



Australian Government

Fair Work

OMBUDSMAN

PROACTIVE COMPLIANCE DEED

Between

The Commonwealth of Australia

(as represented by the Office of the Fair Work Ombudsman)

and

Domino's Pizza Enterprises Limited (ABN 16 010 489 326)

Schedule 1

Details:

Parties	Fair Work Ombudsman (FWO) and Domino's Pizza Enterprises Limited (Domino's)	
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FWO	Name	Commonwealth of Australia (as represented by the Office of the Fair Work Ombudsman)
	ABN	43884188232
	Address	The Fair Work Ombudsman GPO Box 9887 BRISBANE QLD 4001
	Telephone	(07) 3404 7486
	Fax	(02) 6276 7173
	Attention	Russell Jacob Director – Misclassification and Operational Support Services

Domino's	Name	Domino's Pizza Enterprises Limited
	ABN	16 010 489 326
	Address	Level 5, KSD1 485 Kingsford Smith Drive HAMILTON QLD 4007
	Telephone	(07) 3633 3312
	Fax	(07) 3262 3945
	Attention	Craig Ryan General Counsel and Company Secretary

Domino's Contact Person	Tim Van Schyndel Industrial Relations Advisor
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OPERATIVE PROVISIONS:

1. Background

- 1.1 Domino's and its franchisees have over 1313 stores across six countries, including over 520 in Australia and New Zealand.
- 1.2 Domino's and its franchisees employ over 16,500 full-time and casual employees across five countries, including 14,000 in Australia and New Zealand.
- 1.3 The Fair Work Ombudsman and Domino's entered into a pro-active compliance deed on 19 December 2011 (**First Deed**). All agreed activities provided for in the First Deed were undertaken by the parties.
- 1.4 Throughout the period of the First Deed, the Fair Work Ombudsman observed Domino's undertaking responsive, self-regulated compliance activities which have improved the way in which Domino's manages workplace relations both internally and externally.
- 1.5 To facilitate ongoing collaboration between the Fair Work Ombudsman and Domino's, the parties have agreed to enter into a second deed.
- 1.6 The parties agree as follows.

2. Acknowledgments

2.1 Domino's acknowledges that:

- (a) it places a high priority on continuous improvement and welcomes the opportunity to work closely with the FWO to ensure ongoing compliance with Commonwealth workplace laws;
- (b) the promises it has given in this Deed are reasonable in the circumstances;
- (c) the FWO may:
 - i. make this Deed available for public inspection, including by posting it on the FWO internet site at www.fairwork.gov.au;
 - ii. release a copy of this Deed pursuant to any relevant request under the *Freedom of Information Act 1982* (Cth);
 - iii. issue a media release in relation to this Deed; and
 - iv. from time to time, publicly refer to this Deed;
- (d) if Domino's contravenes any of the terms of this Deed the FWO may take any enforcement action the FWO considers appropriate.
- (e) for the avoidance of doubt, this Deed does not confer on the FWO any additional rights to the Commonwealth workplace laws.
- (f) for the avoidance of doubt, nothing in this Deed will result in Domino's being subject to enforcement action in connection with the conduct of any of its franchisees in circumstances where Domino's would not otherwise be subject to such action.

3. Promise to take proactive compliance activity

- 3.1 Domino's must do or cause to be done all those activities and things set out in Attachment A to this Deed.

4. Commencement of Proactive Compliance Deed

- 4.1 This Deed comes into effect when both Domino's and the FWO have executed this Deed.
- 4.2 This Deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter, including the First Deed.
- 4.3 This Deed will expire at the end of 2 years after the commencement of this Deed, unless terminated earlier in accordance with its terms.

5. Publicity

- 5.1 The FWO agrees to provide Domino's with 24 hours to view all FWO media releases (**Releases**) arising from this Deed prior to publication by the FWO. If Domino's requests any edits or amendments to the Releases, FWO will, in good faith consider those requests.
- 5.2 Notwithstanding 5.1, Domino's agrees and acknowledges that, if Domino's make any suggested edits or amendments to the Releases, the FWO is under no obligation to accept any of them.
- 5.3 The Releases will reflect the positive cooperation of Domino's.
- 5.4 The Fair Work Ombudsman acknowledges that Domino's may issue its own media releases arising from this Deed. Domino's agrees to provide the Fair Work Ombudsman with 24 hours to view all Domino's media releases arising from this Deed prior to publication by Domino's.
- 5.5 Domino's will ensure that all media releases published by it arising from this Deed will comply with clause 6 of this Deed.

6. No Inconsistent Statements

Domino's:

- (a) must not;
 - (b) must use its best endeavours to ensure that each of its officers, employees or agents do not ; and
 - (c) must use reasonable endeavours to ensure that each of its licensees do not
- make any statement, orally, in writing, or otherwise which conveys or implies or reasonably conveys or implies anything inconsistent with the acknowledgements made in this Deed.

7. Termination by the FWO

- 7.1 Without prejudice to any right or remedy the FWO may have, at any time, the FWO may, by notice in writing, terminate this Deed (that is, immediately and without notice) if Domino's commits, in the opinion of the FWO, a serious or persistent breach or non-observance of a term or terms of this Deed.

8. Independent Legal Advice

8.1 Domino's acknowledges that:

- (a) before executing this Deed, Domino's was given the opportunity to seek independent legal and other advice of its choice;
- (b) Domino's fully understands the effect of this Deed.

9. Continuing obligations

The following clauses survive termination of this Deed for whatever reason (including termination by the FWO):

- (a) clause 2 (Acknowledgements); and
- (b) clause 6 (No inconsistent statements).

10. Legally binding

- 10.1** The terms of this document are intended to have immediate effect on all parties upon commencement of this Deed.

11. Entire agreement

- 11.1** This Deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter. No oral explanation or information provided by either party to the other:

- (a) affects the meaning or interpretation of this Deed; or
- (b) constitutes any collateral agreement, warranty or understanding between the FWO and Domino's.

12. Construction

- 12.1** No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Deed or any part of it.

- 12.2** Unless expressed to the contrary in this document:

- (a) words in the singular include the plural and vice versa; and
- (b) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced.

13. Severance

- 13.1** If the whole or any part of a provision of this Deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Deed or is contrary to public policy.

14. Governing law

- 14.1** This Deed shall be construed in accordance with the laws for the time being of the State of Queensland and the parties hereby submit to the jurisdiction of the Courts of that State and the Courts empowered to hear appeals from the Courts of that State.

15. Counterparts

- 15.1 This Deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one instrument.

16. Costs in respect of this Deed

- 16.1 The parties must pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this Deed and other related documentation.

17. Notices

- 17.1 Any notice, request or other communication to be given or served pursuant to this Deed must be in writing and dealt with as follows:

- (a) if given by Domino's to the FWO, at the address indicated in Schedule 1 or as otherwise notified by the FWO; or
- (b) if given by the FWO to Domino's, marked for the attention of the Domino's Contact Person with the address indicated in Schedule 1 or as otherwise notified by Domino's.

- 17.2 Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or transmitted electronically.

- 17.3 Any notice, request or other communication will be deemed to be received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by pre-paid ordinary post within Australia, upon the expiration of 2 Business Days after the date on which it was sent; and
- (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

18. Date of this Deed

- 18.1 The date the parties execute the Deed, or, if it is executed on different dates, the date of last execution.

19. Definitions

In this Deed:

Deed means this Proactive Compliance Deed, including any Schedules and Attachments;

Commonwealth workplace laws means:

- the *Fair Work Act 2009*;
- the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*
- the *Fair Work Regulations 2009*;
- the *Fair Work (Transitional Provisions and Consequential Amendments) Regulations 2009*

Domino's Contact Person means the person nominated by Domino's in Schedule 1 to this Deed, or any other person specified by Domino's in writing and notified to the FWO.

Franchisee means an entity or person that has entered into a franchise agreement with Domino's for the right to operate a Domino's outlet.

Signing page

EXECUTED BY Domino's Pizza
Enterprises Limited in accordance with
section 127 of the Corporations Act 2001
(Cth)"



(Signature of Director/Secretary)

Craig Anthony Ryan

(Name of Director/Secretary in Full)



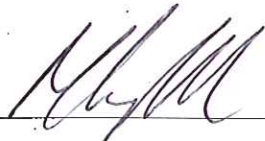
(Signature of Director)

Donald Jeffrey May

(Name of Director in Full)

Date:

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA as
represented by the Office of the Fair Work
Ombudsman:



(Printed Name)

Michael Campbell

(Signature)

DEPUTY FAIR WORK OMBUDSMAN 4/9/2014

(Title)

(Date)

In the presence of:

LOUISE CATO

(Name of Witness in Full)



(Signature)

Attachment A (Proactive Compliance Activities)

Internal Communication – The Deed

Obligations as an Employer

1. Within 14 days of the execution of the Deed, Domino's will communicate the existence of the Deed to all current employees via a message on the payroll system and/or placing a notice on a notice board in the store and make a copy of the Deed available to all staff.

That communication is to be in the following form:

Domino's has taken the proactive step of entering into a further Proactive Compliance Deed (Deed) with the Fair Work Ombudsman.

By entering into the Deed, Domino's demonstrates that it is committed to working with the Fair Work Ombudsman to ensure compliance with Australian workplace laws and to promote a harmonious, productive and cooperative workplace.

Domino's has made the Deed available to all staff through <insert hyperlink or place>.

You are able to access information about entitlements and rights at work by contacting Tim Van Schyndel on (07) 3326 5447 or tim.vanschyndel@dominos.com.au, who has been appointed by Domino's as an Employee Liaison Officer, or by visiting the Fair Work Ombudsman website at www.fairwork.gov.au or speaking to a Fair Work Advisor on 13 13 94."

Obligations as a Franchisor

2. Within 14 days of the execution of the Deed, Domino's will communicate the existence of the Deed to all current franchisees via its internal communication system, such as email or internal memo, and make a copy of the Deed available to all franchisees.

Within 28 days of the execution of the Deed, the Franchisees will provide to each employee a copy of the below communication.

That communication is to be in the following form:

"Domino's has taken the proactive step of entering into a further Proactive Compliance Deed (Deed) with the Fair Work Ombudsman.

By entering into the Deed, Domino's demonstrates that it is committed to working with the Fair Work Ombudsman to ensure compliance with Australian workplace laws and promote a harmonious, productive and cooperative workplace.

Domino's requires all franchisees to commit to ensuring compliance with workplace laws and to engage with the Fair Work Ombudsman on matters arising as a result of workplace complaints.

We have made the Deed available to all our staff through <insert hyperlink or place>. You are able to access information about entitlements and rights at work by contacting Tim Van Schyndel on (07) 3326 5447 or tim.vanschyndel@dominos.com.au, who has been appointed by Domino's as an Employee Liaison Officer, or by visiting the Fair Work Ombudsman website at www.fairwork.gov.au or speaking to a Fair Work Advisor on 13 13 94."

Implement Systems and Processes

Obligations as an Employer

3. Domino's must ensure that it complies at all times and in all respects with relevant Commonwealth workplace laws by developing systems and processes to ensure ongoing compliance.

Obligations as a Franchisor

4. Domino's will provide appropriate guidance and training to facilitate compliance with relevant Commonwealth workplace laws by its franchisees.

Workplace Enquiries

5. If the Fair Work Ombudsman receives a workplace enquiry regarding Domino's or a franchisee, and the person making the enquiry has not previously raised the enquiry directly with Domino's or the franchisee, the Fair Work Ombudsman will refer the person making the enquiry to a Domino's Employee Liaison Officer or the Domino's Contact Person (as identified in the Deed and this Attachment).
6. If the person making the enquiry has previously contacted Domino's with the same enquiry and believes the enquiry was not resolved, the Fair Work Ombudsman will aim to resolve the enquiry.

Self-Resolution of Complaints

Obligations as an Employer

7. Within seven days of receiving a complaint concerning Domino's, the Fair Work Ombudsman will notify Domino's of the complaint and provide details supplied by the complainant. The Fair Work Ombudsman will ask the employee to provide particulars in support of their complaint.
8. Domino's will use all reasonable endeavours to resolve the complaint and make rectification of identified underpayments, and other issues identified by the Fair Work Ombudsman, within 28 days of notification by the Fair Work Ombudsman.
9. Within 14 days of resolving a complaint referred to under paragraph 8 above, Domino's will provide the Fair Work Ombudsman with evidence that the complaint has been resolved and any identified underpayments, and other issues identified by the Fair Work Ombudsman, have been rectified.
10. Where the complaint cannot be resolved by agreement between Domino's and the complainant within 28 days of notification by the Fair Work Ombudsman, Domino's must

within 7 days of the end of the 28 day period inform the Fair Work Ombudsman in writing as to why the matter could not be resolved between the parties.

11. The Fair Work Ombudsman reserves its rights to investigate any complaint that it considers serious or in the public interest to investigate or unable to be resolved within 28 days.

Obligations as a Franchisor

12. Within seven days of receiving a complaint concerning a franchisee, the Fair Work Ombudsman will notify the franchisee and Domino's of the complaint and provide details supplied by the complainant. The Fair Work Ombudsman will ask the employee to provide particulars in support of their complaint.
13. Domino's will use all reasonable endeavours to assist the franchisee to resolve a complaint and make rectification of identified underpayments, and other issues identified by the Fair Work Ombudsman, within 28 days of notification by the Fair Work Ombudsman.
14. Within 14 days of resolving a complaint referred to under paragraph 12 above, Domino's or the franchisee will provide the Fair Work Ombudsman with evidence that the complaint has been resolved and identified underpayments, and other issues identified by the Fair Work Ombudsman, have been rectified by the franchisee.
15. Where the complaint cannot be resolved by agreement between the franchisee and the complainant within 28 days of notification by the Fair Work Ombudsman, Domino's or the franchisee must within 7 days of the end of the 28 day period, inform the Fair Work Ombudsman in writing of the reasons why the matter could not be resolved between the parties.
16. Where a complaint has been referred back to the Fair Work Ombudsman in line with paragraph 15 above, any further investigation of the complaint will be a matter for the Fair Work Ombudsman.
17. The Fair Work Ombudsman reserves its rights to investigate any complaint against a franchisee that it considers serious or in the public interest to investigate or unable to be resolved within 28 days.
18. Further details regarding public interest considerations may be found on the Fair Work Ombudsman website.

Resources

19. Domino's must commit all necessary resources, financial or otherwise, and meet all necessary expenses associated with the effective implementation of the Deed.
20. Domino's must make available a specified person or persons to act as Employee Liaison Officers for all queries from Domino's employees, or employees of franchisees, which concern any complaints referred by the Fair Work Ombudsman.

21. Domino's must notify the Fair Work Ombudsman in writing of the name or names of Domino's Employee Liaison Officer/s within 7 days of the commencement of this Deed, and must notify the Fair Work Ombudsman in writing within 7 days of any change to Domino's Employee Liaison Officer/s.
22. Domino's has identified in Schedule 1 to the Deed a single national contact person to whom all queries from the Fair Work Ombudsman which concern the implementation of the program, or any complaints referred by the Fair Work Ombudsman, can be directed. Domino's must notify the Fair Work Ombudsman in writing within 7 days of any change to Domino's Contact Person/s.
23. The Fair Work Ombudsman will identify a single national contact person (the Fair Work Ombudsman Liaison Officer) whom all queries from Domino's can be directed. This officer may change from time to time.

Reporting

24. At the expiry of the Deed, Domino's will provide the Fair Work Ombudsman with a report addressing the following matters:
 - (a) the actions taken by Domino's and its franchisees to address the requirements of the Deed;
 - (b) the number of complaints referred to Domino's and its franchisees;
 - (c) the number of complaints resolved by Domino's and its franchisees;
 - (d) the average time taken to resolve; and
 - (e) the average amount of underpayments.
25. The report is to be provided to the Fair Work Ombudsman no later than 28 days after the expiry of the Deed.
26. The Fair Work Ombudsman may publish the report and will reflect the positive cooperation of Domino's and its franchisees during the life of the Deed.
27. The Fair Work Ombudsman may publish its own report regarding the Deed and will provide Domino's with an opportunity to comment on the report.
28. The report will reflect the positive cooperation of Domino's and its franchisees.