



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Tasty Fresh Pty Ltd**  
(AG2019/3389)

## **TASTY TRUCKS VAN STAFF ENTERPRISE AGREEMENT 2019**

Fast food industry

COMMISSIONER GREGORY

MELBOURNE, 24 OCTOBER 2019

*Application for approval of the Tasty Trucks Van Staff Enterprise Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Tasty Trucks Van Staff Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Tasty Fresh Pty Ltd. The Agreement is a single enterprise agreement.

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

[3] 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 the organisation.

[4] The Agreement is approved. Despite clause 4 of the Agreement, the Agreement will operate from 31 October 2019 in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 30 June 2022.



COMMISSIONER

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**Van Staff  
Enterprise  
Agreement  
2019**

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## 1. PARTIES TO AGREEMENT

This Agreement is made between:

- i. Tasty Fresh Pty Ltd (The Employer);
- ii. Van Managers of the Employer (The Employee); and
- iii. Shop, Distributive and Allied Employees' Association (The Union)

## 2. SCOPE

The Agreement covers employees employed in classifications listed in clause 14, but excluding persons employed in a supervisory position.

## 3. OBJECTIVES

The parties to the Agreement are committed to co-operating positively to enhance the productivity of the business through continued review of all aspects of operations and to continue to provide Employees with access to more fulfilling, varied and better paid work. This Agreement seeks to continue providing measures to:

- Ensure Employees are consulted and involved in making decisions that may affect them in their particular work areas
- Provide Employees with training and development to ensure that they have the opportunity to improve their skill and achieve their potential within the established career paths and meet the changing needs of the Employer
- Provide a safe, healthy and respectful workplace
- Ensure that Employees continue to benefit from the success of their efforts
- Ensure Employees work reasonable hours
- Ensure flexibility for work and family responsibilities
- Promote permanent employment within the workforce wherever possible
- Ensure the delivery of quality service to customers of the business and continuous improvement

The parties recognise that this is essential to job security, the affordability of salary increases and the future success of the business.

## 4. PERIOD OF OPERATION & SUPERCESSION

This Agreement will operate from the first pay period commencing on or after 1<sup>st</sup> July 2019 and will operate until the expiry date on 30<sup>th</sup> June 2022 and replaces all previous Agreements.

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## 5. EMPLOYEE DUTIES

The Employee will diligently and faithfully perform all the duties and responsibilities arising from employment and will be bound by any reasonable policy and procedures formulated by the

Employer and of which the Employee has been given reasonable notice. Such policies and procedures are not incorporated into this Agreement.

## 6. RELATIONSHIP TO AWARD

The terms of the Fast Food Industry Award 2010 ("the Award") are incorporated into this Agreement however where there is any conflict or inconsistency between the Award and the Agreement, the Agreement shall apply to the extent of the conflict or inconsistency.

## 7. PROBATIONARY PERIOD

All new Permanent Employees shall be on probation for the first six (6) months of engagement. During this period the Employer may terminate employment by the giving of one week's notice.

## 8. MEAL INTERVALS / REST BREAKS

The provisions of the incorporated Award shall apply but the Model Flexibility Provision can be utilised to permit variations to this clause by agreement between the Employer and Employees.

## 9. STAFF DISCOUNT / ACCESSING PRODUCT

### STAFF DISCOUNT

All Employees of the Employer will be entitled to apply for a staff purchases card subject to the conditions of issue from time to time. The card entitles them to 50% discount off all purchases (excluding cigarettes).

The amount purchased by an Employee in a pay week will be deducted from the Employee's wage payment at the end of each pay week.

### ACCESS TO PRODUCT

Employees may access, from designated binned items areas at the end of each day, up to 6 food items daily (non-cumulative) and access to further product may only be granted by specific authority.

## 10. HOURS OF WORK

Employees may be engaged to work between the hours of 5 am and 5pm Monday through to Friday.

The actual hours worked by an Employee and paid by the Employer will include:

- (i) Preparation time,
- (ii) Travel time to and actual time of first stop of the day,
- (iii) Travelling to and selling at each subsequent stop,
- (iv) Actual time of last stop and travel time back to base from last stop,
- (v) Conducting stock take, attending cash room to account and stock balancing,
- (vi) Other duties as directed,

as recorded from time to time in the Round time report and signed by both the Employer and Employee.

## 11. PART TIME EMPLOYEES

Part-time Employees shall be employed in accordance with the Award and for a minimum of 12 hours per week.

Time worked in excess of contracted weekly hours will be compensated at ordinary rates, provided the Employee agrees in writing prior to working the additional time and the total time worked does not exceed 38 hours in any week.

Part-time Employees are encouraged to approach the Employer at any reasonable time to discuss increasing their contracted weekly hours by identifying new potential clients and building their runs.

## 12. OVERTIME

Employees who work outside the spread of hours or in excess of ordinary hours will be compensated at overtime rates of pay as specified in the Award.

Work outside the spread of hours or in excess of ordinary hours includes:

- (a) Work performed before 5am Monday to Friday;
- (b) Work performed after 5pm Monday to Friday;
- (c) More than 10 hours work in any one day;
- (d) More than 38 hours in any week;
- (e) Work performed by a part time Employee in excess of contracted weekly hours where there is no agreement in writing prior to working the additional time;
- (f) Work performed on Saturdays and/or Sundays.

## 13. CLASSIFICATIONS

**TRAINEE VAN MANAGER** means an Employee who enters the industry and is unable to meet the competency requirements of a Van Manager but is engaged in displaying & selling pre-prepared food from a lunch van to regular customers whilst being responsible for stock and cash control during the first three months of employment. Provided that an additional three months may be served at this level, by mutual agreement between the Employer and the Employee. Further, if any disagreement arises from this provision it will be determined in accordance with clause 30 Dispute Resolution.

**VAN MANAGER** means an Employee engaged in displaying & selling pre-prepared food from a lunch van to regular customers whilst being responsible for stock and cash control.

**RELIEF VAN MANAGER** means an Employee engaged in displaying & selling pre-prepared food from a lunch van to customers normally serviced by a regular Van Manager, whilst being responsible for stock and cash control.

**TRAINER VAN MANAGER** means a Relief Van Manager who is also responsible for the training of new Van Managers.

## 14. WAGE RATES

From the first full pay period commencing on or after 1<sup>st</sup> July 2019

**VAN MANAGER – PERMANENT HOURLY RATE**

| Classification | Trainee | Van Manager | Relief<br>Van Manager | Trainer |
|----------------|---------|-------------|-----------------------|---------|
| Rate           | 21.60   | 23.32       | 25.00                 | 26.21   |

Casual Position Hourly rate will be Rate + 25% Loading

No junior rates will apply.

## 15. WAGE INCREASES

Wages will be increased by 3.0% or the Annual Wage Review increase, whichever is greater, from the first pay period on or after 1<sup>st</sup> July 2020 and thereafter on the anniversary of that date until the expiry date of the Agreement. The Annual Wage Review increase is to be measured by reference to the percentage increase in modern award minimum wages determined in the Annual Wage Review decision published by the Fair Work Commission each year.

## 16. ALLOWANCES

All applicable allowances shall be paid as per the Award.

## 17. SUPERANNUATION

Superannuation contributions will be paid as required under the Superannuation Guarantee (Administration) Act 1992 as varied from time to time to any compliant fund chosen by the Employee. If no fund is chosen then contributions will be made to the AMP Flexible Super Fund No. 903253586

Contributions will be paid monthly.

## 18. ABSENCES

Notification of absence including anticipated length of absence is to be given as soon as practicable and should be made to the Employer well in advance of shift commencement time in order that alternative staffing arrangements can be made.

Notification must be received by phone call (texting is not acceptable) by the Employee only, unless extreme circumstances prevent this. In this instance only a phone call from a second party is to be received and the Employer may seek justification of this upon the Employee's return to work.

In the event of absence due to sickness, a medical certificate, statutory declaration or other satisfactory evidence will be required for any absence exceeding one day or for any absence abutting a public holiday, weekend or time off in lieu. This evidence, subject to privacy legislation, must explain the basis for any statement that the Employee is unfit for work.

## 19. ABANDONMENT OF EMPLOYMENT

An Employee who is absent from work for a period of three consecutive shifts without the consent of the Employer and, during that time, has failed to notify the Employer or satisfy the Employer the absence was for a reasonable cause, shall be deemed to have abandoned the employment and the Employer will be entitled to treat the employment as having been terminated, at the initiative of the employee, at the date the employee last worked.

Where employment is abandoned, no notice is payable to the Employee.

The Employer will make reasonable efforts to contact the absent Employee before employment is deemed terminated due to abandonment.

## **20. LEAVE PROVISIONS**

### **Annual Leave**

The provisions of the Fair Work Act 2009 and the Award shall apply, subject to the following:

Full time and part-time Employees are entitled to 4 weeks (20 days) annual leave for each completed year of service exclusive of public holidays falling within the period of leave. Part time Employees will be paid annual leave on a pro-rata basis.

Annual leave is to be taken at a time mutually agreed with the Employer or on four weeks' notice by the Employer. Annual leave should be taken within 12 months.

Leave requests must be submitted as early as possible and will generally only be considered where sufficient leave has been or will be accrued at the time of taking the leave.

Leave requests cannot always be accommodated however leave approval will not be withheld unreasonably.

Subject to the Fair Work Act 2009 the Employer may give the Employee 4 weeks' notice of any normal days when the business will not be operating and these days must be taken as Annual Leave by the Employee.

An Employee who leaves or is dismissed for any reason shall receive on termination, any accrued annual leave entitlement and annual leave loading.

During a period of annual leave an Employee will receive a 17.5% loading calculated on the wage rate prescribed in clause 14 – Wage Rates. Annual leave loading is payable on leave accrued when taken or paid out.

### **Personal leave**

The provisions of the Fair Work Act 2009 shall apply.

All Full-time and Part-time Employees are entitled to paid personal leave (accumulated at 5.85hrs for every 152 hrs worked).

Noting the requirement under the Fair Work Act 2009 to provide Employees up to 2 days of unpaid carer's leave, the Employer may, at its discretion, grant additional unpaid personal leave under exceptional circumstances.

Notification and evidentiary requirements are as detailed in clause 18 Absences.

Subject to compliance with this clause, an Employee who is pregnant may access personal leave entitlements to attend medical appointments associated with the pregnancy.

### **Bereavement Leave**

The provisions of the Fair Work Act 2009 shall apply however the entitlement shall be for three days per occasion.

### **Parental Leave**



The provisions of the Fair Work Act 2009 shall apply.

### **Long Service Leave**

In accordance with the Fair Work Act 2009, State Long Service Leave legislation will apply.

### **Community Service Leave**

The provisions of the Fair Work Act 2009 shall apply.

### **Domestic and Family Violence Leave**

The Employer and the Union recognise that Employees sometimes face situations of domestic violence or abuse in their personal life perpetrated by a family or household member either during a relationship or after separation.

The Employer and the Union are committed to providing support to Employees who experience family or domestic violence and will treat all matters with confidentiality.

#### **Leave to deal with Family and Domestic Violence**

(a) This clause applies to all Employees, including casuals.

(b) Definitions

(i) In this clause:

**family and domestic violence** means violent, threatening or other abusive behavior by a family member of an Employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

#### **family member means:**

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;  
or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

(ii) A reference to a spouse or de facto partner in the definition of family member includes a former spouse or de facto partner.

(c) Entitlement to paid leave

Except for casuals, an Employee is entitled to access paid leave of two (2) days per annum.

The Employee is also entitled to access paid Personal Leave for this purpose.

(d) Entitlement to unpaid leave

An Employee is entitled to unpaid leave for up to five (5) days per occasion to deal with family and domestic violence.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

Note 2. The Employer and Employee may agree that the Employee may take more than 2 days' unpaid leave to deal with family and domestic violence.

(e) Taking unpaid leave

An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

(i) is experiencing family and domestic violence; and

(ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

(f) Service and continuity

The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

(g) Notice and evidence requirements

(i) Notice

An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:

- must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- must advise the Employer of the period, or expected period, of the leave.

(ii) Evidence

An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

(h) Confidentiality

(i) The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an employee has provided under this clause is treated confidentially, as far as it is reasonably practicable to do so.

(ii) Nothing in this clause prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer should consult with such Employees regarding the handling of this information.

(i) Compliance

An Employee is not entitled to take leave under this clause unless the Employee complies with these provisions.

- (j) An Employee who supports a person experiencing family or domestic violence may take personal leave / carers leave, as per clause 20, to accompany them to court or hospital or to mind children.
- (k) An Employee who supports a person experiencing family or domestic violence may take personal leave / carers leave, as per clause 20, to accompany them to court or hospital or to mind children.
- (l) Employees experiencing family or Domestic Violence will have the right to request flexible workplace arrangements.
- (m) An Employee will not suffer discrimination or adverse action by any person if they disclose an experience of family or domestic violence.
- (n) The Employer, in consultation with the SDA, will develop guidelines and provide training which details the appropriate action to be taken in the event that an Employee reports family or domestic violence, such as appropriate referral information, development of safety action plans, and the roles and responsibilities of managers and Employees.

## 21. PUBLIC HOLIDAYS

The provisions of the Fair Work Act 2009 and the Award shall apply.

## 22. PRESENTATION AND APPEARANCE

Employees must maintain the highest personal presentation standards in accordance with the Tasty Trucks HAACP Food Safety Plan.

Uniform standards must be maintained at all times.

## 23. CLEANING DUTIES

It shall be part of a Van Manager's duties to perform regular cleaning functions incidental to their work. It will include the cleaning of shelves and cleaning of equipment used in their work and maintaining their vehicle cabin in a clean and presentable manner.

## 24. PAYMENT OF WAGES

Wages will be paid by the Tuesday after the end of the pay period into a bank account nominated by the Employee. Provided that where a public holiday falls on a Monday or Tuesday wages will be paid on the following Wednesday. It is the Employee's obligation to provide the correct bank details to the Employer and advise the Employer promptly if there are any changes to those details.

Electronic pay advice giving details of earnings and deductions will be available contemporaneously with each pay.

## 25. OCCUPATIONAL HEALTH & SAFETY

The Employer will provide any necessary safety training to enable the Employee to fulfill task requirements.

The Employee agrees to observe all relevant safety precautions and procedures as required by

the Employer and the relevant workplace or occupational health and safety legislation and regulation, including the wearing of any protective clothing and equipment.

Tasty Trucks visits many sites daily and some have specific OH&S requirements and the Employer accepts that it will ensure the necessary training and inductions are completed where this is a requirement. The Employee agrees to observe all relevant safety precautions and procedures as supplied by customers from time to time.

## **26. CODE OF CONDUCT**

Employees acknowledge that they will abide by the Tasty Trucks Core Values at all times with these being:

**TEAM** – supporting one another to achieve results

**RESPECT** – Everyone Counts

**WIN-WIN** – good for you good for me

**INTEGRITY** – we conduct business in a fair and honest way

**CONTINUOUS IMPROVEMENT** – Constantly searching for better ways.

### **ATTENDANCE**

Employees understand that the Employer, other Employees and customers are adversely affected by lack of punctuality and attendance. It is the responsibility of all Employees to start work on time, irrespective of the starting time.

### **VEHICLES**

Considerable investment has been made in assembling the vans for use on the road and the Employee will make every effort to keep the vehicles safe and roadworthy at all times. The Employees acknowledge that they will make every effort to maintain the vehicles in good working order at all times and report any faults as soon as they are noticed. The Employee also undertakes that they will do everything possible to avoid accidents and or damage to the vehicles, which adds a considerable cost to the business through insurance costs, replacement costs and loss of time on the road.

### **COMPANY PROPERTY**

Employees are required to take all reasonable care in the use of company property and to protect any company property in their care.

On termination of employment or upon request to do so, Employees must return in good condition (subject to fair wear and tear) any property in their possession belonging to the Employer. Uniform bond taken at time of initial employment will only be refunded upon satisfactory return of uniform provided, in good condition. Uniform bond will be refunded upon termination or completion of satisfactory probation period, whichever is the earliest event.

### **SMOKING POLICY**

Both the Employer and Employee recognize the health risks of smoking and support the objective of a tobacco smoke-free work environment. Both parties also recognize the effects that the look and/or odour that smoking can create and have a direct impact on the profitability of this food handling business. To this end, smoking is prohibited throughout all the company's premises and whilst in charge of a company vehicle. Smoking is only allowed during break times in the designated outdoor smoking area.

Any breach of the Smoking Policy will be treated as serious misconduct.

## **VAN MANAGER STOCK & CASH BALANCING POLICY**

Accurate cash handling and balancing is a critical aspect of an Employee's performance

Both the Employer and Van Manager recognize the importance of balancing the Stock and Cash -in-fill amount each day.

Nevertheless:

- in the event of the first instance of a daily stock discrepancy greater than 1 for any stock item, the van manager will be asked to re-count the relevant stock item.
- in the event of the first instance of an unreasonable daily cash discrepancy, the van manager will be counseled and re-trained in the correct cash handling procedures.

## **27. CONFIDENTIAL INFORMATION**

The Employee will treat all "confidential information" (meaning all transactions, records and information pertaining to the business that are not in the public domain) as strictly confidential and will not disclose any "confidential information" to any person, firm, company or other body unless previously and expressly authorised in writing by the Employer.

The Employee shall hold all "confidential information" in strict confidence, both during the period of employment and also after termination of employment relationship.

The Employee will not use or attempt to use any "confidential information" in any manner and for any purpose other than the purpose of the business of the Employer.

## **28. TERMINATION & RESIGNATION**

The Employer may terminate the employment contract at any time by giving the other party the required period of notice specified below. Instead of providing the specified notice the Employer may choose to make payment in lieu of notice. If the Employee fails to give the required notice, the Employee forfeits the entitlement to any monies owing equal to the amount of notice not given.

Nothing in this Agreement affects the Employer's right to dismiss an Employee without notice for serious misconduct and an Employee so dismissed shall only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.

The notice of termination period shall be:

By the Employer:

| <b>Years of Service</b> | <b>Required Notice</b> |
|-------------------------|------------------------|
| Less than one Year      | 1 week                 |
| Years 2 – 3             | 2 weeks                |
| Years 4 – 5             | 3 weeks                |
| Over 5 Years            | 4 weeks                |

Employees 45 years and over who have completed at least two (2) years continuous service with the Employer will receive one (1) additional week's notice.

By the Employee: One week's notice in writing or such other period as agreed by the parties.

## 29. REDUNDANCY

The provisions of the Fair Work Act 2009 shall apply provided that Employees with at least 9 years service shall have an entitlement to a redundancy pay period of 16 weeks.

## 30. DISPUTE RESOLUTION PROCEDURE

In relation to any matter arising about the terms of this Agreement or the application of the National Employment Standards that may be in dispute between the parties to this Agreement ("the matter"), the parties:

- a. will attempt to resolve the matter at the workplace level, including, but not limited to:
  - i. the Employee and his or her supervisor meeting and conferring on the matter; and
  - ii. if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
- b. acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level; and
- c. agree to allow either party to refer the matter to the Fair Work Commission (FWC) for mediation and if necessary arbitration if the matter cannot be resolved at the workplace level; and
- d. agree that if either party refers the matter to mediation/arbitration both parties will participate in the mediation/arbitration process in good faith; and
- e. acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the mediation /arbitration process; and
- f. agree that FWC may be appointed as arbitrator by either party and will be given all powers necessary to conclude an effective arbitration; and
- g. agree that during the time when the parties attempt to resolve the matter:
  - i. the parties continue to work in accordance with the contract of employment unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
  - ii. subject to relevant provisions of any state or territory occupational health and safety law, even if the Employee has a reasonable concern about an imminent risk to his or her health or safety, the Employee must not unreasonably fail to comply with a direction by his or her Employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform; and
  - iii. the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible; and
- h. agree not to commence an action:
  - i. to obtain a penalty under the Act; or
  - ii. to obtain damages for breaches of a Certified Agreement; or
  - iii. to enforce a provision of the Certified Agreement; unless:

- iv. the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and
- v. either:
  - A. a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or
  - B. mediation was requested by either party and that mediation has been completed.

## 31. PROVISION RELATING TO ANTI-DISCRIMINATION

The parties to this Agreement agree that:

- (a) it is their intention to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

## 32. MODEL FLEXIBILITY PROVISION

- (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:
  - (a) the Agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- (2) The Employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

- (3) The Employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the Employer and Employee; and
  - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The Employer or Employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Employer and Employee agree in writing — at any time.

### 33. MODEL CONSULTATION TERM

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

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative;



the Employer must recognise the representative.

- (5) As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.
- (6) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (7) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (8) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on Employees*** if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and

- (b) subclauses (11) to (15) apply.
- (11) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the Employer must:
  - (a) discuss with the relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant Employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (15) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (16) In this term relevant Employees means the Employees who may be affected by a change referred to in subclause (1).

#### 34. UNION MATTERS

- (1) The Employer recognises the Shop, Distributive and Allied Employees' Association (SDA) as the union that has representation of Employees covered by this Agreement. This representation extends to all conditions of employment, whether those terms and conditions are subject to the Agreement or not.
- (2) The Employer undertakes upon written authorisation, to deduct Union membership fees, as levied by the SDA in accordance with its rules, from the pay of Employees who are members of the SDA. Such monies collected will be forwarded to the SDA in conjunction with each pay cycle, together with a schedule of such contributions.
- (3) The Employer shall recognise the Union Delegate(s) who are elected by the Employees, or appointed by the SDA, as the on-site representative(s) of the SDA and whose names(s) have been forwarded in writing to the Employer by the SDA.

- (4) The Employer undertakes that, as part of the induction procedure for any new Employee covered by the Agreement, it shall advise the new Employee that there is an Agreement on site that has been negotiated between the Employer and the Union.

## SIGNATORIES

Signed for on behalf of )

Tasty Fresh Pty Ltd )

Name CONN LEAR

Address 15 CARROLL AVE

Authority BRUNSWICK TASTE 3109

MANAGING DIRECTOR



Signed for and on behalf of the Shop )

Distributive and Allied Employees )

Association) )

Name GERARD DWYER

Address LE, 53 QUEEN ST, MELBOURNE

Authority NATIONAL SECRETARY - TREASURER



Signed for and on behalf of )

the Employees covered by the Agreement )

Name LISA NAISMITH

Address 47 MOUNT VIEW RD, BORONIA

Authority VAN SALES MANAGER

