



# Fair Work

## OMBUDSMAN

### PROACTIVE COMPLIANCE DEED

Between

The Commonwealth of Australia

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

and

Minor DKL Food Group Pty Ltd.

## SCHEDULE 1

### Details:

Parties	Office of the Fair Work Ombudsman and Minor DKL Food Group Pty Ltd	
FWO	Name	Commonwealth of Australia (as represented by the Office of the Fair Work Ombudsman)
	ABN	43 884 188 232
	Address	The Fair Work Ombudsman GPO Box 9887 Melbourne VIC 3001
	Telephone	(03) 9954 2685
	Fax	(02) 6276 8470
	Attention	Cletus Brown Director – Knowledge Solutions
Company	Name	Minor DKL Food Group Pty Ltd
	ABN	82 127 640 733
	Address	336 – 338 Montague Road West End QLD 4101
	Telephone	07 3010 3000
	Company Contact Person	Tammy Ryder Group People Manager 0413 441 335 Tammy.ryder@minordkl.com.au

## **OPERATIVE PROVISIONS:**

### **Preamble**

The Fair Work Ombudsman (FWO) is an independent statutory agency established under the *Fair Work Act 2009* (FW Act) and charged with the responsibility of promoting fair, harmonious and productive workplaces.

The main functions of the FWO are to provide advice and assistance to workplace participants and to ensure compliance with the FW Act.

Minor DKL Food Group Pty Ltd (MDKL), via controlled subsidiaries, is a leading Australian retail food franchisor and is the intellectual property owner of *The Coffee Club*, *Ribs & Rumps Restaurants*, *The Groove Train* and *Coffee Hit* franchise systems. The Company is also the owner of Veneziano Coffee Roasters, a leading speciality coffee roaster supplying wholesale and retail customers throughout Australia from roasting facilities in Melbourne and Brisbane.

MDKL is a Related Company of Thai-listed Minor International PCL (MINT). Through its subsidiary, Minor Food Group, MINT is one of Asia's largest casual dining and quick-service restaurant companies, operating over 1,500 restaurants in 19 countries under *The Pizza Company*, *Thai Express*, *The Coffee Club*, *Ribs & Rumps*, *Riverside*, *Swensen's*, *Sizzler*, *Dairy Queen* and *Burger King* brands.

To show their commitment to compliance and to encourage fair, harmonious and productive workplaces, both the FWO and MDKL want to form a proactive compliance partnership.

The proactive compliance partnership will apply to those corporate entities listed in Attachment C.

The partnership, formalised in this Deed, will place obligations on both parties and is designed to bring benefits to the FWO, MDKL and their employees. Both parties are committed to the success of this partnership and look forward to using it as an example of the benefits of cooperative engagement to promote compliance.

### **1. Background**

- 1.1 The FWO forms partnerships with employers who are leaders in their field and committed to achieving fair, harmonious and productive workplaces and complying with their legal obligations. In January 2015, MDKL approached the FWO with the intention of proactively engaging with the agency to ensure it is compliant with Commonwealth workplace laws and an employer of choice.

- 1.2 After discussions, both parties agreed to enter a proactive partnership focused on ensuring compliance with Commonwealth workplace laws. In broad terms, the FWO will provide assistance to MDKL where appropriate and MDKL will implement a number of proactive measures to promote and ensure compliance and promote productive workplaces.

The parties agree as follows.

## **2. Acknowledgements**

### **2.1 MDKL acknowledges that:**

- (a) there are opportunities for continuous improvement in relation to its workplace practices 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 website at [www.fairwork.gov.au](http://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 media release(s) in relation to this Deed;
  - iv. promote the MDKL corporate logo on [www.fairwork.gov.au](http://www.fairwork.gov.au); and
  - v. from time to time, publicly refer to this Deed;
- (d) if MDKL contravenes any of the terms of this Deed the FWO may take any enforcement action the FWO considers appropriate.

## **3. Promise to take proactive compliance activity**

- 3.1 MDKL will do or cause to be done all those activities and things set out in Attachment A and B to the Deed.
- 3.2 The Fair Work Ombudsman will also provide assistance as outlined in Attachment A and B to the Deed.

## **4. Commencement of Proactive Compliance Deed**

- 4.1 This Deed comes into effect when both MDKL and the FWO have executed this Deed.
- 4.2 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 MDKL with 1 business day to view all FWO media releases (releases) arising from this Deed prior to publication by the FWO.
- 5.2 Notwithstanding 5.1, MDKL agrees and acknowledges that, if MDKL 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 MDKL and their commitment to ensuring compliance with Commonwealth workplace laws.
- 5.4 FWO agrees and acknowledges that MDKL may, subject to clause 6 below, issue its own media releases in relation to this Deed.
- 5.5 MDKL agrees to provide FWO with 1 business day to view all MDKL releases arising under this Deed prior to publication by MDKL.

**6. No Inconsistent Statements**

- 6.1 MDKL:
- (a) will not; and
  - (b) will ensure that each of its officers, employees or agents 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 MDKL 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 MDKL acknowledges that:
- (a) before executing this Deed, MDKL was given the opportunity to seek independent legal and other advice of its choice;
  - (b) in light of any advice provided, MDKL considered its position; and
  - (c) MDKL fully understands the effect of this Deed.

## **9. Continuing obligations**

9.1 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 MDKL.

## **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 will 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 will be in writing and dealt with as follows:
- (a) if given by MDKL 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 MDKL, marked for the attention of the MDKL Contact Person with the address indicated in Schedule 1 or as otherwise notified by MDKL.
- 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** means the Commonwealth of Australia, including, but not limited to where the context so admits, the Commonwealth as represented by the Office of the Fair Work Ombudsman or any successor, including, without limitation, the Fair Work Ombudsman;

**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*.

**MDKL Contact Person** means the person nominated by MDKL in Schedule 1 to this Deed, or any other person specified by MDKL in writing and notified to the FWO;

**Fair Work Ombudsman Contact Person** means the person nominated by the Fair Work Ombudsman, or any other person specified by the Fair Work Ombudsman in writing and notified to MDKL;

**Related Company** means a related body corporate as defined in the *Corporations Act 2001* (Cth).



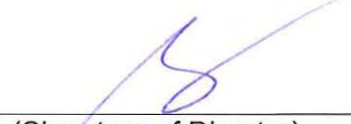
**SIGNING PAGE**

**EXECUTED BY** Minor DKL Food Group Pty Ltd in accordance with section 127(1) of the Corporations Act 2001 (Cth)

  
(Signature of Director/Secretary)

Emmanuel Drivas  
(Name of Director/Secretary)

\_\_\_\_\_  
(Date)

  
(Signature of Director)

Emmanuel Kokoris  
(Name of Director)

\_\_\_\_\_  
(Date)

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

Michael Campbell  
(Printed Name)

  
(Signature)

DEPUTY FAIR WORK OMBUDSMAN  
(Title)

26/3/2015  
(Date)

**In the presence of :**

CLETUS BROWN  
(Name of witness in full)

  
(Signature)

## **Attachment A (Proactive Compliance Activities)**

### **Internal Communication**

As a sign of the commitment of both the FWO and MDKL to the proactive compliance partnership, both parties will communicate its existence to their staff.

#### **Obligations on MDKL**

1. Within 14 days of the execution of the Deed, MDKL will communicate the existence of the proactive compliance partnership to all current employees via an internal communication method such as email, internal memo or intranet and make a copy of the Deed available to all staff.
2. That communication will be in the following form:

*Minor DKL Food Group has entered into a proactive compliance partnership with the Office of the Fair Work Ombudsman (FWO).*

*We have done this to demonstrate to our staff and the broader community that we are committed to working with the FWO to ensure compliance with Australian workplace laws and promote a harmonious, productive and cooperative workplace.*

*To formalise this partnership we have signed a Proactive Compliance Deed with the FWO. This Deed places obligations on both parties and shows our commitment to compliance with workplace laws.*

*We are pleased to make this Deed available to all of you through ◀insert hyperlink or place▶. You are also able to access information about entitlements and rights at work by contacting Tammy Ryder, Group People Manager ([tammy.ryder@minordkl.com.au](mailto:tammy.ryder@minordkl.com.au) or phone 07 3010 3000) who has been appointed by MDKL as an Employee Liaison Officer, or by visiting the [Fair Work Ombudsman website](http://www.fairwork.gov.au) at [www.fairwork.gov.au](http://www.fairwork.gov.au) or speaking to a Fair Work Advisor on 13 13 94.*

#### **Obligations as the Head of a Corporate Group**

3. Within 14 days of the execution of the Deed, MDKL will communicate the existence of the proactive compliance partnership to each of its related companies listed in Attachment C via an internal communication method such as email, internal memo or intranet, and make a copy of the Deed available to each related company.
4. This communication will be in the following form:

*Minor DKL Food Group has entered into a proactive compliance partnership with the Office of the Fair Work Ombudsman.*

*We have done this to demonstrate to our staff and the broader community that we are committed to working with the FWO to ensure compliance with Australian workplace laws and promote a harmonious, productive and cooperative workplace.*



*To formalise this partnership we have signed a Proactive Compliance Deed with the FWO. This Deed places obligations on both parties and shows our commitment to compliance with workplace laws.*

*Minor DKL Food Group are making the Deed available to each company in the MDKL Group through ◀insert hyperlink or place▶. You are also able to access information about entitlements and rights at work by contacting Tammy Ryder, Group People Manager ([tammy.ryder@minordkl.com.au](mailto:tammy.ryder@minordkl.com.au) or phone 07 3010 3000), who has been appointed by Minor DKL Food Group as an Employee Liaison Officer, or by visiting the [Fair Work Ombudsman website](http://www.fairwork.gov.au) at [www.fairwork.gov.au](http://www.fairwork.gov.au) or speaking to a Fair Work Advisor on 13 13 94.*

5. MDKL will ensure that each of its related companies communicate the existence of the proactive compliance partnership to all their current employees via an internal communication method such as email, internal memo or intranet and make a copy of the Deed available to all their staff.
6. This communication will be in the following form:

*Insert related company through Minor DKL Food Group has entered into a proactive compliance partnership with the Office of the Fair Work Ombudsman.*

*We have done this to demonstrate to our staff and the broader community that we are committed to working with the FWO to ensure compliance with Australian workplace laws and promote a harmonious, productive and cooperative workplace.*

*To formalise this partnership a Proactive Compliance Deed has been signed with the FWO. This Deed places obligations on both parties and shows our commitment to compliance with workplace laws.*

*We are pleased to make this this Deed available to you through ◀insert hyperlink or place▶. You are also able to access information about entitlements and rights at work by contacting Tammy Ryder, Group People Manager ([tammy.ryder@minordkl.com.au](mailto:tammy.ryder@minordkl.com.au) or phone 07 3010 3000) who has been appointed by Minor DKL Food Group as an Employee Liaison Officer, or by visiting the [Fair Work Ombudsman website](http://www.fairwork.gov.au) at [www.fairwork.gov.au](http://www.fairwork.gov.au) or speaking to a Fair Work Advisor on 13 13 94.*

#### ***Obligations as a Franchisor***

7. Within 14 days of the execution of the Deed, MDKL will communicate the existence of the proactive compliance partnership to all current franchisees via an internal communication method such as email, internal memo or intranet, and make a copy of the Deed available to all franchisees.
8. This communication will be in the following form:

*Insert related company through Minor DKL Food Group has entered into a proactive compliance partnership with the Office of the Fair Work Ombudsman (FWO).*

*We have done this to demonstrate to our staff and the broader community that we are committed to working with the FWO to ensure compliance with Australian workplace laws and promote a harmonious, productive and cooperative workplace.*



*To formalise this partnership we have signed a Proactive Compliance Deed with the FWO. This Deed places obligations on both parties and shows our commitment to compliance with workplace laws.*

*We intend the partnership with the FWO to have a positive impact on the **insert related company** brand. To support this it is important that all franchisees commit to complying with all their workplace obligations to prevent any damage to the brand.*

*We are making the Deed available to all franchisees through **◀insert hyperlink or place▶**. You are also able to access information about entitlements and rights at work by contacting Tammy Ryder, Group People Manager ([tammy.ryder@minordkl.com.au](mailto:tammy.ryder@minordkl.com.au) or phone 07 3010 3000), who has been appointed by Minor DKL Food Group as an Employee Liaison Officer, or by visiting the [Fair Work Ombudsman website](http://www.fairwork.gov.au) at [www.fairwork.gov.au](http://www.fairwork.gov.au) or speaking to a Fair Work Advisor on 13 13 94.*

9. MDKL through **insert related company** will communicate the existence of the proactive compliance partnership to all current franchisee employees via an internal communication method such as email, intranet or notice, and make a copy of the Deed available to all franchisee employees.

10. That communication will be in the following form:

***Insert related company** through Minor DKL Food Group has entered into a proactive compliance partnership with the Office of the Fair Work Ombudsman.*

***Insert related company** and **insert franchisee** is committed to working with the FWO to ensure compliance with Australian workplace laws and promote a harmonious, productive and cooperative workplace.*

*To formalise this partnership a Proactive Compliance Deed has been signed with the FWO. This Deed places obligations on both parties and shows our commitment to compliance with workplace laws.*

*We are pleased to make this Deed available to all staff through **◀insert hyperlink or place▶**. You are also able to access information about entitlements and rights at work by contacting Tammy Ryder, Group People Manager ([tammy.ryder@minordkl.com.au](mailto:tammy.ryder@minordkl.com.au) or phone 07 3010 3000), who has been appointed by Minor DKL Food Group as an Employee Liaison Officer, or by visiting the [Fair Work Ombudsman website](http://www.fairwork.gov.au) at [www.fairwork.gov.au](http://www.fairwork.gov.au) or speaking to a Fair Work Advisor on 13 13 94.*

#### **Obligations on the FWO**

11. The FWO will publish an article on its Intranet alerting all staff to the commencement of the partnership. This article will include reference to the nominated FWO Contact Person and instruct all contact with MDKL to be directed to this Contact Person. FWO will make information about the partnership and its obligations available to all staff throughout the life of the Deed.



## **Workplace Enquiries**

12. If the FWO receives a request for assistance involving a routine workplace enquiry regarding MDKL, and the person making the request has not previously raised the request directly with MDKL, the FWO will refer the person making the request to the MDKL Employee Liaison Officer or the MDKL Contact Person (as identified in the Deed and this Attachment).
13. If the person making the request has previously contacted MDKL with the same request and believes the request was not resolved, the Fair Work Ombudsman will aim to assist.

## **Implement Systems and Processes**

### ***Obligations on MDKL***

14. MDKL will ensure ongoing compliance with Commonwealth workplace laws.
15. Within 28 days of the date of the execution of this Deed, MDKL will provide the FWO with details of the systems and processes already in place or to be implemented to ensure ongoing compliance with relevant Commonwealth workplace laws.

### ***Obligations as the Head of a Corporate Group***

16. MDKL will ensure that it and each of its related companies comply at all times and in all respects with relevant Commonwealth workplace laws by putting in place systems and processes to ensure ongoing compliance.
17. MDKL will provide the FWO, within 28 days of the date of the execution of this Deed, details of the systems and processes already in place or to be implemented to ensure ongoing compliance with relevant Commonwealth workplace laws by each of its related companies.

### ***Obligations as a Franchisor***

18. MDKL undertakes to facilitate compliance with relevant Commonwealth workplace laws by its franchisees by developing and implementing systems and processes to assist franchisees to comply with relevant Commonwealth workplace laws.
19. MDKL will provide the FWO, within 28 days of the date of the execution of this Deed, details of the systems and processes already in place or to be implemented to promote ongoing compliance with relevant Commonwealth workplace laws by franchisees.

***Obligations on the FWO***

20. The FWO will provide feedback on the systems and processes as provided by MDKL to ensure compliance.
21. The FWO will, upon request, make available existing internal advice on technical workplace relations issues to MDKL.

***Self-Resolution***

22. Both parties acknowledge that at times unintentional mistakes may occur and employees may not receive their full entitlements, or may believe they have not received their full entitlements.
23. Part of the commitment to this partnership will be to handle such matters in the most efficient and effective manner by notifying the appropriate contact person as soon as is practicable once a matter is raised. The FWO and MDKL agree that in the majority of cases these matters are best dealt with at the workplace level.
24. The FWO reserves its rights to investigate any matter that it considers serious or in the public interest to investigate.
25. Further details regarding public interest considerations may be found on the FWO website.
26. When the FWO receives a request for assistance alleging non-compliance the following process will occur:

***Obligations on MDKL***

27. Within 7 days of receiving a request for assistance alleging non-compliance, the FWO will notify MDKL of the allegations and provide details supplied by the employee or former employee.
28. MDKL will attempt to resolve the matter and make rectification of any identified underpayments, and any other issues identified by the FWO, within 28 days of notification by the FWO.
29. Within 7 days of resolving the matter, MDKL will provide the FWO with evidence that the matter has been resolved and any identified underpayments, and other issues identified by the FWO, have been rectified.
30. Where the matter cannot be resolved by agreement between MDKL and the employee within 28 days of notification by the FWO, MDKL will provide the FWO with a written report addressing the reasons why the matter could not be resolved between the



parties and the steps taken by MDKL to resolve the matter. The report will be provided to the FWO within 7 days after the expiry of the 28 days from notification by the FWO.

***Obligations as the Head of a Corporate Group***

31. Within 7 days of receiving a request for assistance regarding one of its related companies, the FWO will notify MDKL and the related company of the allegations and provide details supplied by the employee or former employee.
32. MDKL will ensure that the related company attempts to resolve the matter and makes rectification of any identified underpayment and any other issues identified by the FWO, within 28 days of notification by the FWO.
33. Within 7 days of resolving the matter, MDKL will provide the FWO with evidence that the matter has been resolved and any identified underpayments, and other issues identified by the FWO, have been rectified.
34. Where the matter cannot be resolved by agreement between the related company and the employee within 28 days of notification by the FWO, MDKL will provide the FWO with a written report addressing the reasons why the matter could not be resolved between the parties and the steps taken by MDKL to resolve the matter. The report will be provided to the FWO within 7 days after the expiry of the 28 days from notification by the FWO.

***Obligations as a Franchisor***

35. Within 7 days of receiving a request for assistance alleging non-compliance, the FWO will notify MDKL and the franchisee of the allegations and provide details supplied by the employee or former employee.
36. MDKL will assist the franchisee to attempt to resolve the matter and make rectification of any identified underpayments and any other issues identified by the FWO, within 28 days of notification by the FWO.
37. Within 7 days of resolving the matter, MDKL or the franchisee will provide the FWO with evidence that the matter has been resolved and any identified underpayments, and other issues identified by the FWO, have been rectified by the franchisee.
38. Where the matter cannot be resolved by agreement between the franchisee and the employee within 28 days of notification by the FWO, MDKL will provide the FWO with a written report addressing the reasons why the matter could not be resolved between the parties and the steps taken by MDKL to facilitate the resolution of the matter. The

report will be provided to the FWO within 7 days after the expiry of the 28 days from notification by the FWO.

### ***Obligations on the FWO***

39. The FWO will notify MDKL within 7 days of each request for assistance received by an employee or former employee.
40. The FWO will provide a nominated contact person for dealing with these matters.

### **Self-Audits**

41. A key part of the partnership is that MDKL undertakes to demonstrate their commitment to compliance by undertaking self-audits that are certified by an agreed third party. Such a 'third party' may include a certified practicing accountant (CPA) or a recognised employer association.

### ***Obligations on MDKL***

42. The FWO and MDKL acknowledge and agree that:
  - a) MDKL will undertake a self-audit to determine compliance with relevant Commonwealth workplace laws;
  - b) The scope and methodology of the audit is set out in Attachment B (Self-Audit Process).

### ***Obligations as the Head of a Corporate Group***

43. The FWO and MDKL acknowledge and agree that:
  - a) MDKL will direct each of its related companies to undertake a self-audit to determine compliance with relevant Commonwealth workplace laws;
  - b) The scope and methodology of the audit is set out in Attachment B (Self-Audit Process).

### ***Obligations as a Franchisor***

44. The FWO and MDKL acknowledge and agree that:
  - a) MDKL will request franchisees to undertake a self-audit to identify any underpayments that may have occurred during the Self-Audit Period;



b) If a franchisee declines to participate in a self-audit, MDKL will notify the FWO in writing within 28 days of the completion of the reporting period, providing the details of the non-participation by the franchisee;

c) The scope and methodology of the proposed audit is set out in Attachment B (Self-Audit Process).

### ***Obligations on the FWO***

45. Prior to any self-audit period, the FWO will, upon request, provide appropriate technical advice on the workplace obligations / entitlements to be audited.

46. The FWO will, upon request, provide suitable templates for the audit and/or the audit report.

### **Resources**

47. MDKL undertakes to commit all necessary resources, financial or otherwise, and meet all necessary expenses associated with the effective implementation of the Self-Audit Process.

48. MDKL will make available a specified person or persons to act as Employee Liaison Officer/s for all queries from MDKL employees, which concern the Self-Audit Process or any requests for assistance referred by the FWO.

49. MDKL will notify the FWO in writing of the name or names of MDKL Employee Liaison Officer/s within 7 days of the commencement of this Deed, and will notify the FWO in writing within 7 days of any change to MDKL Employee Liaison Officer/s.

50. MDKL has identified in Schedule 1 to the Deed a single national contact person to whom all queries from the FWO which concern the implementation of the partnership can be directed. MDKL will notify the FWO in writing within 7 days of any change to the national contact person.

51. The FWO will identify a single national contact person (the FWO Liaison Officer) to whom all queries from MDKL can be directed. The FWO will notify MDKL in writing within 7 days of any change to the national contact person.

52. MDKL will establish a 'My Account' account on the fairwork.gov.au website and will encourage their franchisees to do so.

## **Workplace Relations Training**

### ***Obligations on MDKL***

53. The FWO encourages all employers to provide relevant training to their staff, particularly workplace relations training at the managerial and supervisory levels. MDKL is committed to the development of its staff.
54. Within 28 days of the commencement of this Deed, MDKL will provide the FWO with details of the workplace relations training they provide to all persons who hold management positions within MDKL and its related companies with regard to Commonwealth workplace laws. This information will be kept confidential by the FWO and will not be publicised or used by the FWO in any way, other than to ensure compliance with this deed.

### ***Obligations on the FWO***

55. The FWO will make available to MDKL appropriate internal training materials developed for FWO staff. The FWO will not be responsible for any errors that occur as a result of MDKL altering the materials.
56. The FWO will, upon request, provide assistance to MDKL staff accessing the FWO on-line learning modules.

## **Reporting**

57. One year after the commencement of the Deed, MDKL will prepare a report addressing the following matters:
- a) the actions taken by MDKL to address the requirements of the Deed;
  - b) the number of requests for assistance referred to MDKL;
  - c) the number of requests for assistance resolved by MDKL;
  - d) the average time taken to resolve; and
  - e) the average amount of underpayments.
58. The report will be provided to the FWO no later than 28 days after the completion of the reporting period. The report will include a signed report from the third party engaged by MDKL to certify the self-audit process and outcome.
59. At the expiry of the Deed, MDKL will prepare a report addressing the following matters:
- a) the actions taken by MDKL to address the requirements of the Deed;
  - b) the number of requests for assistance referred to MDKL;

- c) the number of requests for assistance resolved by MDKL;
- d) the average time taken to resolve; and
- e) the average amount of underpayments.

- 60. The report will be provided to the FWO no later than 28 days after the completion of the reporting period. The report will include a signed report from the third party engaged by MDKL to certify the self-audit process and outcome.
- 61. The FWO may publish the report (including the third party report) and will reflect the positive engagement of MDKL during the life of the Deed.
- 62. The FWO may publish its own report regarding the Deed and will provide MDKL with an opportunity to comment on the report.
- 63. The FWO's report will reflect the positive engagement of MDKL.



## **Attachment B - (Scope and Methodology of Self-Audit)**

The FWO and MDKL agree that the scope and methodology of the self - audit are as follows:

1. The self – audit period will be a 4 week period inclusive of a public holiday and conducted within 1 year of the execution of the Deed. The 4 week period will be agreed between the FWO and MDKL within 28 days of the execution of the Deed.
2. The self - audit will include 10 % of all staff across all current sites operated by MDKL and during the audit period in each State and Territory.
3. MDKL will identify any contravention of the relevant Commonwealth workplace laws including those relating to underpayments of:
  - a) wages;
  - b) loadings;
  - c) allowances; and
  - d) penalties.
4. The self - audit will not relate to:
  - a) such matters as agreed by FWO and MDKL from time to time.
5. Where an agreement-based transitional instrument applies to an employee, MDKL will review it to ensure that the base rate of pay payable to the employee under the transitional instrument is not less than the base rate payable to the employee under the relevant modern award in accordance with Schedule 9, Part 4, item 13 of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*.
6. MDKL will rectify any contravention, including identified underpayments, within 28 days of the self - audit period ending.
7. MDKL will provide the FWO with an audit report relating to the self - audit period which includes the methodology applied, details of employees audited, any contraventions identified and evidence of rectification of contraventions and or underpayments.
8. The FWO reserves its rights to conduct its own audit or investigation if not satisfied with the conduct of the self - audit or with the accuracy of the audit report.



## Attachment C

### Minor DKL Food Group Pty Ltd Related Company List

Name	ACN
Minor DKL Food Group Pty Ltd	127 640 733
The Coffee Club Investments Pty Ltd	128 563 217
The Coffee Club Pty Ltd	010 866 369
The Coffee Club Pty Ltd ATF The Coffee Club Unit Trust n/a	
The Coffee Club (International) Pty Ltd	116 144 999
The Coffee Club (NZ) Pty Ltd	116 145 549
The Coffee Club (Korea) Pty Ltd	116 145 521
The Coffee Club (MENA) Pty Ltd	119 345 701
The Coffee Club Franchising Company Pty Ltd	128 563 333
First Avenue Company Pty Ltd	134 383 574
Espresso Pty Ltd	066 142 247
The Coffee Club (Properties) Pty Ltd	066 111 742
The Coffee Club Properties (NSW) Pty Ltd	105 313 657
The Coffee Club (NSW) Pty Ltd	070 128 684
The Coffee Club (VIC) Pty Ltd	070 128 666
Ribs And Rumps Holdings Pty Ltd	151 599 558
Ribs And Rumps Operating Company Pty Ltd	151 600 305
Ribs And Rumps Properties Pty Ltd	151 600 314
Ribs And Rumps International Pty Ltd	151 600 341
Ribs And Rumps System Pty Ltd	600 179 593
Minor DKL Management Pty Ltd	600 187 255
Minor DKL Stores Pty Ltd	600 184 709
TCC Operations Pty Ltd	600 187 657
TGT Operations Pty Ltd	600 187 700
Minor DKL Construction Pty Ltd	600 187 308
VGC Food Group Pty Ltd	600 640 284
Veneziano Coffee Roasters Holdings Pty Ltd	600 033 645
Veneziano Coffee Roasters Pty Ltd	600 033 654
Veneziano Coffee Assets Pty Ltd	603 045 209
Groove Train Holdings Pty Ltd	600 008 357
Groove Train System Pty Ltd	600 033 887
Groove Train Properties Pty Ltd	603 044 971
Coffee Hit Holdings Pty Ltd	600 008 311
Coffee Hit System Pty Ltd	603 044 720
Coffee Hit Properties Pty Ltd	603 044 766
VGC Management Pty Ltd	600 033 832

