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Sent: Tuesday, 16 March 2021 4:00 PM
To: AMOD <AMOD@fwc.gov.au>
Cc: Luis Izzo <luis.izzo@ablawyers.com.au>
Subject: AM2021/7 - Award Flexibility – Hospitality and Retail Sectors - General Retail Industry Award 2020

AM2021/7 - Award Flexibility – Hospitality and Retail Sectors - General Retail Industry Award 2020

Dear Sir/Madam

We **attach**, for the purposes of filing, two additional enterprise agreements which we may seek to direct the Commission's attention to during the course of the hearing tomorrow.

The agreements are not referenced in the ABI and NSWBC submissions. However, they relate to companies that may well be members or "industry stakeholders" of MGA and may be pertinent to the proceedings.

Please find **attached**:

Romeo's Retail Group Enterprise Agreement 2018, the coverage of which includes multiple Foodland and IGA stores; and
Drakes Supermarkets Retail Agreement 2020, the coverage of which includes multiple Drakes Supermarket stores.

Sincerely,

Rhys Kingston

Associate

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DECISION

Fair Work Act 2009

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

North Adelaide Service Partnership T/A Romeo's Retail Group
(AG2019/169)

ROMEO'S RETAIL GROUP ENTERPRISE AGREEMENT 2018

Retail industry

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 10 JULY 2019

Application for approval of the Romeo's Retail Group Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Romeo's Retail Group Enterprise Agreement 2018* (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). It has been made by North Adelaide Service Partnership T/A Romeo's Retail Group (Employer). The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[3] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[4] I observe that Clause 27.4 of the Agreement, which states that where a permanent employee is absent from his or her employment on the working day before or after a public holiday without reasonable excuse or without the consent of the Employer, will not be entitled to payment for the Public Holiday, is likely to be inconsistent with the National Employment Standards (NES). However, noting Clause 7 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 July 2019. The nominal expiry date of the Agreement is 1 June 2021.



DEPUTY PRESIDENT

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Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

ROMEO'S RETAIL GROUP ENTERPRISE AGREEMENT 2018

PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

This Agreement will be known as the Romeo's Retail Group Enterprise Agreement 2018.

2. ARRANGEMENT

Clause No Subject

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

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SCHEDULE E– CONSULTATION CLAUSE

SCHEDULE F- LIST OF EMPLOYERS

SIGNATURE PAGE

3. COVERAGE AND PERSONS BOUND

This Agreement applies to the Romeo's Retail Group (which currently comprises of the companies listed in Schedule F) and its Employees, excluding those employed as:

- 3.1 Department Manager;
- 3.2 Assistant Department Manager;
- 3.3 Assistant Store Manager;
- 3.4 Store Manager;
- 3.5 Any other managerial position;
- 3.6 Butcher Tradesperson;
- 3.7 Butcher Apprentice; or
- 3.8 Meat Packer working solely in the Meat Department.

For clarity, this Agreement applies to Clerks and Clerical Assistants employed to work in or around office facilities located at the retail store presently located at North Adelaide. This Agreement does not apply to any other clerks or clerical assistants.

A copy of this Agreement and the NES will be made available in each store.

4. DURATION OF AGREEMENT

This Agreement will commence operation seven (7) days after approval by the Fair Work Commission. This Agreement will have a nominal expiry date of 1 June 2021.

5. NO EXTRA CLAIMS

There will be no extra claims for the life of this Agreement whether related to the employment relationship or otherwise.

6. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the parties and, to the extent permitted by law and unless an intention to the contrary appears in this Agreement, this Agreement expressly excludes any other entitlement(s) arising under any industrial instrument, including but not limited to the General Retail Industry Award 2010, and any other industrial instruments which would ordinarily apply during the life of this Agreement.

The intention of this Agreement is to provide for all benefits and entitlements applicable to Employees in a comprehensive document (unless otherwise specified in this Agreement).

This Agreement replaces any other enterprise agreement(s) that currently apply to the

Employers listed in Schedule F and their Employees covered by the Coverage and Persons Bound clause in this Agreement.

7. NATIONAL EMPLOYMENT STANDARDS

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency

8. DEFINITIONS

Whenever the following words or expressions are used in this Agreement, they will have the meaning set out in this clause.

8.1 **Shop Assistant** is a position classification for an Employee engaged in or about the supermarket or store in all or any of the following classes of work:

- (a) weighing, price marking, wrapping and/or dispatching of goods and slicing meat for the purpose of service in the service deli;
- (b) replenishing and/or maintaining stocks of goods, including stock fillers;
- (c) generally assisting on the floor of the shop or shop assistant (as defined); and
- (d) making direct sales to the public and in doing so accepting payment for goods sold.

8.2 **Clerical Assistant** means an employee accountable for basic clerical and office tasks under closer direction using established practices procedures and instructions. Employees at this level may include new recruits with limited relevant experience. Duties may include reception, switchboard, maintaining records (financial or otherwise), use of software packages and/or creating and maintaining financial summaries and reports.

8.3 **Clerk** means an employee who has achieved a standard to be able to perform specialised or nonroutine tasks or features of the work. Employees at this level will require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgement in carrying out their assigned duties. Duties may include preparing basic financial reports, providing specialised advice, and using specialised computer software packages to create or maintain records and prepare reports I

8.4 **Baker** means an employee who holds a relevant trade qualification as a baker and is required to utilise the skills of that trade qualification for the majority of

the time in a week.

- 8.5 **Employee or Employees** means an employee or employees employed by any one or more of the Employers listed in Schedule F of this Agreement in any of the classifications named and defined in this Agreement.
- 8.6 **Employer** means The Romeo's Retail Group (which currently comprises the companies listed in Schedule F of this Agreement).
- 8.7 **Fair Work Act** means the *Fair Work Act 2009* (Cth).
- 8.8 **NES** means the National Employment Standards set out in Part 2-2 of the Fair Work Act.
- 8.9 **Ordinary Hours of Work** are as set out in clause 23.1 of this Agreement.
- 8.10 **Supervisor** is a person in charge of Employees who directs the performance of their work and who is in turn responsible to the manager of the department.
- 8.11 **Ordinary Weekly Rate** means the weekly rate of pay set out in clause 19 and Schedule A of this Agreement for ordinary hours worked and does not include any additional amounts, including but not limited to overtime rates, penalty rates, loadings, leave loading or allowances.
- 8.12 **Ordinary Hourly Rate** means the Ordinary Weekly Rate, divided by thirty-eight (38), and rounded off to the nearest whole cent.
- 8.13 **Union** means the Shop, Distributive and Allied Employees' Association.

9. CONTRACT OF HIRING

- 9.1 Upon engagement, an Employee will be informed by his or her relevant Employer of their type of employment, which will be permanent full-time, permanent part-time or casual.
- 9.2 The six (6) month probationary period as set out in clause 10 of this Agreement will be agreed with the Employee prior to their engagement.
- 9.3 Upon engagement, or anytime thereafter, any Employee who is requested to do so must provide the Employer with reasonable proof of age, proof of ability to work in Australia and/or proof of identification.
- 9.4 The hours of work for casual Employees will be noted on the fortnightly roster and will vary depending on the operational requirements of the Employer.
- 9.5 An Employee not attending for work, except as provided elsewhere in this

Agreement or where permitted by the Fair Work Act, will not be provided with payment for the time of any non-attendance.

10. PROBATIONARY PERIOD

All new Employees (other than casual Employees) will be employed subject to a six (6) month probationary period. At any time during the probationary period, the Employee or the Employer may terminate the employment of the new Employee with one (1) week's notice. However, Employees dismissed for conduct that at common law justifies instant dismissal are not entitled to any notice.

11. FULL-TIME EMPLOYEES

11.1 A full-time employee will be rostered for an average of thirty-eight (38) hours per week, worked in any of the following forms, or by agreement over a longer period:

- 38 hours in one (1) week;
- 76 hours in two (2) consecutive weeks;
- 114 hours in three (3) consecutive weeks; or
- 152 hours in four (4) consecutive weeks.

11.2 Any time worked in accordance with clause 11.1 is considered ordinary time and overtime will not be payable. However, it is agreed that the maximum ordinary hours worked in any one (1) week by an Employee will not exceed forty-eight (48).

11.3 A full-time Employee will be rostered to work for a minimum of four (4) hours on a day on which they are rostered, but no more than nine (9) ordinary hours on any one day provided that for one day per week an employee can be rostered for eleven (11) hours

12. PART-TIME EMPLOYEES

12.1 Permanent Employees that are specifically and regularly engaged for an agreed number of hours less than thirty-eight (38) per week will be deemed to be part-time Employees.

12.2 Upon engagement the number of hours, days of work and start and finish times will be agreed in writing. Any variation to these agreed hours must be in writing.

12.3 Part-time Employees will be rostered to work a minimum of ten (10) ordinary hours per week. Subject to a maximum daily engagement of nine (9) ordinary hours on any one day provided that for one day per week an employee can be rostered for eleven (11) hours, part-time Employees can work a maximum of one hundred and fifty two (152) hours in a four (4) week cycle without overtime

being payable. The minimum engagement for part-time Employees will be three (3) hours.

- 12.4 Part-time Employees will be paid the appropriate Ordinary Hourly Rate for all hours agreed in accordance with clause 12.1 and 12.2 (plus any penalties in accordance with clause 24).
- 12.5 In addition to working their contract hours as per their standard roster, a part-time Employee can be offered additional hours based on the operational needs of the Employer (additional hours). Additional hours may change with operational needs and are not guaranteed to be offered. The Employee may accept the additional hours on the terms below, or the Employee can decline the additional hours without penalty.
- 12.6 Additional hours are offered on a voluntary basis in addition to the Employee's existing standard roster, and an Employee may accept additional hours up to a maximum of 38 hours (contract hours + additional hours combined) in any one (1) week. The Employee needs to provide their consent to the additional hours in writing before the additional hours are worked otherwise overtime rates apply.
- 12.7 A part-time Employee can choose to provide standing consent and their personal availability (in writing) in order to work additional hours, provided such standing consent may be varied or revoked by the Employee at any time. Such a variation or revocation in writing may be made by electronic means including by email or via an application. A record of the agreement and any variations to it (including by way of standing consent) will be retained by the Employer and provided to the Employee on request. This may be provided by electronic means as noted above. Any hours worked in accordance with this clause will be paid at the Ordinary Hourly Rate plus any applicable penalties.
- 12.8 Additional hours will be paid at the Employee's base rate of pay and treated as ordinary hours for all other purposes of this Agreement, including any penalty rates or loadings applicable to the hours worked, the payment of superannuation, applicable leave accrual, and for the purposes of allowances and breaks.
- 12.9 A part-time Employee will not be rostered to work a total number of hours (contract hours + additional hours combined) in excess of one hundred and fifty two (152) hours in any 4-week cycle without the payment of overtime rates.
- 12.10 In the event a part-time Employee cannot work any agreed additional hours due to illness or injury, the Employee is entitled to use accrued personal leave.
- 12.11 Where a part-time employee regularly and systematically works hours in excess of their contracted hours over a period of twelve (12) months, they shall be

given the opportunity to increase their contracted hours to reflect the hours that they have been regularly working.

- 12.12 Part-time Employees will be entitled to leave, on a pro-rated basis, in accordance with the provisions of this Agreement. Leave will accrue for all ordinary hours worked.

13. CASUAL EMPLOYEES

- 13.1 Employees engaged as casual will be deemed to be casual Employees hired by the hour.
- 13.2 The Ordinary Hourly Rate for casual Employees will be the Ordinary Hourly Rate for a permanent Employee of the same classification, plus a casual loading of 25%.
- 13.3 Casual Employees will receive a minimum period of engagement of three (3) hours for each engagement, other than on induction, where a minimum of two (2) hours may apply where the engagement is for training purposes only.
- 13.4 Where a casual employee is notified of the cancellation of their shift with less than two (2) hours' notice, the employee will be entitled to the minimum payment for that shift.
- 13.5 A casual employee who works regular and systematic hours over a period of twelve (12) months may apply to convert to part-time or full-time with their part-time or full-time contract to reflect the hours that they are regularly working. Such application will not be unreasonably refused.

14. TRAINEES

Trainees will be paid in accordance with the rates set out in Schedule A of this Agreement despite the Employee's Trainee status.

15. TERMINATION OF EMPLOYMENT

- 15.1 Notice of Termination by Employer

15.1.1 In order to terminate the employment of an Employee the Employer will give the Employee the following notice:

<i>Period of continuous Service</i>	<i>Period of notice</i>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks

5 years and over

4 weeks

15.1.2 In addition to the notice in subparagraph 15.1.1 above, an Employee over forty-five (45) years of age at the time of the giving of notice, with not less than two (2) years' continuous service, will be entitled to additional notice of one (1) week.

15.1.3 Payment in lieu of the notice prescribed in subparagraphs 15.1.1 and/or 15.1.2 hereof will be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The Employer reserves the right to request that an Employee not work out any notice period, regardless of whether that notice is given by the Employee or Employer.

15.1.4 In calculating any payment in lieu of notice, the amount payable will be the payments the Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had employment not been terminated.

15.1.5 The period of notice in this clause will not apply in the case of:

- dismissal for conduct that at common law justifies instant dismissal;
- casual Employees; or
- employees engaged for a specific period of time on a fixed term contract or for a specific task or tasks.

15.2 Notice of Termination by Employee

In order to terminate employment, an Employee will give the Employer the following notice:

<i>Period of continuous service</i>	<i>Period of notice</i>
Less than one year	1 week
One year and over	2 weeks

15.3 Time Off During Notice Period

Where an Employer has given notice of termination to an Employee, the Employee will be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at a time that is convenient to the Employee and Employer.

15.4 Statement of Employment

The Employer will, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.

15.5 Payment in Lieu

If an Employer makes payments in lieu for a period of notice or part thereof, the period for which the payment is made will be treated as service for the purposes of computing any service-related entitlement of the Employee arising pursuant to this Agreement.

15.6 Where the employment of an Employee is terminated in accordance with the notice prescribed in paragraph 15.2, the Employer and Employee may by mutual agreement waive the whole or part of the period of notice.

15.7 Notice of termination may be given at any time; however the termination of employment will take effect at the end of a day's work, or by the payment or forfeiture (as the case may be) of the wages appropriate to the notice period.

16. ABANDONMENT OF EMPLOYMENT

16.1 The absence of an employee from work for a continuous period exceeding three (3) working days, without the consent of the Employer and without notification to the Employer, will be prima facie evidence that the Employee has abandoned their employment.

16.2 Where permitted by the Fair Work Act if, within a period of fourteen (14) days from an Employee's last attendance at work, or the date of their last absence in respect of which notification has been given or consent has been granted, an Employee has not established to the satisfaction of their Employer that they were absent for reasonable cause, the Employee will be deemed to have abandoned their employment.

17. REDUNDANCY

17.1 Redundancy entitlements will be in accordance with the NES.

17.2 Where an Employee is made redundant within the meaning of the NES, an Employee's entitlement to severance will be in accordance with the NES, namely:

Period of continuous service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay

2 years and less than 3 years	6 weeks pay
3 year and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and less than 8 years	13 weeks pay
8 years and less than 9 years	14 weeks pay
9 years and less than 10 years	16 weeks pay
More than 10 years	12 weeks pay

Consultation

17.3 Where the Employer has made a firm decision that an Employee's position will be made redundant, within the meaning of the NES, the Employer must have discussions, as soon as practicable, with the Employees directly affected and, where requested by an affected Employee, the Union or other nominated representative. The discussions must include:

17.3.1 the reasons for the proposed redundancies;

17.3.2 measures to avoid or minimize the redundancies; and

17.3.3 measures to mitigate the adverse effects of any terminations on the Employees concerned.

17.4 For the purpose of these discussions the Employer must, as soon as practicable, provide in writing to the Employees concerned and, where requested by the Employee, the Union, or other nominated representative, all relevant information about the proposed terminations, including:

17.4.1 the reasons for the proposed terminations;

17.4.2 the number and categories of Employees likely to be affected;

17.4.3 the number of workers normally employed; and

17.4.4 the period over which the terminations are likely to be carried out.

17.5 The Employer is not required to disclose confidential information, the disclosure of which, when looked at objectively, would be against the Employer's interests.

Notice

17.6 If the services of an Employee are to be terminated due to redundancy, the Employee must be given notice of termination or payment in lieu, as prescribed by this Agreement.

- 17.7 Employees to whom notification of termination of employment is to be given on account of the introduction or proposed introduction by the Employer of automation or other like technological changes, in the industry in relation to which the Employer is engaged, must be given not less than three (3) months notice of termination.
- 17.8 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but he/she is not entitled to payment in lieu of notice.
- 17.9 An Employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.
- 17.10 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

Lower Paid Duties

- 17.11 Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. The Employer may, at the Employer's option, provide payment in lieu of notice should a transfer occur.

18. TRANSFER OF BUSINESS

Any transfer of business will be regulated by the Fair Work Act.

19. WAGES AND ALLOWANCES

- 19.1 The Ordinary Weekly Rate of pay for permanent Employees is set out in Schedule A of this Agreement. The rate payable in Schedule A does not include overtime rates, penalty rates, loadings, leave loading or allowances.
- 19.2 Allowances are payable in accordance with Schedule B.

20. PAYMENT OF WAGES

- 20.1 Wages will be paid weekly in arrears and will be credited directly into a nominated bank account on Thursday of each week. In a short week, such as a

week with a Public Holiday, payment will be made on either Thursday or Friday.

- 20.2 The Employer will supply to each Employee a pay-slip, either in electronic or hard copy form, with each pay which shows the calculation of gross earnings, any deductions, and the net pay received by the Employee.
- 20.3 The pay week runs from Monday morning until Sunday night with the pay day falling on the following Thursday.
- 20.4 Where for any reason the employer wishes to change the pay day, then the employer shall provide at least four (4) weeks' written notice to the employee of such change.

21. SUPERANNUATION

- 21.1 Superannuation will be paid for the benefit of Employees in accordance with the Superannuation Guarantee legislation (or any successor legislation) and any other relevant superannuation legislation in force from time to time.
- 21.2 Unless an Employee has nominated a particular superannuation fund to receive superannuation contributions made for their benefit, the Employer will make available the following funds each offering a MySuper product:
- (i) Care Super (an Industry Fund);
 - (ii) MLC Super Fund;
 - (iii) Colonial First State FirstChoice Superannuation Trust,

And make contributions into the superannuation fund the Employee elects.

Employee Contributions

- 21.3 Employees who wish to make additional contributions to their superannuation fund may direct the Employer to do so on their behalf.
- 21.4 After receiving such a direction and assuming the direction and the fund to which it relates are compliant with the applicable legislation, the Employer will be required to make the deduction and forward it to the fund on behalf of the Employee.
- 21.5 The amount of the contribution will be expressed in whole dollars.
- 21.6 After the first contribution, the amount of contribution will only be adjusted from the first full pay period in July each year.

Absence from work

21.7 Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 21.1 and pay the amount authorised under clauses 21.3:

21.7.1 **Paid leave**—while the employee is on any paid leave;

21.7.2 **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
- (ii) the employee remains employed by the employer.

22. SUPPORTED WAGE PROVISIONS

The Supported Wages provisions contained in the General Retail Industry Award 2010 and the Clerks (Private Sector) Award 2010 will apply during the life of this Agreement. Employees who are entitled to supported wages in accordance with these provisions will be paid the following applicable percentage of the wages contained in this Agreement:

Assessed capacity	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

23. HOURS OF WORK

23.1 Span of Ordinary Hours

The Ordinary Hours of Work will be from 6am until midnight on any day of the week.

23.2 Where the Employer and Employee agree, hours worked outside of the span in clause 23.1 may be counted as part of the Employee's ordinary weekly hours so

long as the Employee receives the applicable overtime rate. Such an agreement must be recorded in writing.

23.3 Limit of Ordinary Hours

Ordinary Hours of Work for Employees will not exceed

- Nine (9) hours in any one (1) day or eleven (11) hours one day per week; or
- One hundred and fifty-two (152) hours in any twenty-eight (28) day period.
- A maximum of forty eight (48) hours in any one week.

24. PENALTIES, OVERTIME AND PUBLIC HOLIDAY RATES

Penalty Rates

24.1 The following penalty rates will apply to all Employees for each hour of work performed by them in the time periods noted below:

Day	From	to	Perm	Casual
Monday - Friday	6am	7am	150%	175%
Monday - Friday	7am	6pm	100%	125%
Monday - Friday	6pm	11pm	125%	125%
Monday - Friday	11pm	midnight	150%	175%
Saturday	6am	7am	150%	175%
Saturday	7am	11pm	125%	135%
Saturday	11pm	midnight	150%	175%
Sunday	6am	9am	200%	225%
Sunday	9am	11pm	150%	175%
Sunday	11pm	midnight	200%	225%
Public Holidays			225%	250%

24.2 The penalty rates in the table in clause 24.1 will be calculated by reference to the base hourly rate for a permanent employee.

24.3 Where the rate payable to a casual employee after 6pm under the Agreement is less than the rate payable to the casual employee after 6pm under the Award as amended from time to time, the casual employee will be entitled to the appropriate penalty rate in the Award for all hours worked.

24.4 Where the rate payable to a casual employee on a Saturday under the Agreement is less than the rate payable to the casual employee on a Saturday under the Award as amended from time to time, the casual employee will be

entitled to the Saturday penalty rate in the Award for all hours worked.

- 24.5 Where the rate payable to an employee, including a casual, on a Sunday under the Agreement is less than the rate payable to the employee on a Sunday under the Award as amended from time to time, the employee will be entitled to the Sunday penalty rate in the Award for all hours worked.

Overtime

- 24.6 Where a Permanent Employee works:

- (i) in excess of the maximum number of Ordinary Hours of Work set out in clause 23.3; or
- (ii) is required to work outside the span of hours in clause 23.1; or
- (iii) works outside their agreed rostered hours other than in accordance with clause 12.6, 12.7 or 25.8; or
- (iv) outside of the rostering provisions in clause 25,

the Employee must be paid overtime rates for the hours in excess of the maximum permitted.

- 24.7 Where a Casual Employee works:

- (i) in excess of thirty eight (38) ordinary hours or, where the casual employee works in accordance with a roster, in excess of thirty eight (38) ordinary hours per week averaged over the course of the roster cycle; or
- (ii) is required to work outside the span of hours in clause 23.1; or
- (iii) in excess of eleven (11) hours on one day of the week and in excess of nine (9) hours on any other day of the week,

the Employee must be paid overtime rates for the hours in excess of the maximum permitted.

- 24.8 For Permanent Employees, overtime is payable at the rate of 150% of the Ordinary Hourly Rate for each of the first three (3) hours worked on any one day, and at 200% of the Ordinary Hourly Rate for each hour worked in excess of three (3) hours overtime on any one (1) day. For Casual Employees, overtime is payable at the rate of 175% of the Ordinary Hourly Rate for each of the first three (3) hours worked on any one day, and at 225% of the Ordinary Hourly Rate for each hour worked in excess of three (3) hours overtime on any one (1) day.

- 24.9 Where an Employer and an Employee mutually agree in writing, the Employee may be allowed time off in lieu of payment for overtime. Such time off in lieu of payment for overtime must be taken off work at a mutually agreed time within a twenty-eight (28) day period. Time off work in lieu of payment for overtime must be in substitution for ordinary hours that the Employee would otherwise be obliged to work. An Employee taking time off work in lieu of payment for overtime must be permitted to take that time off work without loss of pay for the ordinary hours that the Employee would otherwise be obliged to work but for the operation of this provision. Time off in lieu will accrue at the overtime equivalent.
- 24.10 Any overtime worked by an Employee on a Sunday will be paid at 200% of the Ordinary Hourly Rate for all hours worked by permanent Employees and 225% of the Ordinary Hourly Rate for all hours worked by casual Employees.
- 24.11 Any overtime worked by an Employee on a Public Holiday will be paid at 250% of the Ordinary Hourly Rate for all hours worked.
- 24.12 Overtime for all Employees is calculated on a daily basis.

Sunday Work – Clerks

- 24.13 In the event that a permanent Clerk or Clerical Assistant is required to work on Sunday, the permanent Clerk or Clerical Assistant will be paid at the rate of 200% of their Ordinary Hourly Rate for each hour of overtime performed on a Sunday. In the event that a casual Clerk or Clerical Assistant is required to work on Sunday, the casual Clerk or Clerical Assistant will be paid at the rate of 225% of their Ordinary Hourly Rate for each hour of overtime performed on a Sunday.

Public Holidays

- 24.14 Where a permanent Employee works on a public holiday, they will be paid at the rate of 225% of their Ordinary Hourly Rate for each hour worked. Where a casual Employee works on a public holiday, they will be paid at the rate of 250% of their Ordinary Hourly Rate for each hour worked. This loading is the total rate payable for each hour worked and is not in addition to any other penalty rates for overtime or loadings which may otherwise be payable.
- 24.15 Clerks are ordinarily not required to work on Public Holidays. In the event that a Clerk is required to work on a Public Holiday, they will be paid at the rate of 250% of their Ordinary Hourly Rate for each hour worked. This loading is the total rate payable for each hour worked and is not in addition to any other penalty rates for overtime or loadings which may otherwise be payable.

Shift-Work

- 24.16 This clause will apply to employees who specifically agree to work shift-work.
- 24.17 For the purpose of this clause, shift-work means a shift starting at or after 6pm on one day and before 5am on the following day.
- 24.18 Shift-work does not include a shift which starts and finishes on the same day within the span of ordinary hours.
- 24.19 All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.
- 24.20 Any shift-work performed between midnight Sunday and midnight Friday will be paid at the rate of 130% of the ordinary time rate of pay.
- 24.21 Any shift-work performed on a Saturday will be paid at the rate of 150% of the ordinary time rate of pay.
- 24.22 Any shift-work performed on a Sunday will be paid at the rate of 200% of the ordinary time rate of pay.
- 24.23 The shift loading for casual employees in clause 24.20, 24.21, and 24.22 will be calculated by reference to the employee's Ordinary Hourly Rate and paid in addition to the casual loading.
- 24.24 Where an employee elects to work shift-work on a public holiday, the public holiday rate in clause 24.14 will apply.
- 24.25 For the purpose of this clause, where a shift falls partly on a public holiday, the shift which commences on the public holiday will be regarded as the public holiday shift. Provided that if the employee elects not to work on a public holiday such employee will be entitled to be absent without loss of pay.
- 24.26 Provided that in any shop where it is mutually agreed between an employer and the majority of employees engaged under the provisions of this clause another shift may be substituted for the shift which commences on the holiday as the holiday shift and in such instances the provision of clause 24.14 will apply.
- 24.27 Notwithstanding the provision of clause 26 all rest breaks and meal breaks taken by shift-workers are paid breaks and form part of the hours of work.
- 24.28 Shift-work rosters cannot be varied so as to avoid the provision of the public holiday entitlements of shift-workers.
- 24.29 Rosters of shift-workers cannot be arranged so as to have the shift-worker work both shift-work and non-shift-work in the same week.

25. ROSTERS

- 25.1 Hours of work will be continuous, except for rest breaks and meal breaks.
- 25.2 No full-time or part-time Employee will work more than twenty (20) shifts in a twenty-eight (28) day period.
- 25.3 Ordinary hours will be worked on not more than five (5) days in each week, provided that if ordinary hours are worked on six (6) days in one (1) week, ordinary hours in the following week will be worked on no more than four (4) days.
- 25.4 Ordinary hours will not be worked over more than six (6) consecutive days.
- 25.5 Ordinary hours will be worked so as to provide an employee with two consecutive days off each week or three consecutive days off in a two (2) week period.
- 25.6 An Employee who regularly works Sundays will be rostered so as to have three (3) consecutive days off each four (4) weeks and the consecutive days off will include Saturday and Sunday. This requirement will not apply where the Employee requests in writing and the Employer agrees to other arrangements which are to be recorded in the time and wages records. It cannot be made a condition of employment that an Employee make such a request. An Employee can terminate the agreement by giving four weeks' notice to the Employer.
- 25.7 If an Employee commences a new shift before there has been a twelve (12) hour break, then the Employee will be paid at the overtime rate of double the Ordinary Hourly Rate for each hour thereafter until twelve (12) hours have elapsed since the completion of the previous shift. This may be reduced to 10 hours by mutual agreement between the Employee and Employer.
- 25.8 Notice of any change of rosters for full-time and part-time Employees will be given in writing at least one (1) week prior to the change, unless the Employer and Employee mutually agree to a lesser period of notice, or there are unforeseen circumstances that do not allow this. If the employee does not agree to the change, they will be given a minimum of 14 days' notice during which time there will be discussions aimed at resolving the matter in accordance with clause 40 and clause 41.
- 25.9 The following provision will apply to the manner in which full-time Employees are rostered to work their ordinary hours:
- 25.9.1 a fixed or rotating day off in each twenty-eight (28) day period or by the working of a nine and a half (9.5) hour day for each of four (4) days, as

directed by the Employer, in any seven (7) day period: or

25.9.2 a specific written agreement between each Employee and the Employer as to the manner of working ordinary hours. Such agreement may include the Employee working on the basis of:

- a shorter working day of not more than four (4) hours work in ordinary time on one day in each two (2) week period;
- a shorter working day of not more than six (6) hours work in ordinary time on one (1) day in each week;
- shorter working day of not more than 7.6 hours work in ordinary time on any one (1) day.

25.10 All permanent full-time and part-time Employees will be entitled to a minimum of one (1) weekend off in every four (4) weekends.

25.11 The Employer may, with the agreement of the majority of Employees in an establishment, or with the individual Employee concerned, substitute the day or part of the day that the Employees are, or the individual Employee is, to take off. Such substituted day or part-day is to be arranged and taken as soon as practicable and in any event prior to the next rostered day or part-day off.

25.12 An Employee may, with the agreement of the Employer, substitute the day or part-day that the Employee is to take off. Such substituted day or part-day is to be taken as soon as practicable and in any event prior to the next rostered day or part-day off.

25.13 An Employer may seek a specific written agreement for an alternative roster in accordance with this clause at any time during the employment of an Employee, including at the time of engagement of a new full-time Employee.

25.14 When amending an Employee's roster, the Employer will comply with the consultation requirements set out in Schedule E.

25.15 When contemplating roster changes the Employer will be mindful of the Employee's needs and will endeavor to keep roster changes to a minimum and will take into account roster changes that affect family responsibilities and study commitments, where practicable.

25.16 An Employee's roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable. Should such circumstances arise the employee will be entitled to such penalty, loading or benefit as if the roster had not been changed.

25.17 A roster for all Employees showing normal starting and finishing times, and the surname and initials of each Employee, will be prepared by the Employer and will be posted in a conspicuous place or places accessible to the Employees concerned at least 1 week in advance and for permanent employees, once set, can only be changed by mutual agreement in writing.

26. BREAKS

26.1 Employees will be entitled to breaks in accordance with the following table:

Hours worked	Rest break	Meal break
Work less than 4 hours	No rest break	No meal break
Work 4 hours or more but no more than 5 hours	One 10 minute rest break	No meal break
Work more than 5 hours but less than 7 hours	One 10 minute rest break	One meal break of at least 30 minutes but not more than 60 minutes.
Work 7 hours or more but less than 10 hours	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	One meal break of at least 30 minutes but not more than 60 minutes.
Work 10 hours or more	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	Two meal breaks each of at least 30 minutes but not more than 60 minutes.

26.2 The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the Employee during work hours.

26.3 An Employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing work. An employee cannot be required to take a rest break combined with a meal break.

26.4 No Employee can work more than 5 hours without a meal break.

26.5 The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this Agreement.

26.6 Rest breaks are paid breaks and meal breaks (except for shift-workers) are unpaid breaks.

27. PUBLIC HOLIDAYS

27.1 This section is to be read subject to the provisions of the Fair Work Act.

27.2 All work on Public Holidays will be worked by Employees on a voluntary basis. If, however, there are insufficient volunteers to work on a Public Holiday, to the extent permitted by the Fair Work Act, the Employer will nominate Employees to work and such Employees will be required to work.

27.3 If a permanent Employee is not required by the Employer to work any part of the Employee's Ordinary Hours of Work on a Public Holiday, the Employee is entitled to be absent from work on that Public Holiday. An Employee absent from work on a Public Holiday in accordance with this clause must be paid the appropriate wages for the number of ordinary hours that the Employee would have worked if it had not been a Public Holiday.

27.4 Where a permanent Employee is absent from employment on the working day before or after a public holiday without reasonable excuse or without the consent of the Employer, the Employee is not entitled to payment for the Public Holiday.

27.5 Public Holidays are the days (or substitute days) on which the following holidays are observed:

New Years Day	Anzac Day
Australia Day	Queen's Birthday
Good Friday	Labour Day
The day after Good Friday	Christmas Day
Easter Monday	Boxing Day

27.6 Where Public Holidays are legislated in the State that the Employee works on days other than and in addition to those set out above, those days or part-days will constitute additional Public Holidays for the purposes of this clause.

27.7 The relevant Employer and the majority of Employees in an establishment may agree to substitute another day for a Public Holiday. If either the Public Holiday or the substitute day is worked, Public Holiday penalties prescribed by this clause will be paid, and if both days are worked, one day at the election of the Employee must be paid at the Public Holiday penalty rates.

27.8 For designated trading days on a Public Holiday, as a first step the Employer will call for volunteers to work. If, however, there are insufficient volunteers, to the

extent permitted by the Fair Work Act, the Employer will nominate Employees to work and such Employees will be required to work.

- 27.9 For part-time Employees it is agreed that rosters should not be altered to avoid penalties or payment for Public Holidays.
- 27.10 The Employer will not change an Employee's roster to avoid payment for a public holiday.

Non-Working Day Benefit

27.11 Where a full-time Employee's non-working day falls on a public holiday they will receive by mutual agreement either:

- (i) another day off with pay within twenty eight (28) days after the holiday falls;
- (ii) payment of an additional day's wages; or
- (iii) an additional day of annual leave.

27.12 A part-time Employee will be entitled to the non-working day benefit above where:

- (i) they work an average of twenty (20) days per four (4) week cycle; or
- (ii) they work an alternating roster and the public holiday falls on a day on which the Employee works, or systematically works, as part of their roster cycle.

27.13 This clause does not apply to any public holiday that falls on a Saturday or Sunday.

28. PERSONAL LEAVE

28.1 Entitlement to Personal Leave

28.1.1 All Personal Leave entitlements will be in accordance with the NES.

28.1.2 An Employee (other than a casual Employee) who has a personal leave credit is entitled to take paid personal leave if the leave is taken:

- Because an employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- To provide care or support to a member of the Employee's

immediate family, or a member of the Employee's household, who require care or support because of a personal illness, or personal injury affecting the member, or an unexpected emergency affecting the member in accordance with clause 32.

28.2 Accrual of Personal Leave Entitlement

An Employee's (other than a casual Employee) entitlement to Personal Leave will be ten (10) days per annum (pro-rata for part time Employees).

28.3 Conditions for Payment of Personal Leave

28.3.1 The Employee will promptly inform the Employer of his/her inability to attend for duty and, as far as possible state the nature of the illness or injury and the estimated duration of the absence.

28.3.2 For all absences longer than one (1) day due to injury or illness, the Employee, at the request of the Employer, must provide a medical certificate, or other reasonable evidence of injury or illness.

28.3.3 If more than two (2) single days personal leave are taken by an Employee in any year of service as a result of a personal illness or injury, or an Employee is absent on personal leave the day before or after a public holiday, the Employee, at the request of the Employer, must provide a medical certificate, or other reasonable evidence of injury or illness, for those absences.

28.3.4 The Employee is entitled to payment at the Employee's Ordinary Hourly Rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of Personal Leave according to their rostered hours.

29. FAMILY AND DOMESTIC VIOLENCE LEAVE

Eligible Employees are entitled to family and domestic violence leave in accordance with Schedule D.

30. ANNUAL LEAVE

30.1 All Annual Leave entitlements will be in accordance with the NES.

30.2 An Employee (other than a casual Employee) is entitled to four (4) weeks Annual Leave for each year of continuous service (pro-rata for part time Employees).

30.3 A seven (7) day shift-worker who is regularly rostered to work on Sundays and public holidays in a store where shifts are continuously rostered 24 hours a day

for seven (7) days per week is entitled to an additional one (1) week of annual leave.

30.4 The Annual Leave prescribed by this clause is exclusive of the Public Holidays as set out in this Agreement.

30.5 Time of Taking Annual Leave

30.5.1 Annual Leave is to be taken at a time or times agreed between the Employer and the Employee.

30.5.2 If an Employer and an Employee fail to agree on the time (or times) for taking annual leave or part of it, the Employer may require the Employee to take annual leave by giving the Employee notice of the requirement at least four (4) weeks before the period of annual leave is to begin, and where such a direction is permitted by the NES.

30.5.3 Where an Employee has been granted leave in advance of any entitlement and subsequently terminates their employment prior to accruing the appropriate leave, the Employer may deduct monies equivalent to such leave in advance, from any payment made to the Employee on termination.

30.5.4 There will be no obligation upon the Employer to pay annual leave loading in advance should an Employee take an annual holiday wholly or partly in advance of an accrued entitlement.

30.6 Payment for Annual Leave

30.6.1 Prior to commencing agreed Annual Leave an Employee may be paid for the period of leave with the agreement of the Employee and the Employer.

30.6.2 Upon termination of employment an Employee must be paid for leave accrued which has not been taken.

30.7 Annual Leave Loading

30.7.1 Employees not engaged as shift-workers - An Employee who is entitled to take Annual Leave will be entitled to payment of a leave loading equivalent to 17.5% or the relevant weekend penalty that would otherwise apply whichever is the greater (but not both).

30.7.2 Employees engaged as shift-workers – An Employee who would have worked on shift-work had they not been on annual leave will be entitled to payment of a leave loading equivalent to 17.5% or the shift

loading (including relevant weekend penalties) whichever is the greater (but not both).

30.7.3 Leave loading is payable on leave paid out on termination.

31. LONG SERVICE LEAVE

Employees covered by this Agreement are entitled to long service leave in accordance with the long service leave legislation that applies to the Employee in the State or Territory in which the Employee works.

32. CARER'S LEAVE

32.1 Definitions

32.1.1 **Carer's Leave** means leave provided in accordance with this clause.

32.1.2 **Immediate family** includes:

32.1.2.1 **Spouse** (including a former spouse, a de facto spouse, a same-sex spouse and a former de facto spouse) of the Employee. A de facto spouse, in relation to a person, means a person to whom the first mentioned person lives with on a bone fide domestic basis (although not legally married to that person); and

32.1.2.2 child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

32.1.3 **Personal Leave** means leave provided for in accordance with clause 28.

32.2 Paid Carer's Leave

32.2.1 Paid carer's leave is included in the personal leave credit referred to in clause 28. The paid carer's leave referred to in this clause is not in addition to the personal leave entitlement set out in clause 28.

32.2.2 An Employee (other than a casual Employee) with responsibilities in relation to either members of the Employee's immediate family or household who need the Employee's care or support for such persons when they are ill, injured or have an unexpected emergency is entitled to up to ten (10) days paid carer's leave in accordance with the NES.

32.2.3 The Employee must, if required by the Employer, establish by production of a medical certificate, statutory declaration, or other

reasonable form of evidence, the illness, injury or unexpected emergency of the person concerned.

32.2.4 In normal circumstances an Employee must not take carer's leave where another person has taken leave to care for the same person.

32.2.5 The Employee must, where practicable, give the Employer notice prior to their absence of their intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence in accordance with this clause at the first opportunity on the day of the absence.

32.2.6 The amount of carer's leave taken is to be deducted from the amount of the Employee's personal leave credit.

32.3 Unpaid Carer's Leave

An Employee can take two (2) days of unpaid leave for the purpose of providing care to an immediate family or household member, if the Employee has exhausted their paid personal and carer's leave. This entitlement extends to casual Employees.

33. PARENTAL LEAVE

See Schedule C

34. BLOOD DONOR LEAVE

34.1 A full-time Employee who is absent during ordinary working hours for the purpose of donating blood will be paid their Ordinary Hourly Rate of pay for the duration of his/her attendance at a recognized place for donating blood to a maximum of two (2) hours on each occasion and subject to a maximum of 4 separate absences each calendar year.

34.2 The Employee will arrange for the absence to be on a day suitable to the Employer and the absence will be as close as possible to the beginning or ending of the Employee's ordinary working hours.

34.3 Proof of attendance of the Employee at a recognised place for the purpose of donating blood and the duration of such attendance will be furnished to the satisfaction of the Employer.

34.4 The Employee will notify the Employer as soon as possible of time and date

upon which the Employee is requesting permission to be absent for the purpose of donating blood.

35. COMPASSIONATE LEAVE

- 35.1 Entitlement to compassionate leave will be in accordance with the NES.
- 35.2 Compassionate leave will consist of two (2) days paid leave (for all permanent Employees) on each permissible occasion.
- 35.3 The Employer, at its sole discretion, may grant additional paid leave on compassionate grounds.

36. COMMUNITY SERVICE LEAVE

- 36.1 In accordance with the NES, employees will be entitled Community Service Leave.
- 36.2 Jury Service Leave - Employees, other than casuals will be entitled to be absent from their employment for a period because of jury service and will be paid at the base rate of pay for their Ordinary Hours of Work during that period, less the amount paid to the employee by the Court in which jury service is being performed, for a maximum of ten (10) days.
- 36.3 The employee will provide reasonable evidence as required by the Employer for any period of Community Service Leave in accordance with the NES.

37. LEAVE WITHOUT PAY

- 37.1 The Employer may approve a period of unpaid leave, which will not break continuity of employment, at its sole discretion.
- 37.2 Situations in which this may occur include (but are not necessarily limited to):
- an Employee who is studying and requires time to attend exams;
 - an Employee who wishes to travel overseas or interstate for an extended period;
 - an Employee who requires extended time off to care for a sick or injured close relative;
 - an Employee who wishes to return to studies on a full-time basis.
- 37.3 Any leave taken in accordance with this clause will be subject to the following:

- mutual agreement;
- a maximum period of two (2) months;
- all other appropriate leave entitlements and accrued time off in lieu (including RDO's) must be exhausted.

37.4 Where a full-time or part-time Employee proceeds on authorised unpaid leave of absence of one (1) week's duration or more, all entitlements to annual leave, sick leave, or long service leave will not accrue, and will recommence on the date of returning from such leave.

37.5 Authorised leave of absence will not break continuity of service.

38. UNIFORMS

38.1 Employees must present for work in a neat, tidy and business-like manner.

38.2 If an Employee wishes to purchase an item of clothing, the Employer will make available tax-deductible items of clothing which bear the Employer logo. The purchase of such items will be voluntary.

38.3 If an Employee is not satisfactorily dressed in accordance with clause 38.1, when in attendance at the workplace, he/she may be directed to cease work without pay until such time as the Employee is dressed to the required standard.

39. SUPPLY OF PROTECTIVE CLOTHING AND EQUIPMENT

39.1 Where an Employee is required to work in a place or places where the temperature is reduced by artificial means below 2°C, the Employee will be provided with suitable protective clothing for the period in which the Employee is so employed.

39.2 The allowances in Schedule B apply to the provision and laundering of protective clothing covered by this clause.

39.3 It is a condition of employment that Employees use any safety equipment issued by the Employer, providing they have been properly trained in the use of such equipment, and that they wear any safety clothing provided by the Employer.

40. GRIEVANCE PROCEDURE

40.1 A grievance between an Employee and the Employer about matters arising under this Agreement or the NES should be discussed at the first instance between the Employee and the Employee's line manager.

- 40.2 If the matter is not settled, the Employee may raise the matter with the relevant Store Manager/Store Supervisor.
- 40.3 If the matter is not settled the Employee may raise the matter with the Human Resources Manager at Head Office.
- 40.4 If the matter still cannot be resolved either party may refer it to the Fair Work Commission, (subsequently referred to as “**FWC**”) for conciliation, so long as the matter in dispute is not about whether the Employer had reasonable business grounds under the NES as concerns requests for flexible working arrangements, or extensions to periods of unpaid parental leave.
- 40.5 After all reasonable attempts to settle the matter (as permitted by this clause) by conciliation have failed, the parties may, proceed to arbitration. If arbitration is necessary, the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 40.6 If all parties agree to have the dispute arbitrated in accordance with this clause, the decision of the member of FWC will bind the parties, subject to either party exercising a right of appeal available under the Fair Work Act.
- 40.7 It is a term of this Agreement that while the grievance resolution procedure is being conducted, work will continue as normal before the dispute arose, unless;
- (i) an Employee has a reasonable concern about an imminent risk to his or her health or safety, and;
 - (ii) the Employee has not unreasonably failed to comply with a direction by the Employer to perform other available work, whether at the same or another workplace that was safe and appropriate for the Employee to perform.
- 40.8 An Employee is entitled to be represented at any stage of this grievance procedure.

41. CONSULTATION

Major workplace change

41.1 Employer to notify

- 41.1.1 Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer

must notify the Employees who may be affected by the proposed changes and their representatives, if any.

41.1.2 **Significant effects** include termination of employment; major changes in composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

41.2 **Employer to discuss change**

41.2.1 The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 41.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

41.2.2 The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 41.1.

41.2.3 For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

41.3 **Changes to rosters or hours of work**

41.3.1 Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

41.3.2 The Employer must:

- provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the

change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

41.3.3 The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

41.3.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

42. FLEXIBILITY TERM

42.1 Notwithstanding any other provision of this Agreement, an Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of, are those concerning:

42.1.1 arrangements for when work is performed;

42.1.2 overtime rates;

42.1.3 penalty rates;

42.1.4 allowances; and

42.1.5 leave loading.

42.2 The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.

42.3 The agreement between the Employer and the individual Employee must:

42.3.1 be confined to a variation in the application of one or more of the terms listed in clause 42.1; and

42.3.2 result in the Employee being better off overall at the time the arrangement was entered into than the Employee would have been if no individual flexibility agreement had been agreed to.

- 42.4 The agreement between the Employer and the individual Employee must also:
- 42.4.1 be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - 42.4.2 state each term of this Agreement that the Employer and the individual Employee have agreed to vary;
 - 42.4.3 detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - 42.4.4 detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - 42.4.5 state the date the agreement commences to operate.
- 42.5 The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
- 42.6 Except as provided in clause 42.4.1 the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 42.7 An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 42.8 The agreement may be terminated:
- 42.8.1 by the Employer or the individual Employee giving written notice of termination in accordance with section 203(6) of the Fair Work Act to the other party and the agreement ceasing to operate at the end of the notice period; or
 - 42.8.2 at any time, by written agreement between the Employer and the individual Employee.
- 42.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual Employee contained in any other term of this Agreement.

SCHEDULE A – WAGES AND CLASSIFICATIONS

The Ordinary Weekly Rate for an adult permanent Employee is as follows:

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Shop Assistant	\$808.20	\$832.45	\$857.42
Clerical Assistant	\$808.20	\$832.45	\$857.42
Clerks	\$904.84	\$931.99	\$959.95
Baker	\$856.66	\$882.36	\$908.83

The rates in the above table will be operative on and from 7 days after the Agreement is approved by the Fair Work Commission.

Where an Employee under the age of 21 is engaged to work, the Ordinary Weekly Rate for a permanent Employee will be the following % of the rate prescribed in the above table:

At 16 years of age or under	50%
At 17 years of age	60%
At 18 years of age	70%
At 19 years of age	80%
At 20 years of age (6 months service or less)	90%
At 20 years of age (more than 6 months service)	100%

SCHEDULE B – ALLOWANCES

Where allowances in this schedule are expressed as weekly, part-time and casual Employees will be paid on a pro-rata basis.

1. Supervisors Allowance

This allowance is paid per-week, on a weekly basis, for full-time Employees and will be pro-rated for part-time and casual Employees.

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Supervisor of less than 3 Employees	\$31.46	\$32.40	\$33.38
Supervisor of 3 - 14 Employees	\$47.51	\$48.94	\$50.40
Supervisor of 15 or more Employees	\$81.87	\$84.33	\$86.86

2. Meal allowance

An Employee who is given less than twenty-four (24) hours' notice of a requirement to remain at work, or return to work after the usual finishing time for that day, and who works for one (1) hour or more after such finishing time (when that additional work necessitates taking a meal away from the Employee's place of residence) the Employee is entitled to the following meal allowance:

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Meal Allowance	\$18.55	\$19.11	\$19.68

Where such overtime exceeds four (4) hours a further meal allowance in accordance with the above table will be paid.

3. First Aid Allowance

An Employee holding a current first aid certificate or qualification from St. John Ambulance or a similar body, and appointed by the Employer to carry out first aid duty will be paid a First Aid Allowance, in addition to their Ordinary Weekly Rate, a weekly

payment as follows, which will be pro-rata for part-time and casual Employees.

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
First Aid Allowance (per week)	\$10.89	\$11.22	\$11.55

4. Cold Work Disability Allowance and Freezer Allowance

Employees principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid a Cold Work Disability Allowance per hour:

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Cold Work Allowance	\$0.29	\$0.30	\$0.31

An employee required to work in a cold chamber where the temperature is below 0°C will be paid a Freezer Allowance per hour as follows:

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Freezer Allowance	\$0.73	\$0.75	\$0.77

5. Excess travelling costs

Where an employee is required by their employer to move temporarily from one shop to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the employer.

6. Travelling time reimbursement

6.1 An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid

travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.

6.2 Where the employer provides transport from a pick-up point, an employee will be paid travelling time for all time spent travelling from such pick up point and returning to such pick up point.

6.3 The rate of pay for travelling time will be the ordinary time rate except on Sundays and holidays when it will be time and a half.

7. Transfer of employee reimbursement

Where any employer transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family.

8. Transport allowance

Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.

9. Transport of employees reimbursement

9.1 Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee's usual place of residence. This will not apply if the employer provides or arranges proper transportation to and/or from the employee's usual place of residence, at no cost to the employee.

9.2 Provided always that an employee may elect to provide their own transport.

9.3 Provided further that this clause will not apply to employees engaged under the provisions of shift-work.

10. Recall allowance

10.1 Unless otherwise agreed an employee recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.

10.2 The time worked will be calculated from the time the employee leaves home until the time they return home.

11. Liquor licence

An employee who holds a liquor licence under a relevant State or Territory law will be paid as follows:

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Liquor Licence Allowance	\$0.68	\$0.70	\$0.72

12. Special clothing

Where the employer requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing then the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.

Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid the following applicable allowance:

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Full time employee (per week)	\$6.47	\$6.66	\$6.86
Part-time or Casual employee (per shift)	\$1.29	\$1.33	\$1.37

SCHEDULE C - PARENTAL LEAVE

1. Interpretation

- 1.1 Parental leave is available in accordance with the NES.
- 1.2 Eligible casual Employee means a casual Employee who would be entitled to parental leave in accordance with the NES.

2. Entitlement

- 2.1 The Employer must, on becoming aware that an Employee, or an Employee's spouse, is pregnant, or that an Employee is adopting a child, briefly inform the Employee of:
 - (a) the Employee's entitlements under this Agreement and the NES; and
 - (b) the Employee's responsibility to provide various notices under this Agreement and the NES.
- 2.2 The Employer is not entitled to rely on an Employee's failure to produce a certificate or give a notice as required by this Agreement unless the Employer establishes that this section has been complied with in relation to the Employee.
- 2.3 Except as provided by this clause, an Employee who applies for parental leave must comply with any notice and evidence requirements in the NES to be entitled to parental leave.

3. Unpaid Parental Leave

- 3.1 Permanent Employees, and eligible casual Employees, are entitled to a single continuous period of 12 months unpaid parental leave if the leave is associated with:
 - (a) the birth of a child or the Employee or the Employee's spouse or de facto partner; or
 - (b) the placement of a child with the Employee for adoption;and the Employee has or will have a responsibility for the care of the child.
- 3.2 In accordance with the NES Permanent Employees, and eligible casual employees, are entitled to request a further 12 months of unpaid parental leave provided:
 - (a) A request to such leave must be provided in writing at least 4 weeks

- before the end of the available parental leave.; and
 - (b) the Employer may only refuse a request on reasonable business grounds.
- 3.3 If requested by the Employer, a pregnant Employee who continues to work during the six (6) week period prior to the expected due date of the child must provide a medical certificate stating:
 - (a) whether the Employee is fit for work; and
 - (b) whether it is inadvisable for the Employee to continue working because of illness or risks arising out of the Employee's pregnancy or hazards connected with the position.
- 3.4 The Employer may require a pregnant Employee to take a period of unpaid parental leave if:
 - (a) the Employee does not provide a medical certificate within seven (7) days of a request by the Employer; or
 - (b) the Employee provides a medical certificate that states that the Employee is not fit for work.
- 3.5 Employees may elect to take a period of paid annual leave or long service leave during a period of unpaid parental leave. The total duration of the Employee's absence must not exceed twelve (12) months, unless additional leave is granted by the Employer in accordance with the NES.
- 3.6 A period of concurrent parental leave may be taken by an Employee and the Employee's spouse or de facto partner in accordance with the NES. An Employee's entitlement to Unpaid Parental Leave will be reduced by the amount of concurrent leave taken by the Employee's spouse or de facto partner.

4. Unpaid Special Maternity Leave

- 4.1 A pregnant Employee who has complied with all evidence and notice requirements is entitled to a period of Unpaid Special Maternity Leave if she is not fit for work due to:
 - (a) a pregnancy-related illness; or
 - (b) the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

5. Unpaid Pre-Adoption Leave

- 5.1 An Employee who has complied with all evidence and notice requirements is entitled to up to five (5) days of Unpaid Pre-Adoption Leave to attend any interviews or examination required in order to obtain approval for the adoption.
- 5.2 An Employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the Employee to obtain custody of the child.
- 5.3 The Employee is not entitled to Unpaid Pre-Adoption Leave if the Employee could take some other form of leave and is directed to do so by the Employer.

6. Transfer to a Safe Job

- 6.1 If a pregnant Employee provides the Employer with a medical certificate that states that she is fit for work but that it is inadvisable for her to continue in her present position because of illness or risks arising out of her pregnancy, or hazards connected with the position the Employee must be transferred to an appropriate safe job in accordance with the NES.
- 6.2 If there is no appropriate safe job available, the Employee is entitled to take paid no safe job leave in accordance with the NES.
- 6.3 An employee who is entitled to unpaid parental leave and has complied with the notice and evidence requirements is entitled to paid no safe job leave for the risk period which must be paid at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.
- 6.4 An employee who is not entitled to unpaid parental leave is entitled to take unpaid no safe job leave.
- 6.5 The paid leave will end at the commencement of unpaid parental leave upon the birth of a child or otherwise in accordance with the NES.

7. Variation and Cancellation of Parental Leave

- 7.1 Parental leave may be varied or cancelled in accordance with the NES.

8. Return to Work

- 8.1 A permanent Employee or an eligible casual Employee who takes a period of parental leave will be entitled to the position which they held immediately before proceeding on parental leave.
- 8.2 Where such a position is no longer available, but there are other positions

available that the Employee is qualified for and is capable of performing, the Employer will return the Employee to a position comparable in status and pay to that of the Employee's former position.

8.3 The Employee may be required to relocate to a store other than the store they were located in prior to their parental leave. The proximity of the new location to the Employee's home will be taken into consideration.

8.4 An Employer must not fail to re-engage a casual Employee because:

(a) the Employee or Employee's spouse or de facto partner is pregnant or adopting a child; or

(b) the Employee is or has been immediately absent on parental leave.

8.5 The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

9. Part-Time Work

9.1 In this subsection, unless the contrary intention appears:

(a) 'Former position' means the position held by an Employee immediately before commencing leave or part-time employment under this section, whichever first occurs, or, if such position no longer exists but there are other positions available for which the Employee is qualified and the duties of which he or she is capable of performing, a position as nearly as possible comparable in status and pay to that of the position first mentioned in this definition;

(b) 'Part-time work' means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include casual or temporary work.

9.2 An Employee may, with the agreement of the Employer, work part-time during one or more periods:

(a) during a pregnancy of the Employee;

(b) at any time from the seventh week after the Employee has given birth to a child until the child's second birthday;

(c) at any time from the date of placement of a child with the Employee for adoption until the second anniversary of the date of placement, or;

(d) any time after the Employee's spouse or de facto partner has given

birth to a child until the child's second birthday.

9.3 An Employee may work part-time under this section despite any other provision of this Agreement, which limits or restricts the circumstances in which part-time work may be worked or the terms upon which it may be worked, including provisions:

- (a) limiting the number of Employees who may work part-time,
- (b) establishing quotas as to the ratio of part-time to full-time Employees, or
- (c) prescribing a minimum or maximum number of hours a part-time Employee may work.

Note: An Employee in receipt of payments under the Australian Government's Parental Leave Pay Program may risk losing eligibility for such payments by working while on parental leave, and should make enquiries with the Government before deciding to perform like

10. Effect of Part-Time Work on Employment

10.1 Part-time work under this section does not break the continuity of service of an Employee.

11. Part-Time Work Agreement

11.1 Before commencing part-time work under this section, the Employer and the Employee must agree in writing:

- (a) that the Employee may work part-time;
- (b) the hours to be worked by the Employee, the days on which they will be worked and commencing times;
- (c) that, subject to this section, all entitlements will apply pro-rata for the period of part-time work;
- (d) the classification that will apply to the work to be performed; and
- (e) whether the Employee has a right to return to the former position of full-time work.

SCHEDULE D - FAMILY AND DOMESTIC VIOLENCE LEAVE

FAMILY AND DOMESTIC VIOLENCE

1. Definition

For the purpose of this Policy:

Family and Domestic violence is any violent, threatening or other abusive behaviour by a person to control or dominate a current or former partner or member of the person's family or household being physical, sexual, financial, emotional or psychological abuse, threats or coercion.

Examples of behaviour that may constitute family and domestic violence can include (but are not limited to):

- a. assault;
- b. sexual assault or other sexually abusive behaviour;
- c. stalking;
- d. repeated derogatory taunts;
- e. intentional damaging or destroying of property; and/or
- f. unlawful deprivation of liberty.

Employee includes full-time, part-time and casual employees. Casual employees must be employed on a regular and systematic basis for at least 12 months, and have a reasonable expectation of continuing employment.

Sensitive personal information means information that identifies the employee and discloses their experience of being subjected to family and domestic violence.

2. Personal Leave associated with Family and Domestic Violence

2.1 A permanent employee is entitled to take five (5) days per year of paid personal leave, and a casual employee is entitled to take five (5) unpaid days per year, for the purpose of attending activities, which are related to the experience of being subjected to family and domestic violence. Leave may be taken to attend:

- 2.1.1 legal proceedings;
- 2.1.2 counselling;
- 2.1.3 appointments with medical, financial or legal professionals;
- 2.1.4 to relocation or making other safety arrangements; and/or
- 2.1.5 other activities which in the opinion of the Employer are reasonably supported by access to leave associated with family and domestic violence.

- 2.2 An employee's entitlement to personal leave associated with family and domestic violence:
 - 2.2.1 accrues progressively during a year of service according to the employee's ordinary hours of work;
 - 2.2.2 does not accumulate from year to year;
 - 2.2.3 is payable at the base rate of pay applicable to the classification of the employee;
 - 2.2.4 is not payable on termination; and
 - 2.2.5 is conditioned upon compliance and notice evidence requirements.
- 2.3 Upon exhaustion of the leave entitlement in clause 2.1, employees may access, with the Employer's agreement, up to two (2) unpaid days of personal leave related to the experience of being subjected to family and domestic violence.
- 2.4 Paid or unpaid personal leave associated with family and domestic violence may be taken as:
 - 2.4.1 a continuous period;
 - 2.4.2 a single period of one day;
 - 2.4.3 any separate period/s of less than one day on which the Employer and the employee agree.
- 2.5 An employee will not suffer discrimination or adverse action if they disclose an experience of family or domestic violence.

3. Notice and Evidentiary Requirements

- 3.1 The employee must give the Employer notice as soon as reasonably practicable of their request to take paid or unpaid personal leave associated with family and domestic violence under this schedule.
- 3.2 The employee must advise the Employer of the period, or expected period of the leave.
- 3.3 If required by the Employer, the employee must provide evidence that would satisfy a reasonable person that the paid or unpaid personal leave associated with family and domestic violence is for the stated purpose and it was impracticable to attend outside work time. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.

- 3.4 Sensitive personal information provided by the employee to the Employer for the purposes of seeking leave under this Policy will be kept confidential to the fullest extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and safety of any individual.

4 Other

- 4.1 A trained contact officer shall be appointed to provide a point of first contact for employees experiencing family and domestic violence. Contact details of the trained contact officer will be provided on the Employer's intranet and are available from each Store Manager.
- 4.2 The Employer will ensure that all employees have access to the family and domestic violence pack which includes this schedule.

SCHEDULE E - CONSULTATION

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).

SCHEDULE F - LIST OF EMPLOYERS

This Agreement applies to the Romeo's Retail Group, which currently comprises of the following companies who are related bodies corporate and engaged in the common enterprise being the Romeo's Retail Stores:

- Romeo's Retail Group consisting of Magill Capital Pty Ltd as trustee for Magill Capital Trust & P Romeo Pty Ltd as trustee for P Romeo Holding Trust & Romeo Magill Investments Pty Ltd & J Romeo Pty Ltd as trustee for J Romeo Holding Trust;
- Bellagon Investments Pty Ltd & Bellagon Pty Ltd & DA Romeo Pty Ltd as trustee for DA Romeo Holding Trust & J Romeo Pty Ltd as trustee for J Romeo Holding Trust;
- Bellagon Pty Ltd as trustee for Romeo Service Trust;
- Erindale Supermarket Pty Ltd & P Romeo Pty Ltd as trustee for P Romeo Holding Trust & Romeo Erindale Investments Pty Ltd & DA Romeo Pty Ltd as trustee for DA Romeo Holding Trust;
- Rosewater Foodland Pty Ltd & Rosewater Investments Pty Ltd;
- Lockleys Foodland Pty Ltd & Romeo Lockleys Investments Pty Ltd;
- Glenelg South Foodland Pty Ltd & Glenelg South Investments Pty Ltd;
- Greenwith Foodland Pty Ltd & Greenwith Investments Pty Ltd;
- Mitcham Investments Pty Ltd & P Romeo Pty Ltd as trustee for P Romeo Holding Trust & DA Romeo Pty Ltd as trustee for DA Romeo Holding Trust & Romeo Mitcham Pty Ltd;
- Port Adelaide Foodland Pty Ltd & Romeo Port Adelaide Investments Pty Ltd;
- Marion Foodland Pty Ltd & Romeo Marion Investments Pty Ltd;
- Colonel Light Gardens IGA Pty Ltd & Brooklyn Park IGA Pty Ltd;
- Campbelltown IGA Fresh Pty Ltd & Romeo Campbelltown Investments Pty Ltd;
- Lockleys Foodland Pty Ltd & Romeo Lockleys Holdings Pty Ltd;
- Romeo NSW Investments Pty Ltd & Romeo NSW Holdings Pty Ltd as trustee for the Romeo NSW Holding Trust;
- Romeo NSW Investments No.2 Pty Ltd & Romeo NSW Holdings No.2 Pty Ltd as trustee for Romeo NSW Holding Trust No.2;
- Romeo Mawson Lakes Pty Ltd & Romeo Mawson Lakes Holdings Pty Ltd as trustee for Romeo Mawson Lakes Holding Trust;
- Romeo SA Investments Pty Ltd & Romeo SA Holdings Pty Ltd as trustee for Romeo SA Holding Trust; and
- Romeos SA Investments No 2 Pty Ltd & Romeo SA Holdings No 2 Pty Ltd as trustee for Romeo SA Holding Trust No 2.

SIGNING CLAUSE

Romeo's Retail Group Enterprise Agreement 2018

Signed for and on behalf of the Shop, Distributive and Allied Employees' Association as bargaining representative for the Employees to be covered by this Agreement



Signature

Julia Fox

Full name of Signatory

Assistant National Secretary - SDA

Position

6F, 53 Queen St

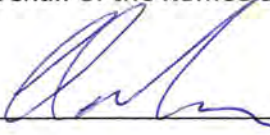
Melbourne VIC 3000

Address

17 January 2019

Date

For and on behalf of the Romeo's Retail Group:



Signature

ANGELO MIGNONE

Full name of Signatory

H.R. MANAGER

Position

71-79 O'CONNELL
STREET NORTH ADELAIDE

Address

25 / 1 / 2019

Date

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (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.



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Shop, Distributive and Allied Employees Association
(AG2020/4036)

DRAKES SUPERMARKETS RETAIL AGREEMENT 2020

Retail industry

DEPUTY PRESIDENT COLMAN

MELBOURNE, 8 FEBRUARY 2021

Application for approval of the Drakes Supermarkets Retail Agreement 2020.

[1] The Shop, Distributive and Allied Employees Association (SDA) has made an application for approval of an enterprise agreement known as the *Drakes Supermarkets Retail Agreement 2020* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] The employer has provided written undertakings, a copy of which is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the relevant requirements of ss 186, 187, 188 and 190 has been met.

[4] The SDA, 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.

[5] The Agreement was approved on 8 February 2021 and will operate from 15 February 2021. The nominal expiry date of the Agreement is 8 February 2025.



DEPUTY PRESIDENT

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<AE510283 PR726618>

Annexure A

ABN: 22084436773
Upper Level
159 Henley Beach Road
Torrensville SA 5031
p: (08) 8415 6100 f: (08) 8154 1400
www.drakes.com.au



Drakes

29 January 2021

Dear Deputy President Colman,

Drakes Supermarkets Retail Agreement 2020 (AG2020/4036)

Written undertakings under section 190 of the *Fair Work Act 2009*

I, Leanne Fraser National HR Director, am authorised by Drakes Supermarkets Pty Limited to make the following undertaking in relation the *Drakes Supermarkets Retail Agreement 2020*.

Drakes Supermarkets Pty Limited hereby undertakes the following in relation to the Drakes Supermarkets Retail Agreement 2020:

1. Supported Wage Rates During Trial Period

For the purposes of Clause 2.2.2(i) the employer provides a written undertaking that it will pay team members eligible for supported wage rates and working during a trail period no less than \$89 per week, or the relevant minimum rate set out in the *General Retail Industry Award 2020*, whichever is higher.

Signed for and on behalf of the employer.

Leanne Fraser
National HR Director

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



Drakes.

Drakes Supermarkets Retail Agreement 2020

PART 1 - PRELIMINARY	4
1.1 TITLE	4
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Part 1 - Preliminary

1.1 Title

This Agreement will be known as the *Drakes Supermarkets Retail Agreement 2020*.

1.2 Locality

This Agreement shall apply throughout Australia.

1.3 Coverage and parties bound

This Agreement will cover:

- (a) All Team Members engaged by The Fourth Force Pty Ltd, Finliq Pty Ltd, Dramet Pty Ltd, Lowood Supermarket Pty Ltd, Emu Park Supermarket Pty Ltd, Calliope Supermarket Pty Ltd, Chinchilla Supermarket Pty Ltd, Regents Park Supermarket Pty Ltd, Biggera Waters Supermarket Pty Ltd, Biloela Supermarket Pty Ltd, Pty Ltd, Ormeau Supermarket Pty Ltd, Rosewood Supermarket Pty Ltd, Samford Supermarket Pty Ltd, Sun Valley Supermarket Pty Ltd, North Lakes Supermarket Pty Ltd, McDowall Supermarket Pty Ltd, and for whom the classifications, rates of pay and conditions are prescribed by this Agreement. ("Team Members");
- (b) Shop, Distributive & Allied Employees' Association ("SDA") a registered trade union; and
- (c) This Agreement is negotiated between The Fourth Force Pty Ltd, Finliq Pty Ltd, Dramet Pty Ltd, Lowood Supermarket Pty Ltd, Emu Park Supermarket Pty Ltd, Calliope Supermarket Pty Ltd, Chinchilla Supermarket Pty Ltd, Regents Park Supermarket Pty Ltd, Biggera Waters Supermarket Pty Ltd, Biloela Supermarket Pty Ltd, Pty Ltd, Ormeau Supermarket Pty Ltd, Rosewood Supermarket Pty Ltd, Samford Supermarket Pty Ltd, Sun Valley Supermarket Pty Ltd, North Lakes Supermarket Pty Ltd, McDowall Supermarket Pty Ltd, trading as Drakes Supermarkets (Drakes) and the Shop, Distributive and Allied Employees' Association (SDA).

1.4 Date of operation

- (a) This Agreement will operate from 1 February 2021 or 7 days after the approval by the Fair Work Commission, whichever is the latter (Commencement Date); and
- (b) The nominal expiry date for this Agreement will be 4 years from the day on which the FWC approves the agreement.
- (c) This Agreement will continue to apply after its expiry date until such time that the Agreement is varied, replaced or terminated in accordance with the *Fair Work Act 2009*.

1.5 Comprehensive agreement

This Agreement comprehensively regulates the terms and conditions of employment of Team Members to whom it applies and operates to the exclusion of any other industrial agreements.

1.6 No extra claims

It is a term of this Agreement that the Company, the Union and the Team Members undertake during the life of the Agreement not to pursue any extra claims in relation to matters pertaining to the employment relationship.

1.7 Relationship with National Employment Standards

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

The NES and this Agreement will be posted on the noticeboards and lunchrooms at all sites where Team Members for whom the classifications, rates of pay and conditions of employment in this Agreement are engaged

1.8 Definitions

- (a) A 'Team Member' will be taken to mean and include all persons for whom wage rates are prescribed within this Agreement and who perform those duties detailed within this Agreement.

- (b) A 'Full-Time Team Member' will mean a permanent weekly Team Member who is engaged as such and will, within the parameters of Part 4 of this Agreement, work 152 ordinary hours in each 4-week cycle.
- (c) A 'Part-Time Team Member' will mean a permanent weekly Team Member who is engaged as such and will, within the parameters of Part 4 of this Agreement, work less than 38 ordinary hours per week.
- (d) A 'Casual Team Member' will mean a Team Member who is engaged on an hourly basis within the parameters of Part 4.
- (e) 'Probationary Period' will mean any new Full-Time and Part-Time Team Member's employment will be subject to a qualifying period of 6 months.
- (f) 'Ordinary Time Rate' will mean the actual ordinary rate of pay the Team Member receives for the ordinary hours of work performed, excluding overtime, holidays, penalty rates, fares and travelling time and other extraneous payments including bonuses and over-award payments.
- (g) 'Ordinary Time Earnings' is generally what Team Members earn for their ordinary hours of work. It includes things like commissions, penalty rates and allowances, but not overtime payments.
- (h) 'A shop without departments' means any shop which doesn't have clearly distinguishable departments or sections.
- (i) 'National Employment Standards' or 'NES' has the same meaning as in the Fair Work Act.
- (j) 'Standard Rate' means the minimum weekly wage for Level 4 in clause 3.1(a) - Wages. Where an allowance is provided for on an hourly basis, a reference to standard rate means 1/38th of the weekly wage referred to above.
- (k) 'Immediate family' means a Team Member's,
 - Spouse or former spouse
 - De facto partner or former de facto partner
 - Child
 - Parent
 - Grandparent
 - Grandchild
 - Sibling, or a
 - Child, parent, grandparent, grandchild or sibling of the Team Member's spouse or de facto partner (or former spouse or de facto partner)
 - Step-relations (e.g. step-parent and step children)
 - Adoptive relations
- (l) The Union shall be the Shop, Distributive and Allied Employees' Association (SDA).
- (m) Award or GRIA means the General Retail Industry Award 2020.
- (n) FWC means Fair Work Commission pursuant to the Act.
- (o) Act shall mean the Fair Work Act 2009

1.9 Classifications

In addition to the following duties, Team Members will be required to comply with all reasonable requests.

1.9.1

Level 1	Shop Assistant, Clerical Assistant (GRIA Level 1)
Level 2	Forklift Operator, Ride on Equipment Operator, 3IC to a Department Manager
Level 3	2IC to a Department Manager, Cook (not qualified), Customer Service Shift Supervisor

Level 4	Tradesperson (in-store Butcher or in-store Cook), Nightfill Supervisor, Customer Service Supervisor of up to 15 Team Members, Clerical Officer (GRIA Level 2), Department Manager of up to 4 Team Members (including self)
Level 5	Tradesperson in charge of other Tradespersons within a section or department, Customer Service Supervisor of more than 15 Team Members
Level 6	Department Manager with 5 or more Team Members (including self), Duty Manager, Clerical Officer (GRIA Level 3).

1.9.2 **Shop Assistant** is a Team Member performing all or any of the following classes of work: Cashier; replenishing and/or maintaining stocks of goods; generally assisting on the shop floor; picking and preparing orders for online sales; delivery of orders; receiving and storing of goods; trolley collection; food services (other than a Cook).

1.9.3 **Clerical Assistant (GRIA Level 1)** means a Team Member accountable for clerical and office tasks as directed within the skill levels set out in Clerical Assistant Level 1 in GRIA. This includes an Assistant to a Scanning Co-ordinator.

1.9.4 **Forklift Operator, Ride on Equipment Operator** means a Team Member whose duties predominantly require the person to operate equipment for which a licence is required.

1.9.5 **3IC to a Department Manager** means a Team Member who is in a training role to become a 2IC to a Department Manager.

1.9.6 **2IC to a Department Manager** means a Team Member who provides supervisory assistance to a designated section manager or team leader.

1.9.7 **Cook (not qualified)** means a Team Member who carries out cooking tasks but who is not qualified.

1.9.8 **Customer Service Shift Supervisor** means a Team Member who works at Level 3 when supervising other cashiers.

1.9.9 **Tradesperson** means a Team Member who is trade qualified as an in-store butcher or in-store cook and is required to utilise the skills of a trades qualified person.

1.9.10 **Nightfill Supervisor** means a Team Member who supervises a team of Nightfillers in a store without departments.

1.9.11 **Customer Service Supervisor of up to 15 Team Members** means a Team Member who supervises up to 15 cashiers.

1.9.12 **Clerical Officer (GRIA Level 2)** means a Team Member accountable for clerical and office tasks as directed within the skill levels set out in Clerical Officer Level 2 in GRIA. This includes a Scanning Co-ordinator.

1.9.13 **Department Manager with up to 4 Team Members (including self)** means a Team Member who is a department manager supervising up to 4 Team Members (including self).

1.9.14 **Tradesperson in charge of other Tradespersons within a department** means a Team Member who is a trade qualified in-store butcher or in-store cook and is required to supervise other trade-qualified in-store butchers or in-store cooks.

1.9.15 **Customer Service Supervisor of more than 15 Team Members** means a Team Member who supervises more than 15 cashiers.

1.9.16 **Department Manager with 5 or more Team Members (including self)** means a Team Member who is a department manager supervising more than 5 Team Members (including self).

1.9.17 **Duty Manager** means a Duty Manager who provides in person supervision of routine store operations for a particular period of time when the Store Manager or other management are not physically present at the store. A Duty Manager reports to the Store Manager. A Duty Manager is not responsible for duties of the Store

Manager such as: the setting of rosters for the Store (though they may be required to arrange replacements for absent Team Members from time to time); planning, ongoing career development, budgets or achievement of financial outcomes for the Store.

1.9.18 Clerical Officer (GRIA Level 3) means a Team Member accountable for clerical and office tasks as directed within the skill levels set out in Clerical Officer Level 3 in GRIA.

1.10 Higher duties

Team Members engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification are to be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, the Team Member is to be paid the higher rate for the time worked only.

Part 2 - Terms and conditions of employment

2.1 Contract of employment

- (a) A Team Member under this Agreement may be employed as a Full-Time, Part-Time or Casual Team Member.
- (b) At the commencement of employment, all permanent Team Members will be informed of their starting and finishing time of work and location of work rosters.
- (c) A Team Member may be required to provide proof of age, proof of ability to work in Australia, and/or proof of identification prior to engagement.
- (d) Drakes may direct a Team Member to carry out such duties as are within the limits of the Team Member's skill, competence and training consistent with the classification structure of this Agreement.
- (e) Drakes may direct a Team Member to carry out such duties and use such equipment as may be required, provided that the Team Member has been properly trained and where necessary licensed, in the use of such equipment.
- (f) Any direction issued by Drakes pursuant to subclauses (d) and (e) will be consistent with Drakes' responsibilities to provide a safe and healthy working environment.
- (g) All new Team Members (other than Casual Team Members) will be employed subject to a six (6) month probationary period. At any time during the probationary period, the Team Member or Drakes may terminate the employment of the new Team Member with one (1) weeks' notice. However, Team Members who are dismissed for conduct that at common law justifies instant dismissal are not entitled to any notice.

2.2 Trainees, supported wages

2.2.1 Trainees

- (a) Definitions
 - "*Approved Training*"- means that training which is specified in the *Contract of Training* which is part of the *Training Agreement* registered with an ANP in South Australia and DESBT in Queensland. It includes training undertaken both on and off-the-job in a *Traineeship* and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a *National Training Package* or a *Traineeship* and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a *National Training Package* or a *Traineeship* and leads to a Nationally recognised qualification.
 - "ANP" means Apprenticeship Network Provider or its successor.
 - "DESBT" means The Department of Employment, Small Business and Training or its successor.

"*Trainee*" - is an individual who is a signatory to a training agreement registered with ANP or DESBT and is involved in paid work and structured training which may be on or off the job.

"*Traineeship*" - means a system of training which has been approved by ANP or DESBT which meets the requirements of a National *Training Package* developed by the Department of Employment, Skills, Small and Family Business, and endorsed by the National Register of VET (training.gov.au), which leads to an Australian Qualifications Framework qualification specified by that National *Training Package*, and includes Full-Time *traineeships* and Part-Time *traineeships* including school based *traineeships*.

"*Training Agreement*" - means a contract of training made between Drakes and the trainee for a *Traineeship* which is registered as a Contract of Training with ANP or DESBT.

"*Traineeship Scheme*" - means a *Traineeship* approved by ANP or DESBT applicable to a group or class of Team Members or to an industry or sector of an industry or an enterprise.

"*Contract of Training*" - means a program of training which forms part of a *Training Agreement* registered with ANP or DESBT.

"*Training Package*" - means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Register of VET (training.gov.au) and placed on the National Register of VET (training.gov.au) website with the approval of Commonwealth, State and Territory Ministers responsible for vocational education and training

(b) Training conditions

- (i) The trainee must attend an approved training course or training program prescribed in the *Training Agreement* or as notified to the trainee by ANP or DESBT.
- (ii) A *Traineeship* must not commence until the relevant *Training Agreement*, made in accordance with a *Training Contract*, has been signed by Drakes and the *trainee* and lodged for registration with ANP or DESBT. However, if the *Traineeship* is not in a standard format, a *traineeship* must not commence until the *Training Agreement* has been registered with ANP or DESBT. Drakes must ensure that the trainee is permitted to attend the training course or program provided for in the *Training Agreement* and that the *trainee* receives the appropriate on-the-job training.
- (iii) Drakes will provide a level of supervision, in accordance with the *Training Agreement*, during the *Traineeship* period.
- (iv) Drakes agrees that the overall training program will be monitored by officers of ANP or DESBT and that training records or workbooks may be utilised as part of this monitoring process.
- (v) Training must be directed at:
 - The achievement of key competencies required for successful participation in the workplace (e.g. literacy, numeracy, problem solving, teamwork, using technology), and an Australian Qualification Framework Certificate Level III, IV or Diploma.

(c) Part-Time trainees

Trainees who undertake a *traineeship* on a part-time basis by working less than full-time hours and by undertaking the *approved training* at the same or lesser training time than a Full-Time *trainee*. A Part-Time *trainee* will receive, on a pro-rata basis, all employment conditions applicable to a Part-Time Team Member, including wages. They will be paid for actual hours worked and will agree to attend scheduled training sessions in their own time. At entry level, trainees shall undertake Certificate III in Retail.

(d) Management trainees

Current Full-Time or Part-Time Team Members may undertake approved management training on the recommendation of their supervisor. The program includes Certificate III in Retail and Certificate IV in Retail Management or a Diploma of Retail Leadership. The Team Members' terms and conditions of employment shall remain the same, including wages. Full-time Team Members will receive time off to attend training sessions. Part-Time trainees will be paid for the actual hours worked and will agree to attend scheduled training sessions in their own time.

2.2.2 Supported wages provisions

(a) Definitions

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

- (i) approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- (ii) assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- (iii) disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme
- (iv) relevant minimum wage means the minimum wage prescribed in this award for the class of work for which a Team Member is engaged
- (v) supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full enterprise agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au
- (vi) SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the Team Member's productive capacity and agreed wage rate.

(b) Eligibility criteria

Team Members covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Team Member is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

This clause does not apply to any existing Team Member who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of Team Members who are injured in the course of their employment.

(c) Supported wage rates

Team Members to whom this clause applies will be paid the applicable percentage of the relevant minimum wage, plus 1 cent per hour, according to the following schedule:

Assessed capacity	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

Provided that the minimum amount payable must be not less than the minimum amount per week nominated in the Supported Wage System.

Where a Team Member's assessed capacity is 10%, they must receive a high degree of assistance and support.

(d) Assessment of capacity

For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Team Member will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and Team Member and, if the Team Member so desires, a Union which the Team Member is eligible to join.

- All assessments made under this clause must be documented in an SWS wage assessment agreement and retained by the employer as a time and wages record in accordance with the Act.
- (e) **Lodgement of SWS wage assessment agreement**
All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant minimum wage to be paid to the Team Member, must be lodged by the employer with the Fair Work Commission.
All SWS wage assessment agreements must be agreed and signed by the Team Member and employer parties to the assessment. Where a Union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the Union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.
 - (f) **Review of assessment**
The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.
 - (g) **Other terms and conditions of employment**
Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Team Members covered by the provisions of this clause will be entitled to the same terms and conditions of employment as other workers covered by this agreement on a pro rata basis.
 - (h) **Workplace adjustment**
When Drakes wishes to employ a person under the provisions of this clause, the Company will take reasonable steps to make changes in the workplace to enhance the Team Member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
 - (i) **Trial period**
In order for an adequate assessment of the Team Member's capacity to be made, Drakes may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
The minimum amount payable to the Team Member during the trial period must be no less than \$87 per week.
Work trials should include induction or training as appropriate to the job being trialled.
Where Drakes and the Team Member wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under paragraph Assessment of capacity.

2.3 Termination of employment

- (a) Any termination of employment will consider the principles and legislative requirements of all relevant legislation.
- (b)
 - (i) In order to terminate the employment of a Full-Time or Part-Time Team Member, Drakes will give the following notice in writing:

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (ii) In addition to the notice in 2.3 (b) (i) above, Full-Time or Part-Time Team Members over 45 years of age at the time of giving of notice and with not less than two (2) years' continuous service, will be entitled to an additional week's notice.

- (iii) Payment in lieu of notice will be made if the appropriate notice is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (iv) The period of notice in this provision will not apply in the case of dismissal for misconduct or other grounds that justified summary dismissal.
- (c) The notice of termination required to be given by a Team Member must be in writing and must also be the same as that required of Drakes, save and except that there will be no additional notice based on the age of the Team Member concerned. If a Team Member fails to give the required period of notice, Drakes will have the right to withhold monies with a maximum amount equal to the ordinary time rate for the hours that they would usually work during the period of notice.
- (d) A written certificate of service will be given to each Team Member on termination of service with Drakes, when requested.
- (e) Notwithstanding the previous subclauses, the period of notice of termination may be reduced by mutual consent, evidenced in writing and acknowledged by both Drakes and the individual Full-Time or Part-Time Team Member concerned, so that a minimum period of 1 weeks' notice may be recognised, provided that this will not apply to periods of service of 4 weeks or less.
- (f) Drakes will pay a Team Member no later than 7 days after the day on which the Team Member's employment terminates.
- (g) Abandonment of employment
Where permitted by the Fair Work Act, the absence of a Team Member from work, without just cause, for a continuous period of 2 working days or more, without the consent of Drakes, and without notification to Drakes, shall be taken that the Team Member has abandoned employment and Drakes will be entitled to treat the employment as having been terminated. Drakes will only do so after it has made genuine and reasonable attempts to contact the Team Member.

2.4 Introduction of change

- (a) Consultation about major workplace change
If Drakes makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Team Members, Drakes must:
- (i) give notice of the changes to all Team Members who may be affected by them and their representatives (if any); and
 - (ii) discuss with affected Team Members and their representatives (if any):
 - the introduction of the changes; and
 - their likely effect on Team Members; and
 - measures to avoid or reduce the adverse effects of the changes on Team Members; and
 - commence discussions as soon as practicable after a definite decision has been made
- (b) For the purposes of the discussion under clause 2.4 (a) (ii), Drakes must give in writing to the affected Team Members and their representatives (if any) all relevant information about the changes including:
- (i) their nature; and
 - (ii) their expected effect on Team Members; and
 - (iii) any other matters likely to affect Team Members.
- (c) Clause 2.4 (b) does not require Drakes to disclose any confidential information if its disclosure would be contrary to Drakes interests
- (d) Drakes must promptly consider any matters raised by the Team Members or their representatives about the changes in the course of the discussion under clause 2.4 (a) (ii).
- (e) In clause 2.4, significant effects, on Team Members, includes any of the following:
- (i) termination of employment; or
 - (ii) major changes in the composition, operation or size of Drakes workforce or in the skills required; or

- (iii) loss of, or reduction in, job or promotion opportunities; or
- (iv) loss of, or reduction in, job tenure; or
- (v) alteration of hours of work; or
- (vi) the need for Team Members to be retrained or transferred to other work or locations; or
- (vii) job restructuring.

(f) Where this agreement makes provision for alteration of any of the matters defined at clause 2.4 (e), such alteration is taken not to have significant effect.

2.5 Redundancy

- (a) Where a Team Member is transferred to lower paid duties by reason of redundancy or accepts reduced hours due to a significant downturn in business, the Team Member shall be entitled to payment of an amount equal to the difference between the former average weekly hours of work and ordinary time rate of pay, penalties, loadings and the new reduced weekly hours of work and lower ordinary time rate of pay, penalties, loadings for both the period of notice and for a period equal to the number of weeks' severance pay as he/she would have been entitled to if his/her employment had been terminated.
- (b) A Team Member given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Team Member is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice. However, the Team Member is not entitled to be paid for any part of the period of notice remaining after the Team Member ceased to be employed.
- (c) A Team Member given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (d) If the Team Member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Team Member must, at the request of Drakes, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (e) In addition to the period of notice prescribed for ordinary termination in clause 2.3 (b) (i) a Team Member whose employment is terminated on the grounds of redundancy or partial redundancy, will be entitled to the following amount of severance pay:

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

"Week's Pay" means the Ordinary Time Rate of pay for the Team Member concerned.

- (f) Drakes in a particular case, may make application to the Fair Work Commission to have the general severance pay prescription varied if Drakes obtains acceptable alternative employment for a Team Member or Drakes cannot pay the amount.
- (g) This clause will not apply to Team Members with less than 1 years' continuous service and the general obligation on Drakes should be no more than to give relevant Team Members an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Team Members of suitable alternative employment.
- (h) This clause will not apply:

- (i) Where employment is terminated because of misconduct on the part of the Team Member;
- (ii) To Team Members engaged for a specific period or for a specific task or tasks; or
- (iii) To Casual Team Members, seasonal Team Members or Team Members engaged by the day or hour.

2.6 Dispute resolution

- (a) Clause 2.6 sets out the procedures to be followed if a dispute arises about a matter under this agreement or in relation to the NES.
- (b) The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the Team Member or Team Members concerned and the relevant supervisor.
- (c) If the dispute is not resolved through discussion as mentioned in paragraph (b), the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the Team Member or Team Members concerned and more senior levels of management, as appropriate.
- (d) If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under paragraph (b) and paragraph (c), a party to the dispute may refer it to the Fair Work Commission.
- (e) The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and arbitration.
- (f) If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- (g) A party to the dispute may appoint a person, or the Union to support and/ or represent them in any discussion or process under clause 2.6.
- (h) It is a term of this agreement that while the dispute resolution procedure is being conducted work will continue as normal before the dispute arose unless
 - (i) a Team Member has a reasonable concern about an imminent risk to their health or safety, and
 - (ii) the Team Member has not unreasonably failed to comply with a direction by Drakes to perform other available work.

2.7 Model flexibility term

- (a) Drakes and a Team Member covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the Agreement deals with one or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
 - (ii) the arrangement meets the genuine needs of Drakes and the Team Member in relation to one or more of the matters mentioned in paragraph (a); and
 - (iii) the arrangement is genuinely agreed to by Drakes and the Team Member.
- (b) Drakes must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (iii) result in the Team Member being better off overall than the Team Member would be if no arrangement was made.
- (c) Drakes must ensure that the individual flexibility arrangement:

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

Part 3 - Wages and allowances

3.1 Wages

- (a) The following base rates of pay apply from the first full pay period after the commencement of this Agreement:

Level	Base Rate of Pay (Hourly)	Weekly Wage Rate Equivalent (Base Rate of Pay x 38 Hours)
Level 1 Shop Assistant Clerical Assistant (GRIA Level 1)	\$21.79	\$828.02
Level 2 Forklift Operator Ride on Equipment Operator 3IC to a Department Manager	\$22.32	\$848.16
Level 3 2IC to a Department Manager Cook (not qualified) Customer Service Shift Supervisor	\$22.66	\$861.08
Level 4 Tradesperson (in-store Butcher or in-store Cook) Nightfill Supervisor Customer Service Supervisor of up to 15 Team Members Clerical Officer (GRIA Level 2) Department Manager with up to 4 Team Members (including self)	\$23.11	\$878.18
Level 5 Tradesperson in charge of other Tradespersons within a section or department Customer Service Supervisor of more than 15 Team Members	\$24.06	\$914.28
Level 6 Department Manager with 5 or more Team Members (including self) Duty Manager Clerical Officer (GRIA Level 3)	\$24.40	\$927.20

- (b) The weekly wage rate equivalent above is for information only – where any difference exists between the hourly rate and the weekly rate (for example, due to rounding), the hourly rate will prevail.

Part-Time Team Members will be paid the base rate of pay in clause 3.1 (a)

Casual Team Members will be paid the base rate of pay in clause 3.1 (a) plus a casual loading of 25% for all hours worked. This 25% loading is instead of paid leave (except for paid long service leave). A Casual Team Member is not entitled to be paid a penalty on a penalty, and the rates set out in the penalty rates table in clause 3.3 (a) are inclusive of the 25% casual loading.

(c) The minimum wage rate to be paid to junior Team Members is as follows:

Age	Percentage of weekly wage
	%
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	100

3.1.1 Apprentices

(a) Where an apprentice is engaged for a 4 year apprenticeship, the rate shall be the following % of the Level 4 adult butcher rate:

Year of Apprenticeship	Percentage
1 st year	50
2 nd year	65
3 rd year	85
4 th year	95

(b) Where an apprentice is engaged for a 3-year apprenticeship, the rate shall be the following % of the Level 4 adult butcher rate:

Year of Apprenticeship	Percentage
1 st year	60
2 nd year	75
3 rd year	90

(c) Where an apprentice has completed year 12, GRIA percentages will apply.

(d) Adult apprentice minimum wages

- (i) The minimum rates of pay for adult apprentices who are in the first year of their apprenticeship must be 80% of the minimum rate for a Level 4 in clause 3.1(a), or the rate prescribed by clause 3.1.1(a) or 3.1.1(b) for the relevant year of the apprenticeship, whichever is the greater.
- (ii) The minimum award rates of pay for adult apprentices who are in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 3.1(a), or the rate prescribed by clause 3.1.1(a) or 3.1.1(b) for the relevant year of the apprenticeship, whichever is the greater.
- (iii) A person employed by Drakes under this agreement immediately prior to entering into a training agreement as an adult apprentice with Drakes must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been a Team Member at Drakes for at least six months as a Full-Time Team Member or twelve months as a Part-Time or regular and systematic Casual Team Member immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 3.1(a) in which the adult apprentice was engaged immediately prior to entering into the training agreement.

3.1.2 Increases to base rates of pay

The minimum rates shall increase at the percentage increase and effective date that is ordered by the FWC in its Annual Wage Review, which for a:

- (i) Level 1 Team Member will be at the equivalent GRIA Level 1 Base Rate, plus 1 cent;
- (ii) Level 2 Team Member will be at the equivalent GRIA Level 2 Base Rate, plus 1 cent;
- (iii) Level 3 Team Member will be at the equivalent GRIA Level 3 Base Rate, plus 1 cent;
- (iv) Level 4 Team Member will be at the equivalent GRIA Level 4 Base Rate, plus 1 cent;
- (v) Level 5 Team Member will be at the equivalent GRIA Level 5 Base Rate, plus 1 cent; and
- (vi) Level 6 Team Member will be at the equivalent GRIA Level 6 Base Rate, plus 1 cent.

3.2 Payment of wages

- (a) Wages, overtime and allowances will be paid weekly in arrears by Electronic Funds Transfer (EFT) no later than Thursday of each week, into the financial institution nominated by the Team Member. In a short week, such as a week with a public holiday, payments may be paid no later than Friday and Team Members will be notified in advance when this will occur.
- (b) Team Members will be paid weekly while on annual leave and the annual leave loading payable as per clause 5.1(k) of this Agreement will be paid in the normal pay cycle.
- (c) Where a pay discrepancy arises resulting in an overpayment to a Team Member, Drakes will liaise with the Team Member to make appropriate arrangements for repayment of the overpayment amount - either in full or by an agreed repayment plan. It is the responsibility of the Team Member to report any short payment or overpayment direct to Drakes.
- (d) Team Members whose employment has been terminated will be paid all monies as soon as possible or in the next pay cycle by electronic funds transfer.

However, this subsection will not apply where the Team Member has failed to provide the appropriate/ necessary information for the completion of the Team Member's pay, e.g. Doctor's Certificate, leave application forms, Workers' Compensation applications.

3.3 Penalty rates and loadings

- (a) The following penalty rates shall apply to Team Members from the commencement of this agreement:

Days of the week / hours	Full-Time and Part-Time	Casual
Monday to Friday – after 6pm	Base rate + 25%	Base rate + 45%
Saturday	Base rate + 25%	Base rate + 50%
Sunday	Base rate + 50%	Base rate + 75%
Public Holiday	Base rate + 125%	Base rate + 150%

- (b) Penalty rates will transition in line with variations in the General Retail Industry Award 2020.

3.4 Allowances and reimbursements

3.4.1 Meal allowance

- (a) A Team Member required to work overtime in excess of one hour after the usual finishing time, without being given 24 hours' notice, will be paid an allowance of \$18.87 for the first meal and \$17.10 for an extra meal after 4 hours. Provided that such meal allowance will not be payable to a Team Member who can reasonably return home for a meal or if a meal is provided.
- (b) The Meal Allowance will be paid through the Payroll by EFT as an allowance.
- (c) The Meal Allowance shall increase to the dollar value at the effective date that is ordered by the FWC in a variation to the Award.

3.4.2 First aid allowance

- (a) A Team Member, qualified to St John Ambulance standard or equivalent, if requested to act as the first aid attendant will be paid an allowance of 1.3% of the standard rate per week.

3.4.3 Uniforms

- (a) Team Members must present for work in a neat, tidy and business-like manner.
- (b) If a Team Member wishes to purchase an item of clothing, Drakes will make available tax-deductible items of clothing which bear the Drakes logo. The purchase of such items will be voluntary.
- (c) Special clothing

Where Drakes requires a Team Member to wear any protective or special clothing such as a uniform, dress or other clothing then Drakes will reimburse the Team Member for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by Drakes.

Where a Team Member is required to launder any special uniform, dress or other clothing, the Team Member will be paid the following applicable allowance:

- (i) For a Full-Time Team Member—\$6.25 per week;
- (ii) For a Part-Time or Casual Team Member—\$1.25 per shift.

3.4.4 Cold work disability allowance

- (a) Team Members principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid an allowance per hour, while so employed, of 1.3% of the standard rate.
- (b) A Team Member required to work in a cold chamber where the temperature is below 0°C will in addition to the allowance in 3.4.5 (a) also be paid an allowance per hour, while so employed, of 2% of the standard rate.

3.4.5 Liquor licence allowance

Where a Team Member holds a liquor licence under the relevant State or Territory law, the Team Member will be paid an extra 3.1% of the standard rate per week.

3.4.6 Broken Hill allowance

A Team Member in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an hourly allowance for the exigencies of working in Broken Hill of 4.28% of the standard rate.

3.4.7 Excess travelling costs

- (a) This clause applies to a Team Member who is required to work at a place other than their usual place of work for a period of up to 3 weeks.
- (b) Drakes will reimburse the Team Member any additional costs they incurred in travelling to and from the other place of work.

3.4.8 Travelling time reimbursement

- (a) This clause applies to a Team Member who on any day is required to work at a place other than their usual place of work.
- (b) Drakes will pay the Team Member at their ordinary rate of pay (or at 150% of that rate on a Sunday or public holiday) for time spent travelling both ways between the Team Member's residence (or, if the

Team Member provides transport from a pick up point, between that pick up point) and the other place of work in excess of the time normally spent in travelling to and from their usual place of work.

- (c) Drakes will also reimburse the Team Member any additional costs they incurred in travelling to and from the other place of work.

3.4.9 Moving expenses

- (a) This clause applies if Drakes transfers a Team Member from one township to another.
- (b) Drakes will pay the total cost (including fares and other transport charges) of moving the Team Member and any member of the Team Member's immediate family who reside in the Team Member's household.

3.4.10 Motor vehicle allowance

If Drakes requests a Team Member to use their own motor vehicle in performing their duties, Drakes will pay the Team Member an allowance of \$0.78 for each kilometre travelled.

3.4.11 Transport reimbursement

- (a) This clause applies to a Team Member to whom each of the following applies:
- (i) The Team Member starts work before 7.00 am or starts or finishes work after 10.00 pm; and
 - (ii) The Team Member's regular means of transport is not available; and
 - (iii) The Team Member is unable to arrange their own alternative means of transport; and
 - (iv) A proper means of transport to or from the Team Member's usual place of residence is not provided to, or arranged for, the Team Member by Drakes at no cost to the Team Member.
- (b) Drakes will reimburse the Team Member the cost they reasonably incurred in taking a commercial passenger vehicle between the place of employment and the Team Member's usual place of residence.

3.4.12 Recall allowance

- (a) This clause applies to a Team Member who for any reason is recalled to work by Drakes to perform specific duties on a day on which they:
- (i) Have completed their normal roster; or
 - (ii) Did not work.
- (b) Unless otherwise agreed between Drakes and the Team Member, Drakes will pay the Team Member at the appropriate rate of pay for whichever of the following is the greater:
- (i) The time between when the Team Member leaves their place of residence until they return there;
 - (ii) 3 hours.

3.5 Superannuation

- (a) Superannuation for Team Members employed under this Agreement shall be governed by applicable legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- (b) Team Members can nominate any superannuation fund that offers an approved MySuper product in accordance with the *Superannuation Industry (Supervision) Act 1993 (Cth)* by completing the applicable Choice of Super form and providing all required information.
- (c) If no choice is made, Drakes will make superannuation contributions on behalf of eligible Team Members, at the percentage consistent with applicable legislation, calculated on the Team Member's Ordinary Time Earnings into the default fund which is the Retail Employees Superannuation Trust (REST); or
- (d) If a choice of fund is made, as per clause 3.5 (b) contributions will be made into the Team Member's nominated superannuation fund.

- (e) For the purposes of superannuation, reference to Ordinary Time Earnings will be defined as that set out by the most recent Australian Taxation Ruling on Ordinary Time Earnings.

3.5.1 Voluntary Team Member contributions

- (a) Subject to the governing rules of the relevant superannuation fund, a Team Member may, in writing, authorise Drakes to pay on behalf of the Team Member a specified amount from the post-taxation wages of the Team Member into the same superannuation fund as Drakes makes the superannuation contributions provided for in clause 3.5.
- (b) A Team Member may adjust the amount the team member has authorised Drakes to pay from the wages of the Team Member from the first of the month following the giving of one months' written notice to Drakes.

3.5.2 Absence from work

In addition, Drakes must also make the superannuation contributions provided for in this clause:

- (a) While the Team Member is on any paid leave;
- (b) For the period of absence from work (subject to a maximum of 52 weeks) of the Team Member due to work-related injury or work-related illness provided that; the Team Member is receiving workers compensation payments or is receiving regular payments directly from Drakes in accordance with the statutory requirements; and the Team Member remains employed by Drakes.

Part 4 - Hours of work, type of employment, overtime

4.1 Ordinary hours of work

- (a) Ordinary hours shall not exceed:
 - (i) 9 hours on any day with one day per week a maximum of 11 hours;
 - (ii) 38 hours per week for Part-Time and Casual Team Members;
 - (iii) 76 hours in any 2-week period or 152 hours in any 4-week period for Full-Time Team Members

- (b) Ordinary hours may be worked, within the following spread of hours:

Days	Spread of hours
Monday to Friday, inclusive	7.00 am – 11.00 pm
Saturday	7.00 am – 11.00 pm
Sunday	9.00 am – 11.00 pm

This will happen provided that:

- (i) the commencement time for ordinary hours of work for newsagencies on each day may be from 5.00 am;
- (c) If the spread of hours is expanded in the GRIA, then the expanded spread of hours will apply to the exclusion of the above
- (d) The hours of work on each day shall be continuous, except for meal breaks and rest breaks
- (e) No Team Member covered under this Agreement is employed as a shift worker as defined in the General Retail Industry Award 2020.

4.2 Full-Time

- (a) A Full-Time Team Member is a weekly Team Member who works 76 ordinary hours averaged over a 2-week cycle or 152 ordinary hours averaged over a 4-week cycle.

- (b) The maximum ordinary hours worked in any week shall be 48 without the payment of overtime for Team Members employed on a fortnightly or 4-week cycle.
- (c) The ordinary hours of all Full-Time Team Members will not be less than 4 hours on any day such a Team Member is rostered.

4.3 Part-Time

- (a) The weekly ordinary hours of all Part-Time Team Members may be rostered so as not to exceed 38 hours per week
- (b) Part-Time Team Members will be engaged for a minimum of 9 hours per week, with a minimum daily engagement of not less than 3 hours.
- (c) For Part-Time Team Members, overtime will be paid as per schedule 4.7 (a) for hours worked in excess of the contracted hours in clause 4.5 (a) (other than in accordance with 4.3.1)

4.3.1 Additional hours for Part-Time Team Members

- (a) Any agreement to vary the regular pattern of work will be made in writing before the varied hours commence. A variation under this subclause may be of a temporary (including ad-hoc or one -off variations) or permanent nature. A Part-Time Team Member can elect to provide written standing consent to vary their regular pattern of work in order to work additional hours (Additional Hours) at the rates of pay specified in Clause 3.1, provided such standing consent may be withdrawn by the Team Member at any time. (To avoid doubt, a Team Member who provides standing consent can still verbally refuse to work additional hours when offered on any occasion.) Such a variation in writing may be made by electronic means (this will include email and SMS).
- (b) Such Additional Hours will be offered and accepted based on the following conditions:
 - (i) The Additional Hours will be taken to mean that a Part-Time Team Member has been offered, and accepted, additional working hours above those already contracted hours, as specified in 4.3.1 (a) without the payment of overtime;
 - (ii) The Additional Hours are not in excess of daily or weekly maximum hours, provided in Clause 4.1(a) of this Agreement without the payment of overtime;
 - (iii) The Additional Hours are paid at the ordinary wage rate plus applicable shift allowances and penalty rates;
 - (iv) The Additional Hours will be included for the purpose of calculating the Part-Time Team Member's entitlement to annual leave, personal/carer's leave and long service leave.
- (c) Between 1 June and 16 June each year, Part-Time Team Members who had worked an average of 7.5 hours per week or more (above their contracted ordinary hours) in accordance with clause 4.3.1, in the preceding 12 month period (1 June and 31 May), will be entitled to apply in writing to increase their rostered ordinary hours by up to their average per week, providing:
 - (i) The increase in rostered ordinary hours would not exceed a maximum of 38 hours per week;
 - (ii) The Team Member has not been subject to disciplinary action and/or formal performance improvement procedures in the preceding 12-month period; and
 - (iii) The Team Member has submitted the request no later than 16 June in the application year.

Any increase in contracted ordinary hours will not take effect until 1 July of the applicable calendar year

Drakes reserves the right to review the application and may refuse the request on operational grounds.

4.4 Casual

- (a) The engagement of a Casual Team Member will not be less than 3 hours per day. For the first two engagements a minimum of 2 hours may apply for training purposes only.

- (b) Junior Casual Team Members who are full-time secondary school students and who work between 3.00pm and 6.30pm Monday to Friday shall be subject to a minimum period of engagement of 1.5 hours within the period specified in this paragraph, provided that:
 - (v) the Team Member is a Full-Time secondary school student;
 - (vi) and the Team Member is engaged to work between the hours of 3.00 pm and 6.30 pm on a day they are required to attend school;
 - (vii) and the Team Member agrees to work, and a parent or guardian of the Team Member agrees to allow the Team Member to work a shorter period than 3 hours;
 - (viii) and employment for a longer period than the period of the engagement is not possible because of Drakes operational requirements or the unavailability of the Team Member.

4.4.1 Right to request Casual conversion

- (a) A person engaged by Drakes as a regular Casual Team Member may request that their employment be converted to Full-Time or Part-Time employment.
- (b) A regular Casual Team Member is a Casual Team Member who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Team Member could continue to perform as a Full-Time Team Member or Part-Time Team Member under the provisions of the Drakes Supermarkets Retail Agreement 2020.
- (c) A regular Casual Team Member who has worked equivalent Full-Time hours over the preceding period of 12 months' Casual employment may request to have their employment converted to Full-Time employment.
- (d) A regular Casual Team Member who has worked less than equivalent Full-Time hours over the preceding period of 12 months' Casual employment may request to have their employment converted to Part-Time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to Drakes.
- (f) Where a regular Casual Team Member seeks to convert to Full-Time or Part-Time employment, Drakes may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Team Member.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the Casual Team Member's hours of work in order for the Team Member to be engaged as a Full-Time or Part-Time Team Member in accordance with the provisions of the Drakes Retail Agreement 2020 - that is, the Casual Team Member is not truly a regular Casual Team Member as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular Casual Team Member's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular Casual Team Member is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Team Member's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Team Member is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where Drakes refuses a regular Casual Team Member's request to convert, Drakes must provide the Casual Team Member with Drakes reasons for refusal in writing within 21 days of the request being made. If the Team Member does not accept Drakes refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 2.6. Under that procedure, the Team Member or Drakes may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- (j) Where it is agreed that a Casual Team Member will have their employment converted to Full-Time or Part-Time employment as provided for in this clause, Drakes and the Team Member must discuss and record in writing:
 - (i) the form of employment to which the Team Member will convert –that is, Full-Time or Part-Time employment.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a Casual Team Member has converted to Full-Time or Part-Time employment, the Team Member may only revert to Casual employment with the written agreement of Drakes.
- (m) A Casual Team Member must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular Casual Team Member to convert to Full-Time or Part-Time employment, nor permits Drakes to require a regular Casual Team Member to so convert.
- (o) Nothing in this clause requires Drakes to increase the hours of a regular Casual Team Member seeking conversion to Full-Time or Part-Time employment.
- (p) Drakes must provide a Casual Team Member, whether a regular Casual Team Member or not, with a copy of the provisions of this subclause within the first 12 months of the Team Member's first engagement to perform work.
- (q) A Casual Team Member's right to request to convert is not affected if Drakes fails to comply with the notice requirements in paragraph (p).

4.5 Rostering arrangements

- (a) At the time of first being employed, Drakes and any permanent Part-Time Team Member will agree in writing on a regular pattern of work specifying:
 - (i) The hours worked each day;
 - (ii) Which days of the week the Team Member will work;
 - (iii) The actual starting and finishing times of each day;
 - (iv) The times of taking and the duration of meal breaks and rest breaks.
- (b) Permanent Team Members and Drakes shall agree in writing on a roster with either 19 or 20 ordinary time starts per 4-week cycle. No Team Member shall work more than 6 ordinary time starts in one week. Where a Team Member works on 6 consecutive ordinary time starts in a week, the Team Member shall work no more than 4 ordinary time starts in the following week, unless otherwise agreed by Drakes and the Team Member.
- (c) Consecutive days off
 - (i) Ordinary hours will be worked to provide a Team Member with two consecutive days off each week or three consecutive days off in a two-week period.
 - (ii) This requirement will not apply where the Team Member requests in writing and Drakes agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that a Team Member make such a request.
 - (iii) A Team Member can terminate the agreement by giving four weeks' notice to Drakes.
- (d) There will be a 10-hour break between a Team Member's ceasing time on one day and commencement time the following day. Any Team Member who does not have a 10-hour break will be paid at double the ordinary rate of pay until a 10-hour break is achieved.
- (e) Team Members regularly working Sundays
 - (i) A Team Member who regularly works Sundays will be rostered to have three consecutive days off each four weeks and the consecutive days off will include Saturday and Sunday.

- (ii) This requirement will not apply where the Team Member requests in writing and Drakes agrees to other arrangements which are to be recorded in the time and wages records. It cannot be made a condition of employment that a Team Member make such a request.
 - (iii) A Team Member can terminate the agreement by giving four weeks' notice to Drakes.
- (f) A Team Member may elect, with the consent of Drakes, to work 'make-up time', under which the Team Member takes time off ordinary hours, and works those hours at a later time, provided it complies with the rostering arrangements in this Agreement.
- (g) When setting or changing rosters, Drakes will take into consideration personal circumstances of the Team Member including family responsibilities, caring responsibilities, sporting and study commitments and access to safe transport home.
- (h) Any permanent roster change will be provided to the Team Member in writing with a minimum seven days' notice. Should the Team Member disagree with the roster change, they will be given a minimum of 14 days written notice instead of seven days, during which time there will be discussions aimed at resolving the matter.

The rostered hours of Full-Time and Part-Time Team Members may be altered at any time by mutual agreement between Drakes and the Team Member.

Rosters will not be changed except as provided in the above clause from week to week, or fortnight to fortnight, nor will they be changed to avoid any Agreement entitlements.

- (i) All Team Members will be provided in advance with regular notice of their work rosters.
- (j) Drakes will exhibit staff rosters on a notice board, which will show for each Team Member
- (i) the number of ordinary hours to be worked each week;
 - (ii) the days of the week on which work is to be performed; and
 - (iii) the commencing and ceasing time of work for each day of the week.
- (k) Consultation about changes to roster of hours of work:
- (i) This applies if Drakes proposes to change the regular roster or ordinary hours of work of a Team Member, other than a Team Member whose working hours are irregular, sporadic or unpredictable.
 - (ii) Drakes must consult with any Team Members affected by the proposed change and their representatives (if any).

For the purposes of consultation, Drakes must:

- a. Provide to the Team Members and their representatives mentioned in clause (ii) information about the change and when it is to begin; and
 - b. Invite the Team Members to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and invite their representative (if any) to give their views about that impact.
- (iii) Drakes must consider any views given under clause k (ii) b.
 - (iv) This clause is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

4.6 Meal breaks and rest pauses

- (a) All Team Members will be entitled to breaks in accordance with the following table:

Hours worked	Paid Rest break	Unpaid Meal break
Work less than 4 hours	No rest break	No meal break
Work 4 hours or more but no more than 5 hours	One 10-minute rest break	No meal break

Work more than 5 hours but less than 7 hours	One 10-minute rest break	One meal break of at least 30 minutes but not more than 60 minutes.
Work 7 hours or more but less than 10 hours	Two 10-minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	One meal break of at least 30 minutes but not more than 60 minutes.
Work 10 hours or more	Two 10-minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	Two meal breaks each of at least 30 minutes but not more than 60 minutes.

- (b) A Team Member rostered for a 6-hour shift may elect to forgo their unpaid break and such arrangements must be recorded in writing.
- (c) Rest breaks and meal breaks will be exclusive of walking time to the lunchroom.
- (d) A Team Member cannot be required to take a rest break or meal break within one hour of commencing or ceasing of work. A Team Member cannot be required to take a rest break(s) combined with a meal break.
- (e) The requests for flexible working arrangements clause can be utilised to permit variations to this clause by agreement between Drakes and Team Members.

4.7 Overtime

- (a) Drakes may require a Team Member to work reasonable overtime at overtime rates in accordance with the provisions of this clause and paid in accordance with the following table:

For Overtime worked on	Overtime rate Full-Time and Part-Time Team Members % of the Hourly Base Rate of Pay	Overtime rate Casual Team Members % of the Hourly Base Rate of Pay (inclusive of casual loading)
Monday to Saturday first 3 hours	150%	175%
Monday to Saturday after 3 hours	200%	225%
Sunday	200%	225%
Public Holiday	250%	275%

- (b) A Team Member may refuse to work overtime in circumstances where the working of such overtime would result in the Team Member working hours which are unreasonable having regard to:
 - (i) any risk to the Team Member's health and safety;
 - (ii) the Team Member's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by Drakes of the overtime and by the Team Member of their intention to refuse it; and
 - (v) any other relevant matter.
- (c) Where Drakes and the Team Member agree, hours worked outside the spread of hours may be counted as part of the Team Member's ordinary weekly hours so long as the Team Member receives the applicable overtime rate as set out in clause 4.7 (a). Drakes or the Team Member may withdraw agreement to an arrangement made under this clause by giving 28 days written notice, or with shorter notice where mutually agreed.
- (d) Except as otherwise provided for in this Agreement, all time worked by permanent Team Members will be paid according to overtime rates in clause 7.4 (a) as follows:

- (i) For Full-time Team Members working in excess of 76 ordinary hours per fortnight (exclusive of meal breaks) or in excess of 152 ordinary hours in each 4-week cycle;
 - (ii) For Part-Time Team Members working in excess of 38 ordinary hours per week;
 - (iii) When a permanent Team Member works outside the span of hours as per clause 4.1 (b)
 - (iv) When a permanent Team Member works outside their agreed rostering arrangements, other than in accordance with clause 4.3.1
- (e) Hours worked by Casual Team Members in excess of 38 ordinary hours per week or, where the Casual Team Member works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the 4-week cycle, will be paid at the overtime rates in clause 4.7 (a).
- (f) Where a Team Member is involved in workplace meetings, such Team Members will, upon mutual agreement, be able to vary their individual shift starting and/or finishing times to allow such meetings to occur in ordinary time hours.
- (g) A Team Member may elect, with the consent of Drakes, to take time off in lieu instead of payment for overtime at a time or times agreed with Drakes. The request must be in writing and the time off in lieu must be taken within 6 months. If time off for overtime that has been worked is not taken within the period of 6 months mentioned, Drakes must pay the Team Member for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) A Team Member may request at any time to be paid overtime, instead of time off in lieu and Drakes must pay the Team Member for the overtime, in the next pay period following the request at the applicable overtime rate.
- (i) Drakes undertakes not to exert undue influence or undue pressure on a Team Member in relation to a decision by Drakes to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) Overtime taken as time off in lieu during ordinary time hours will be taken at the equivalent overtime rate, i.e. 2 hrs overtime equals 3 hours off in lieu.
- (k) If, on the termination of the Team Member's employment, time off for overtime worked by the Team Member to which clause 4.7 (a) applies has not been taken, Drakes must pay the Team Member for the overtime at the overtime rate applicable to the overtime when worked.
- (l) Each day will stand alone i.e. overtime will be calculated daily and will be non-accumulative.

4.8 Requests for flexible working arrangements

- (a) In accordance with section 65 of the Fair Work Act, Team Members can request a change in their working arrangements due to the following circumstances
- (ii) the Team Member is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (iii) the Team Member is a carer;
 - (iv) the Team Member has a disability;
 - (v) the Team Member is 55 or older;
 - (vi) the Team Member is experiencing violence from a member of the Team Member's family;
 - (vii) the Team Member provides care or support to a member of their immediate family, or a member of their household, who requires care or support because they are experiencing violence from their family.
- (b) Before responding to a request, Drakes must discuss the request with the Team Member and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Team Member's circumstances having regard to:
- (i) the needs of the Team Member arising from their circumstances;
 - (ii) the consequences for the Team Member if changes in working arrangements is not made; and
 - (iii) any reasonable business grounds for refusing the request.

- (c) Drakes must provide the Team Member with a written response to the request within 21 days, stating whether the request is granted or refused.
- (d) If Drakes refuse the request, the written response must include details of the reasons for the refusal including the business grounds for the refusal and how the grounds apply.
- (e) If Drakes and the Team Member reach an agreement under on a change in working arrangements that differs from that initially requested by the Team Member, Drakes will provide the Team Member with a written response to their request setting out the agreed change(s) in working arrangements.
- (f) If Drakes and the Team Member could not agree on a change in working arrangements in accordance with 4.8 (b) the written response must:
 - (i) state whether or not there are any changes in working arrangements that Drakes can offer the Team Member to better accommodate their circumstances; and
 - (ii) if Drakes can offer the Team Member such changes in working arrangements, set out those changes in working arrangements.
- (g) Drakes may only refuse the request on reasonable business grounds which include the following:
 - (i) that the request would be too costly or likely to result in a significant loss in efficiency or productivity;
 - (ii) that there is no capacity, or it is impractical to change the working arrangements of other Team Members, or recruit new Team Members, to accommodate the request;
 - (iii) that the request would be likely to have a significant negative impact on customer service

Part 5 - Leave and holidays

5.1 Annual leave

- (a) Full-Time Team Members and Part-Time Team Members are covered by this Agreement will be entitled to annual leave in accordance with the NES. The accrual rate will be 152 hours per annum for Full-Time, and pro rata for Part-Time Team Members.
- (b) Annual leave will be taken at a time which is mutually agreed between both Drakes and the Team Member. Approval of annual leave will be discussed between the Team Member and the Team Member's site Manager.
- (c) Team Members will make reasonable attempts to take annual leave within 12 months of the leave accruing unless otherwise agreed between a Team Member and their site Manager.
- (d) Consideration will be given to a Team Member's leave requests to assist in leave coinciding with their partner's leave.
- (e) Annual leave in advance
 - (i) Drakes and the Team Member may agree in writing to the Team Member taking a period of paid annual leave before the Team Member has accrued an entitlement to the leave.
 - (ii) An agreement must:
 - state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - be signed by Drakes and the Team Member and, if the Team Member is under 18 years of age, by the Team Member's parent or guardian.
 - (iii) Drakes must keep a copy of any agreement under clause 5.1 (e) as a Team Member record.
 - (iv) If, on the termination of the Team Member's employment, the Team Member has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 5.1 (e), Drakes may deduct from any money due to the Team Member on termination an amount equal to the amount that was paid to the Team Member in respect of

any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

(f) Excessive leave accruals: general provision

- (i) A Team Member has an 'excessive leave accrual' if the Team Member has accrued more than 8 weeks' paid annual leave.
- (ii) If a Team Member has an excessive leave accrual, Drakes or the Team Member may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (iii) Clause 5.1 (g) sets out how Drakes may direct a Team Member who has an excessive leave accrual to take paid annual leave.
- (iv) Clause 5.1 (h) sets out how a Team Member who has an excessive leave accrual may require Drakes to grant paid annual leave requested by the Team Member.

(g) Excessive leave accruals: direction by Drakes that leave be taken

- (i) If Drakes has genuinely tried to reach agreement with a Team Member under clause 5.1 (f) (ii) but agreement is not reached (including because the Team Member refuses to confer), Drakes may direct the Team Member in writing to take one or more periods of paid annual leave.
- (ii) However, a direction by Drakes under paragraph 5.1 (f) (ii):
 - is of no effect if it would result at any time in the Team Members remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 5.1 (f), 5.1 (g), or 5.1 (h) or otherwise agreed by Drakes and the Team Member) are taken into account; and
 - must not require the Team Member to take any period of paid annual leave of less than one week; and
 - must not require the Team Member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - must not be inconsistent with any leave arrangement agreed by Drakes and the Team Member.
- (iii) The Team Member must take paid annual leave in accordance with a direction under paragraph 5.1 (g) (i) that is in effect.
- (iv) A Team Member to whom a direction has been given under paragraph 5.1 (g) (i) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph 5.1 (g) (iv) may result in the direction ceasing to have effect. See clause 5.1 (g) (i).

Note 2: Under section 88 (2) of the Fair Work Act, Drakes must not unreasonably refuse to agree to a request by the Team Member to take paid annual leave.

(h) Excessive leave accruals: request by Team Member for leave

- (i) If a Team Member has genuinely tried to reach agreement with Drakes under clause 5.1 (f) (ii) but agreement is not reached (including because Drakes refuses to confer), the Team Member may give a written notice to Drakes requesting to take one or more periods of paid annual leave.
- (ii) However, a Team Member may only give a notice to Drakes under paragraph 5.1 (h) (i) if:
 - the Team Member has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - the Team Member has not been given a direction under clause 5.1 (g) (i) that, when any other paid annual leave arrangements (whether made under clause 5.1 (f), 5.1 (g), or 5.1 (h) or otherwise agreed by Drakes and the Team Member) are taken into account, would eliminate the Team Member's excessive leave accrual.
- (iii) A notice given by a Team Member under paragraph 5.1 (h) (i) must not:
 - if granted, result in the Team Member's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 5.1 (f), 5.1 (g) or 5.1 (h) or otherwise agreed by Drakes and the Team Member) are taken into account; or

- provide for the Team Member to take any period of paid annual leave of less than one week; or
 - provide for the Team Member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - be inconsistent with any leave arrangement agreed by Drakes and the Team Member.
- (iv) A Team Member is not entitled to request by a notice under paragraph 5.1 (h) (i) more than 4 weeks' paid annual leave in any period of 12 months.
- (v) Drakes must grant paid annual leave requested by a notice under paragraph 5.1 (h) (i).
- (i) A Team Member is not on annual leave if the period during which a Team Member has taken annual leave includes:
- a. A full or part day public holiday
 - b. A period of any other leave (other than unpaid parental leave), or a period of absence from employment due to community service leave
- (j) Leave debits will be equivalent to the ordinary hours Team Members would have worked had they not been on paid leave. Such leave will therefore be paid and debited based on hours actually taken.
- (k) Payment for annual leave (including any proportionate payments) will be calculated and paid as follows:
- (i) the Team Member's ordinary wage rate as prescribed by this Agreement for the period of the annual leave plus a further amount calculated at the rate of 17.5% of the ordinary wage rate
 - (ii) where the Team Member would have received penalty rates had the Team Member not been on leave during the relative period, and such loadings would have entitled such team member to a greater amount than the 17.5% loading, then the penalty rates will be added to the Team Member's ordinary pay instead of the annual leave loading.
- Prior to proceeding on annual leave, a Team Member is entitled to be paid for the period of leave.
- Upon termination of employment a Team Member must be paid for leave accrued which has not been taken.
- (l) If a public holiday falls within the Team Member's period of annual leave, the period of annual leave would be increased by one day or part day for each public holiday.
- (m) During the Holiday Blockout times, as accessible on the Company Information Portal, annual leave will only be permitted, in special circumstances by mutual agreement between Drakes and the Team Member. Drakes will not unreasonably refuse a request based on special circumstances. Should Drakes refuse such a request, the Team Member will have the right to appeal the refusal directly with the site Manager.
- (n) Casual Team Members are entitled to apply for unpaid leave, such requests will not be unreasonably refused.
- (o) A Full-Time or Part-Time Team Member and Drakes may agree to cash out an amount of annual leave in line with Drakes policy and the NES.

5.2 Public holidays

- (a) Public holidays are provided for in the NES.
- (b) Designated trading days on public holidays shall be worked by Team Members on a voluntary basis. If, however, there are insufficient volunteers then Drakes will nominate Team Members to work and such Team Members will be required to work.
- (c) If Drakes requests a Team Member to work on a public holiday, the Team Member may refuse the request if:
 - (i) the request is not reasonable; or

- (ii) the refusal is reasonable
- (d) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be considered:
 - (i) the nature of Drakes workplace or enterprise (including operational requirements), and the nature of the work performed by the Team Member;
 - (ii) the Team Member's personal circumstances, including family responsibilities;
 - (iii) whether the Team Member could reasonably expect that Drakes might request work on the public holiday;
 - (iv) whether the Team Member is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (v) the type of employment of the Team Member (for example, whether Full-Time, Part-Time or Casual)
 - (vi) the amount of notice in advance of the public holiday given by Drakes when making the request;
 - (vii) in relation to the refusal of a request - the amount of notice in advance of the public holiday given by the Team Member when refusing the request;
 - (viii) any other relevant matter,
- (e) For Part-Time Team Members, it is agreed that rosters should not be altered to avoid penalties. However, where a public holiday falls on a "not required day", it will attract no payment. A "not required day" for Part-Time Team Members means a day where no work is rostered.
- (f) This clause will only apply to Team Members who received this entitlement prior to the commencement of this Agreement.

Where a Full-Time Team Member or a Part-Time Team Member working an average of 5 days per week, whose non-working day falls on a public holiday where a benefit applies in terms of clause 5.2 (a) they shall be paid by mutual agreement, either:

- (i) payment of an additional day's wages;
- (ii) addition of one day to the Team Member's annual leave, or
- (iii) another day may be allowed off with pay to the Team Member within twenty-eight days after the holiday falls, or during the week prior to the holiday.

If Drakes and the Team Member are unable to reach agreement on either (i), (ii) or (iii) above, the Team Member must be paid an additional day's wages.

A Part-Time Team Member shall be entitled to the provisions of (i), (ii), and (iii) above where the Team Member works an alternating roster and the public holiday falls on a day on which the Team Member works in any week of their roster cycle.

For the purpose of this paragraph for Full-Time Team Members' "day" shall mean 7.6 hours, and 8 hours for a Team Member working 19 days in a 4-week cycle. In respect of Part-Time Team Members' "day" shall mean the average number of hours rostered per day by the Team Member prior to the public holiday in the 4-week cycle.

This clause will not apply to a Team Member, other than a former Action Supermarkets Team Member, when a Team Member's non-working day falls on a public holiday on a Saturday or a Sunday.

5.3 Personal/carer's leave

- (a) Full-Time, Part-Time and Casual Team Members are entitled to personal/carer's leave in accordance with the NES.
- (b) Personal/carer's leave accrues progressively during a year of service according to the Team Member's ordinary hours of work and accumulates from year to year. Personal/carer's leave accrual will equate to 10 days per 12 months of continuous service and will accrue on a pro rata basis for Part-Time Team Members.

- (c) Personal/carer's leave may be taken by a Team Member due to their own illness/ injury (personal leave). Personal/carer's leave can also be taken by the Team Member to provide care or support to a member of the Team Member's immediate family or a member of the Team Member's household, who requires care or support because of a personal/carer's illness or injury of the member or an emergency affecting the member (carer's leave).
- (d) Personal/carer's leave is subject to the following conditions and limitations:
- (i) a Team Member is not entitled to paid personal/carer's leave for injury or illness for any period in respect of which they are entitled to workers' compensation;
 - (ii) it is expected that the Team Member will, as soon as possible prior to the Team Member's normal start time, inform Drakes of his/ her inability to attend for work, and as far as may be practicable, state the reason for the absence and the estimated duration of the absence;
 - (iii) A Team Member will be required to produce a medical certificate, or equivalent evidence, if the Team Member is absent from work on account of illness.
 - before, after, or on a public holiday; before or after annual leave; where a Team Member has taken in excess of 2 single day absences (in any calendar year); or where the absence exceeds 2 consecutive days.
 - a medical certificate or other reasonable proof of illness shall be provided by a Team Member who is ill during a period of annual leave and who seeks to have the annual leave recredited to his/her annual leave entitlements.
 - the Team Member will provide to Drakes evidence/ documentation that would satisfy a reasonable person that they were unable to attend for work on the day or days for which the personal/carer's leave is claimed. In this Agreement, documentation means:
 - a medical certificate issued by a registered health practitioner or
 - a statutory declaration made by the Team Member.
- (e) Drakes will not need to make any payment for any time a Team Member is absent from work without producing satisfactory evidence in support of a request for paid personal/carer's leave in accordance with clause 5.3 (d).
- (f) The Team Member is entitled to payment for personal/carer's leave at the Team Member's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.
- (g) Unused personal/carer's leave will not be paid out on termination for any reason.

5.3.1 Unpaid personal/carer's leave

- (a) A Team Member may, take unpaid personal/carer's leave for the purpose of providing care and support for a member of their immediate family or a member of the Team Member's household because of:
- (i) a personal illness, or personal injury affecting the member; or
 - (ii) an emergency affecting the member.
- (b) Unpaid personal/carer's leave can only be taken by a Full-Time or Part-Time Team Member when the Team Member's entitlement to paid personal/carer's leave has been exhausted
- (c) Unpaid personal/carer's leave is limited to a single, unbroken, period of 2 days, or two separate periods of 1 day each, or any separate periods totalling 2 days to which Drakes and the Team Member agree.
- (d) Casual Team Members are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.

Such leave is unpaid. A maximum of 48 hours absence is allowed by right with additional absence by agreement.

5.3.2 Make up time

A Team Member who has taken unpaid carer's leave may elect, with the consent of Drakes, to work 'make up time' under which the Team Member takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

5.4 Compassionate leave

- (a) Team Members are entitled to compassionate leave in accordance with the NES.
- (b) Entitlement to additional compassionate leave

Subject to the same provisions of 5.4 (a), where the leave in 5.4 (a) has been exhausted, a Team Member is entitled to leave up to 15.2 hours on each occasion of a death of the relative (pro rata for Part-Time Team Members). This additional leave may, at the Team Member's request and with the agreement of Drakes, be provided on the following basis:

- (i) Where paid leave is sought, it will be debited against the available personal leave credit of the Team Member.
- (ii) Where the personal leave credit of the Team Member has been exhausted and additional leave is sought, the Team Member may either access paid leave as provided for elsewhere in this Agreement or apply for unpaid leave which will not be unreasonably withheld by Drakes.

5.5 Parental leave

- (a) Parental leave will mean unpaid maternity, paternity or adoption leave.
- (b) Parental leave will be available according to the NES.
- (c) Eligible Casual Team Member means a Casual Team Member who would be entitled to parental leave in accordance with the NES.
- (d) Team Members may elect to use their long service leave in conjunction with a period of parental leave and this may be taken in the usual way or at half pay for double the leave subject to limitations applied by the NES.
- (e) Parental leave may be varied or cancelled in accordance with the NES.

5.5.1 Return to work

- (a) A Team Member, on returning to work after parental leave, is entitled:
 - (i) to the position, which was held immediately before commencing parental leave, or
 - (ii) in the case of a Team Member who has transferred to a safe job, to the position which was held immediately before the transfer.
- (b) If the position no longer exists but there are other positions available which the Team Member is qualified for and is capable of performing, the Team Member is entitled to a position as near as possible, comparable in status, pay and location to that of the former position.
- (c) In relation to an eligible Casual:
 - (i) on return from unpaid parental leave, the Casual Team Member shall be engaged in accordance with clause 4.4 of this agreement.
 - (ii) The rights of Drakes in relation to engagement and re-engagement of Casual Team Members are not affected, other than in accordance of this clause.

5.6 Long service leave

Team Members will be entitled to long service leave, in accordance with relevant state legislation.

5.7 Leave without pay

- (a) Leave without pay will only be granted at Drakes discretion. Where leave without pay is sought on account of illness, a medical certificate must be provided by the Team Member indicating the nature of the illness and period of incapacity.
- (b) Leave without pay shall mean an approved period of unpaid leave, which shall not break continuity of employment and which whilst not exhaustive, may include:
 - (i) a Team Member who is studying and requires time to attend exams;
 - (ii) a Team Member who wishes to travel overseas or interstate for an extended period;
 - (iii) a Team Member who requires time off to care for a sick or injured close relative;
 - (iv) a Team Member who wishes to return to studies on a full-time basis.
- (c) Any leave taken in accordance with this clause shall be subject to the following:
 - (i) mutual agreement
 - (ii) a maximum period of 2 months
 - (iii) all other appropriate leave entitlements and accrued time off in lieu including RDO's must be exhausted.
- (d) Where a Full-Time or Part-Time Team Member proceeds on authorised unpaid leave of absence of one week's duration or more, all entitlements to annual leave, personal leave, and long service leave will be frozen from the date of commencing such leave to the date of returning from such leave.
- (e) Authorised leave of absence shall not break continuity of service.

5.8 Family and domestic violence leave

Family and domestic violence leave will be available according to the NES.

5.9 Community service leave

Team Members, including Casual Team Members, can take community service leave for certain activities as prescribed by the NES.

5.10 Natural disaster leave

- (a) Where a state of emergency is declared, or where flooding, earthquake and bushfires occur, or are imminent, affected Team Members will be allowed to leave work or be absent from work to care for their family or property where there is a genuine risk.
- (b) A Full-Time or Part-Time Team Member can take up to 3 days paid leave from their annual or long service leave accrual if there is a reasonable and justified reason that the Team Member is unable to attend work due to a natural disaster. Provided that such leave may be extended with agreement of Drakes in extenuating circumstances.
- (c) Drakes can direct a permanent Team Member to take leave if Drakes is forced to shut down, where a natural disaster has had a direct impact on the business.
- (d) Casual Team Members are entitled to unpaid natural disaster leave.

5.11 Australian Defence Force Reserve leave

- (a) Drakes is committed to supporting Team Members who are members of the Australian Defence Force (ADF) Reserves. If a Team Member is required for Defence Reserves duty and if the period of such leave would interfere with the Team Member's rostered work requirements, the Team Member shall,
 - (i) notify Drakes of the period for which Defence Reserves duty is required;

- (ii) make application to take leave without pay for the first 14 days. Drakes will provide an additional 14 days of paid leave on full pay for permanently employed, Full-Time Team Members.
- (b) For all other periods of ADF Reserve service, a Team Member may elect to apply for:
 - (i) Leave without pay;
 - (ii) Annual leave;
 - (iii) Long service leave;
 - (iv) A combination of the above to cover a period of Defence services.
- (c) Following a 12 month qualifying period, Part-Time and Casual Team Members may be entitled to paid ADF reserve leave on a pro-rata basis, determined by Drakes on an individual basis
- (d) ADF reserve leave is based on a financial year and is in addition to any other accrued leave. ADF reserve leave is not cumulative and cannot be carried over to the following year.

5.12 Blood donor leave

- (a) A Full-Time Team Member who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of 2 hours on each occasion and subject to a maximum of 4 separate absences for the purpose of donating blood each calendar year.
- (b) The Team Member shall arrange for the absence to be on a day suitable to Drakes and the absence shall be as close as possible to the beginning or ending of the Team Member's ordinary working hours.
- (c) Proof of attendance of the Team Member at a recognised place for the purpose of donating blood and the duration of such attendance shall be furnished to the satisfaction of Drakes.
- (d) The Team Member shall notify Drakes as soon as possible of time and date upon which the Team Member is requesting permission to be absent for the purpose of donating blood.

5.13 Jury service leave

Permanent Team Members shall be entitled to be absent from their employment for a period because of jury service and shall be paid at the base rate of pay for their ordinary hours of work during that period, less the amount paid to the Team Member by the Court in which jury service is being performed, for a maximum of ten (10) days.

5.14 Pre-natal leave

- (a) A Full-Time or Part-Time pregnant Team Member may access up to 18 hours of personal leave for the purpose of attending medical appointments associated with the pregnancy.
- (b) A Full-Time or Part-Time Team Member whose partner is pregnant may access up to 18 hours of carer's leave or annual leave for the purpose of attending medical appointments with their pregnant partner.
- (c) Proof of attendance may be required to be provided to Drakes, as per the relevant leave provision.
- (d) Where possible, Team Members should arrange appointments as close as possible to the beginning or ending of their ordinary working hours.
- (e) The Team Member is to provide reasonable notice to Drakes of their requirement to take pre-natal leave.
- (f) Leave will be deducted from the Team Member's accrued entitlement based on the actual time taken to attend each appointment.

Part 6 – Union matters

- (a) Drakes recognises the SDA as being the Union that represents Team Members who are covered by this agreement. This representation will extend to all terms and conditions of employment covered by this agreement.
- (b) The Union will be provided the opportunity to speak to all new Team Members about this Agreement, at a time agreed between the company and the Union.
- (c) Drakes undertakes upon authorisation to deduct Union membership dues as levied by the Union in accordance with its rules from the pay of Team Members who are members of the Union. Such monies collected will be forwarded to the appropriate branch of the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.
- (d) Union delegates will be allowed to take up to 2 days unpaid union training leave, provided 4 weeks' notice is given. The Union may reimburse the delegate for lost wages as a result of taking unpaid leave.
- (e) The Union will be allocated space on the Drakes notice boards where it can display communications.

Part 7 – Other

7.1 Workplace health and safety

Drakes is committed to achieving and maintaining a healthy and safe work environment for all Team Members. Drakes has several policies and procedures in place to ensure that this goal can be achieved. These policies and procedures can be found in the Workplace Health and Safety section of Policies and Procedures on the Company Information Portal.

7.2 Amenities

- (a) Drakes shall provide and maintain first-aid equipment which will be under the control of the site Manager or other appointed persons.
- (b) Where practicable, Drakes shall provide locker accommodation for each Team Member.
- (c) Drakes shall provide a room containing adequate seating accommodation with a sufficient supply of hot water, where practicable.

7.3 Alcohol and illegal drugs

- (a) In accordance with Drakes Zero Tolerance Drug and Alcohol Policy, the use of alcohol or illegal drugs during working hours, including meal breaks, is not permitted.
- (b) A Team Member found to be under the influence, in possession, or in control of an illegal drug may be dismissed.
- (c) A Team Member found to be under the influence of alcohol may be dismissed.

Part 8 – Signature page

8.1 Signatories to the Agreement

Signed for and on behalf of Drakes Supermarkets Pty Limited



Bob Soang
General Manager
159 Henley Beach Road, Torrensville, SA 5031
Who is duly authorised to sign this Agreement on behalf of Drakes Supermarkets Pty Limited

Date 21/12/20

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



Gerard Dwyer
National Secretary - Shop, Distributive and Allied Employee' Association
6/53 Queen Street, Melbourne, VIC 3000
Who is duly authorised to sign this Agreement on behalf of the Shop, Distributive and Allied Employees' Association.

Date 18-12-2020



29 January 2021

Dear Deputy President Colman,

Drakes Supermarkets Retail Agreement 2020 (AG2020/4036)
Written undertakings under section 190 of the *Fair Work Act 2009*

I, Leanne Fraser National HR Director, am authorised by Drakes Supermarkets Pty Limited to make the following undertaking in relation the *Drakes Supermarkets Retail Agreement 2020*.

Drakes Supermarkets Pty Limited hereby undertakes the following in relation to the Drakes Supermarkets Retail Agreement 2020:

1. Supported Wage Rates During Trial Period

For the purposes of Clause 2.2.2(i) the employer provides a written undertaking that it will pay team members eligible for supported wage rates and working during a trail period no less than \$89 per week, or the relevant minimum rate set out in the *General Retail Industry Award 2020*, whichever is higher.

Signed for and on behalf of the employer.

Leanne Fraser
National HR Director