowances.

31.5.2 Where at the employer's direction employees are required to temporarily transfer from one of the employer's establishments to another, they shall be entitled to the following:

Any additional fare costs for using public transport,

or

Any additional costs for private kilometrage, calculated at the per kilometre rate in **31.5.1 and 32.3**.

Payment of any additional travelling time at the ordinary time earnings rate except on Public Holidays when payment shall be at time and one half.

Provided that such payments shall cease when the employee has been permanently transferred to the establishment.

32. ALLOWANCES

32.1 An employee who holds an appropriate first aid qualification and is appointed by the employer to carry out first aid will be paid an additional flat payment of **\$2.18** per

day. This amount shall be increased by the FF Award percentage wage increase calculated at FF L1 rate on 1 July 2015.

32.2 The meal allowance on overtime under clause **14.12** is **\$11.76**. This amount shall be increased by the FF Award percentage wage increase calculated at FF L1 rate on 1 July 2015.

32.3 The per kilometre rate for use of a private vehicle under sub-clause **31.5** is the amount applicable under the Fast Food Award (currently **\$0.76**).

33. UNION DELEGATES

One employee elected or appointed as union delegate in the workplace will, upon notification to the employer by the union, be recognised as the accredited representative of the union. Additional delegates may be appointed to suit local requirements and shift patterns by agreement with the employer, such agreement not to be unreasonably withheld.

34. POSTING OF AGREEMENT

A copy of this Agreement together with any variations made from time to time will be kept at the workplace readily accessible to all employees covered by this Agreement.

35. UNIFORMS

35.1 Where special uniform items are required to be worn by the employer they shall be supplied by the employer and remain the property of the employer.

35.2 Employees shall supply and wear pants, skirts, stockings, socks and shoes of a colour to be determined by the employer. Shoes shall have a rubber sole and full leather or vinyl upper.

35.3 Uniform allowance

35.3.1 Where special uniform items are required to be worn by the employer, the employer must reimburse the employee for the cost of purchasing the special uniform items. Alternatively, the items may be supplied by the employer and remain the property of the employer.

35.3.2 Employees shall maintain all items in a clean, presentable and safe condition. The following allowance will be paid:

	First f.p.p.c. on or after start of agreement*
Full-time employees per week	\$4.86
Part-time and Casual	
- per single shift per week	\$1.62
- per two shifts per week	\$3.24
- per three or more shifts per week	\$4.86

35.3.3 The above amounts shall be increased by the FF Award percentage wage increase calculated at FF L1 rate on 1 July 2015.

35.4 This allowance shall not apply to pants, skirts, stockings, socks and shoes which are not special uniform items. Employees shall supply and wear these items, which will be of a colour to be determined by the employer. Shoes shall have a rubber sole and full leather or vinyl upper.

35.5 Where uniforms are supplied to an employee, a once only deposit of up to \$30.00 (not exceeding the value of the uniform) shall be paid by the employee by means of \$5.00 instalments withheld by the employer from the employee's wages during the first six pay periods. This deposit shall be repaid to the employee on termination provided the uniforms issued to them are returned to the employer in good condition, fair wear excepted.

In lieu of such deposit, employers may withhold up to \$30.00 (not exceeding the depreciated value of the uniform) from the termination payment due to any employee until such time as the employee returns any uniform in his or her possession in good condition, fair wear and tear excepted.

35.6 Delivery drivers may be required to pay an additional one-off payment of \$20.00 as a deposit upon being provided with an insulated, showerproof delivery jacket. The \$20.00 will be returned to the employee after 12 months or upon return of the jacket in good condition (fair wear and tear excepted) if the employee terminates employment before the 12 month period expires.

35.7 The employer will provide and maintain protective clothing for employees where the nature of the work performed is likely to damage clothing.

35.8 Employees engaged as part of their duties to deliver company products to customers will be provided with waterproof trousers upon request, such pants to remain the property of the employer.

36. AMENITIES

36.1 Lockers and Change Room Facilities

Where practicable, the employer will provide locker accommodation for each employee. Lockers, where provided, will be maintained in good working order.

The Company will provide, where practicable, suitable dressing room facilities for its employees.

36.2 Notice Board

The employer will provide in a suitable position a section of notice board of reasonable dimensions, or a number of such noticeboards, as necessary in the circumstances. An accredited union representative will be entitled to post on the notice board formal union notices signed by the Secretary of the union. Notices shall be referred to the employer before being posted on the noticeboard. The noticeboard shall be maintained in an orderly fashion.

37. BUSINESS CHANGING HANDS AND CONTINUITY OF SERVICE

With regard to service related entitlements of employees provided in this agreement, service shall be deemed to be continuous upon the sale or transfer of a business from one employer party to another who continues to employ the particular employee.

38. SEXUAL HARASSMENT

38.1 It is acknowledged that sexual harassment in the workplace is totally unacceptable and the parties undertake to take whatever steps are necessary to prevent such practices.

38.2 Any complaint shall be immediately investigated by the employer and every endeavour made to resolve the matter promptly.

39. EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity policy as set out in the Yum Employee Benefits Handbook shall apply.

40. OCCUPATIONAL HEALTH & SAFETY

The Occupational Health and Safety policy as set out in the Yum Employee Benefits Handbook (or equivalent) shall apply.

41. FLEXIBILITY TERM

41.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

41.1.1 the agreement deals with 1 or more of the following matters -

- 41.1.1(a) arrangements about when work is performed;
- 41.1.1(b) overtime rates;
- 41.1.1(c) penalty rates;
- 41.1.1(d) allowances;
- 41.1.1(e) leave loading; and

41.1.2 the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph 35.1.1; and

41.1.3 the arrangement is genuinely agreed to by the employer and employee.

41.2 The employer must ensure that the terms of the individual flexibility arrangement-

41.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and

41.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

41.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

41.3 The employer must ensure that the individual flexibility arrangement:

41.3.1 is in writing; and

41.3.2 includes the name of the employer and employee; and

41.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

41.3.4 includes details of -

41.3.4(a) the terms of the enterprise agreement that will be varied by the arrangement; and

41.3.4(b) how the arrangement will vary the effect of the terms; and

41.3.4(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

41.3.4(d) states the day on which the arrangement commences.

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

41.5 The employer or employee may terminate the individual flexibility arrangement -

41.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

41.5.2 if the employer and employee agree in writing — at any time.

42. **SIGNATURES**

Signed for and on behalf of the parties to this agreement -

Signed this _____, 2014.

Signed for and on behalf of the Shop,
Distributive and Allied Employees'
Association

(Signature)

53 Queen Street, Melbourne Victoria 3000

(Print name)

Authority to sign:

(Position)

Signed for and on behalf of
Pizza Hut

(Signature)

(Address)

(Print name)

Authority to sign:

(Position)

SCHEDULE 1: REDUNDANCY AND INTRODUCTION OF CHANGE – WEEKLY EMPLOYEES

1. DEFINITIONS

In this schedule -

1.1 **Continuous service** includes all service with the employer from the date of engagement, but does not include in any anniversary year of accrual:

1.1.1 unauthorised absences of more than one week

1.1.2 unauthorised unpaid absences of more than one week (including unpaid absences due to sick leave).

1.2 **Small employer** means an employer who employs fewer than 15 employees.

1.3 **Weeks' pay** means the ordinary time rate of pay for the employee concerned.

2. INTRODUCTION OF CHANGE

2.1 Where the employer 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 employer shall notify the employees who may be affected by the proposed changes and their union or other appointed representative.

2.2 '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 or days of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the agreement makes provision for alteration of any of the matters referred to in this paragraph an alteration will be deemed not to have significant effect.

2.3 The employer shall discuss with the employees affected and their union or other appointed representative the introduction of the above changes, the effects the changes are likely to have on employees, measures to avert or mitigate any adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union or other appointed representative in relation to the changes. The discussions will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to above.

For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their union or other 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. The employer shall not be required to disclose confidential information the disclosure of which would be detrimental to the employer's interests.

3. DISCUSSIONS BEFORE TERMINATIONS

3.1 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing 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 employees directly affected and with their Union or other appointed representative.

3.2 The discussions shall take place as soon as is practicable and shall cover, amongst other matters the reasons the proposed terminations are required, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the Union or other appointed representative, 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 interests.

4. TRANSFER TO LOWER PAID DUTIES

Where an employee is transferred to lower paid duties for reasons set out in 1.1 above, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if they had been terminated, and the employer may 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. SEVERANCE PAY

5.1 Severance pay - other than employees of a small employer

An employee, other than an employee of a small employer as defined, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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

5.2 Severance pay - employees of a small employer

An employee of a small employer as defined whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service**Severance pay**

Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

5.3 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.

5.4 Continuity of service shall be calculated in the manner prescribed by clause 1.1. Provided that service prior to 30 September 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 5.2.

5.5 The above payments do not apply under the situations under s.122 of the Act, that is, where –

5.5.1 the employer obtains other acceptable employment for the employee; or

5.5.2 where in a transfer of employment situation, if the second (new) employer recognises the employee's service with the first (old) employer; or

5.5.3 the employee rejects an offer of employment made by another employer (the second employer) that:

5.5.3(a) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before the termination;

5.5.3(b) and recognises the employee's service with the first employer; and

5.5.3(c) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee.

6. EMPLOYEE LEAVING DURING NOTICE

An employee whose employment is terminated for reasons set out in clause 1 above may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payment under this schedule had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

7. TIME OFF DURING NOTICE PERIOD

7.1 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.

7.2 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 they shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

8. TRANSMISSION OF BUSINESS

8.1 Where a business is before or after the date of this agreement, transmitted from one employer (in this subclause called 'the transmittor') to another employer (in this subclause called 'the transmittee') and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

8.1.1 the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission:
and

8.1.2 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 transmittee.

8.1.3 In this subclause 'business' includes trade, process, business or occupation and includes part of any such business and 'transmission' includes transfer, conveyance, assignment or secession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

9. EMPLOYEES WITH LESS THAN ONE YEAR'S SERVICE

This schedule shall not apply to employees with less than one year's continuous service and the general obligation on the employer should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

10. EMPLOYEES EXEMPTED

This schedule shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

SCHEDULE 2: DISABLED WORKERS

1. WORKERS ELIGIBLE FOR A SUPPORTED WAGE

This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of the schedule, the following definitions will apply:

1.1 'Supported Wage System' means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in [Supported Wage System: Guidelines and Assessment Process].

1.2 'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

1.3 'Disability Support Pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

1.4 'Assessment instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

2. ELIGIBILITY CRITERIA

Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

The schedule does not apply to employers in respect of their facility, programme, undertaking service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the Act, or if a part only has received recognition, that part.

3. SUPPORTED WAGE RATES

Employees to whom this schedule applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing, according to the following schedule:-

Assessed Capacity	% of prescribed agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable shall be not less than **\$78.00** per week and where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

4. ASSESSMENT OF CAPACITY

For the purpose of establishing the percentage of the agreement rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed after consultation with the employee in accordance with the Supported Wage System and documented in an assessment instrument by either:

- the employer and the union, or
- the employer and an accredited Assessor.

5. LODGEMENT OF ASSESSMENT INSTRUMENT

5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.

5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that if the union is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

6. REVIEW OF ASSESSMENT

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

8. WORKPLACE ADJUSTMENT

An employer wishing to employ a person under the provisions of this schedule shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of the job duties, working time arrangements and work organisation in consultation with other workers in the area.

9. TRIAL PERIOD

9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provision of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

9.2 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

9.3 The minimum amount payable to the employee during the trial period shall be no less than **\$78.00** per week, or a pro rata amount for a part-time employee.

9.4 Work trials should include induction or training as appropriate on the job being trialled.

9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 4, Assessment of Capacity.

SCHEDULE 3: PIZZA HUT FRANCHISEES

Name of Employer	ABN/ACN
SHIVRATRI PTY. LTD.	54 134 476 645
MENGCOLE PTY LTD AS TRUSTEE FOR THE LY FAMILY TRUST	31 323 559 108
Jhandi Enterprises Pty Ltd	166 312 714
DOLPHIN ENTERPRISES (QLD) PTY LTD	161 733 571
ALICE SACHIN PTY LTD	52 166 216 486
WyNDSiNG PTY LTD	76 600 250 137
WINDSING PTY LTD ABN 70 128 042 428 ATF WYNDHAM FAMILY TRUST ABN 71 195 903 623	70 128 042 428
HERMES RETAIL HOLDINGS PTY LTD	ACN 165 259 432
NEW AUS PTY LTD	40 154 321 507
OZ CONTINENT INVESTMENTS PTY LTD	48 154 897 113
DAN'S HOME DELIVERIES PTY LTD	27 117 842 305
GEMPLASER PTY LIMITED	19 120 247 574
Mangalmurti Pty Ltd	72 534 223 040
CLJ GROUP INVESTMENTS PTY LTD	88 161 720 252
LHAN PTY LTD	65 164 175 339
SHENGLAN INTERNATIONAL GROUP PTY LTD	156 428 509
VINAYAK PTY. LTD ATF RITIKA ATHEIYA FAMILY TRUST	51 994 383 017
MAA OPERATIONS PTY LTD	93 164 066 040
GOOD AS GOLD ENTERPRISES PTY LTD AS TRUSTEE FOR THE PEMBROKE TRUST	27 852 552 870
XIN WU AS TRUSTEE FOR THE WU FAMILY TRUST	44 571 017 158
TK REVES PTY LTD	66 164 640 662
STEVARA PTY LTD	70 157 829 028
Love Deep Pty Ltd	19 962 200 447
KALBRO PTY LTD	15 159 770 751
NUNYARA PARK PTY LTD AS TRUSTEE FOR THE BAILEY FAMILY TRUST	153 562 371
CRUNCH N CRUMB PTY LTD	84 167 063 890
BRINGOME PTY LTD	13 160 513 468
PATELS FOOD PTY LTD AS TRUSTEE FOR PATELS GROUP UNIT TRUST	156 563 790
ALPHA BRAVO PTY. LTD.	74 127 935 175
CAFÉ COFFEEDAY PTY LTD	42 148 910 301
Kenmore Pizza Pty Ltd	82 168 113 193
TERFAM RESTAURANTS PTY. LTD. ATF THE TERRENS GROUP TRUST	17 753 097 510
GEORGE PHOENIX NEWMAN AS TRUSTEE FOR THE G & S NEWMAN FAMILY TRUST	84 102 923 084
BOETTCHER FLOOD ENTERPRISES PTY LTD	54 165 145 611
KELAM J. PTY LTD	40 155 602 565
JAINGILL PTY. LTD AS TRUSTEE FOR THE JAINGILL FAMILY TRUST	80 137 023 866
Hanu Australia Pty Ltd	167 461 403
HANS PROPERTY MANAGEMENT PTY LTD ATF J & E FAMILY TRUST	ACN 151 583 854 ABN 93 791 068 232

VALKS BURGMANN PTY LTD AS TRUSTEE FOR THE VALKS BURGMANN TRUST	63 153 208 729
DALE ALLANA DANIELSON AND GREGORY PAUL DANIELSON AS TRUSTEE FOR THE DANIELSON FAMILY TRUST	22 184 609 303
Dashmesh Pty Ltd	66 156 454 429
SO-COLLINS PTY LTD	92 160 821 607
PIZZA FAMIGLIA PTY LTD	ACN 168 485 318
BALIKAN PTY LTD ATF T & E SHIELDS FAMILY TRUST	49 164 806 204
JAI ARBUDA PTY LTD	97 348 340 679
JIJAM PTY. LTD AS TRUSTEE OF THE MEHRTENS FAMILY TRUST	96 958 788 325
SUNSHINE MANAGEMENT SERVICES PTY LTD	87 152004 718
YMAXIS ENTERPRISES PTY LTD AS TRUSTEE FOR THE PS KHATRI FAMILY TRUST	71 205 268 194
WIRE ENTERPRISES PTY LTD AS TRUSTEE FOR THE CAMPBELL FAMILY TRUST	161 369 295
KAMZ ENTERPRISES PTY. LIMITED AS TRUSTEE FOR THE KAMZ ENTERPRISES TRUST	57 393 687 470
PRAVITHA PTY LTD	21 168 637 027
SKYTER TRADE PTY LTD	97 165 324 489
EASY PIZZY PTY LTD	80 150 258 343
UNREAL CAR SOUND PTY LTD AS TRUSTEE FOR UNREAL TRUST	16 719 191 030

SCHEDULE 4: PUBLIC HOLIDAYS SUMMARY

	Full-time Employee	5 Day Part-time Employee (i.e. regularly rostered to work on 5 days per week)	Part-time Employee# where holiday falls on day that forms part of employee’s regular roster cycle	Part-time Employee where holiday falls on day that does not form part of employee’s regular roster cycle	Casual Employees
Work Ordinary Hours on Public Holiday	200% of rate for classification @				
Work Overtime on Public Holiday					
Non-working day on a public holiday <u>but not Anzac Day</u> on a weekend, or Easter Saturday	Another day in lieu, extra day’s pay or extra day added to annual leave by agreement	Another day in lieu, extra day’s pay or extra day added to annual leave.	No special payment	These provisions not applicable to casuals	
Non-working day is Anzac Day on a weekend, or Easter Saturday	No special payment				
Rostered to work but not required to attend because of holiday	No loss of pay				Only paid for day if rostered

Additional Notes

Excludes PH Express units.

@ Employee and employer may agree to substitute alternative holidays where other days have special religious or cultural significance.

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DAN'S HOME DELIVERIES PTY LTD	27 117 842 305
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CLJ GROUP INVESTMENTS PTY LTD	88 161 720 252
LHAN PTY LTD	65 164 175 339
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Yum! Restaurants Australia Pty Limited ABN 16 000 674 993
Kentucky Fried Chicken Pty Limited ABN 79 000 587 780
20 Rodborough Road (Locked Bag 522)
Frenchs Forest NSW 2086 Australia
Tel (612) 9930 3000 Fax (612) 9930 3001

Tuesday, 22 July 2014

Commissioner Bull
Fair Work Commission
Level 10, Terrace Tower
80 William Street
East Sydney NSW 2011

Dear Commissioner,

**Undertaking in relation to AG2014/1514 - Application for approval of the Pizza Hut
Queensland - SDA Employee Relations Agreement 2014**

On behalf of employer parties to the above proposed agreement, I am authorised to provide the following undertaking -

“The Dispute Settlement Procedure in clause 6 will apply to any disputes that arise in relation to the National Employment Standards as per s.186(6)(a)(ii) of the Fair Work Act 2009.”

Yours faithfully,

A handwritten signature in black ink that reads "Nichole Bowles".

Nichole Bowles
HR Manager
Pizza Hit Australia

