

Enterprise agreements in the Retail sector

10 December 2020

This is a background document only and does not purport to be a comprehensive discussion of the issues involved. It does not represent the view of the Commission on any issue.

Table of Contents

Introduction.....	1
Who makes enterprise agreements?	1
What are employers seeking from an agreement?.....	3
What are the issues in the Retail award about which employers are seeking additional flexibility or that may cause issues when making an agreement?.....	5
Attachment A: Number of employees covered by agreements – 2019	7
Attachment B: Summary of agreements provisions for 5 agreements analysed.....	8

Introduction

Based on analysis of enterprise agreement approval applications in the Retail industry in recent years, this research looks at:

- Who makes enterprise agreements in the Retail sector;
- What employers are seeking from an agreement—what are they trading off and what flexibilities are they looking for; and
- What are the issues in the Retail award about which employers are seeking additional flexibility or that may cause issues when making an agreement?

Who makes enterprise agreements?

While Australian Bureau of Statistics (ABS) data show the Retail sector as having one of the highest number of employers in Australia, the proportion of those employers who make agreements is relatively low. Further, agreements are disproportionately made by larger employers. Table 1 uses data from the Workplace Agreements Database (WAD) to compare agreements approved in 4 of the largest employment sectors.

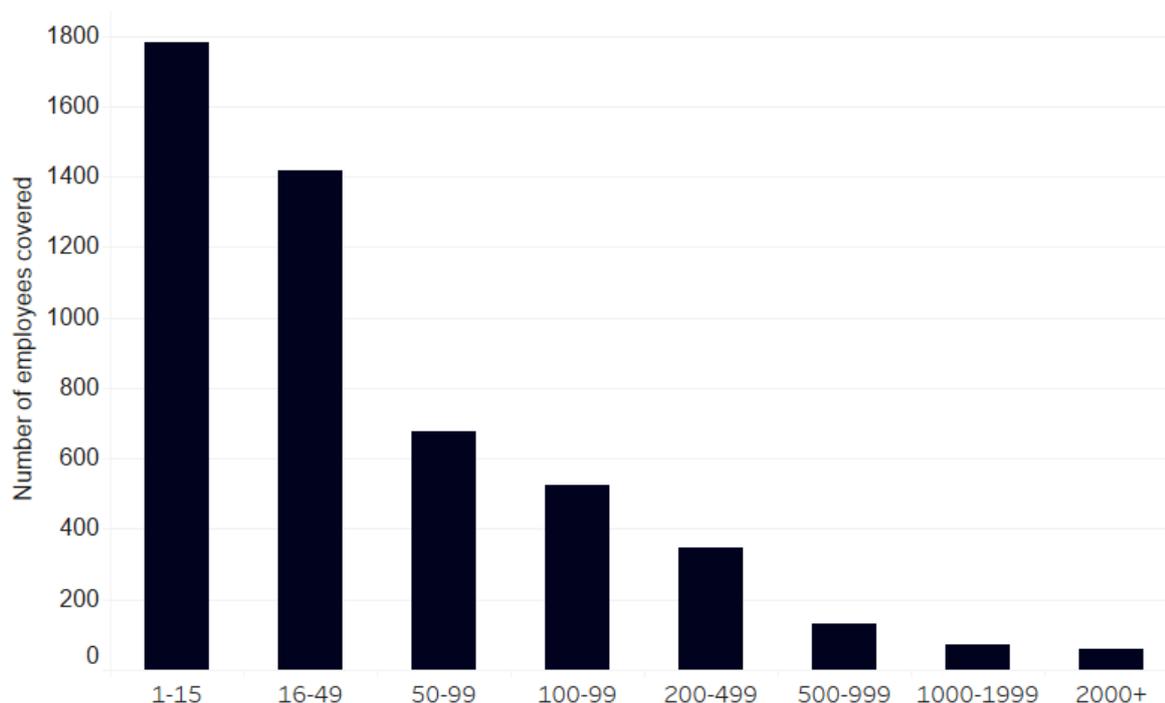
Table 1: Agreements approved in 2019

	Number of agreements	Total employees covered	Average employees per agreement
Retail	81	221 700	2737
Large Retail (>2000 employees covered)	10	204 034	20 403
Small Retail (≤ 2000 employees covered)	71	17 666	249
Construction	1680	42 100	25
Manufacturing	955	69 900	73
Accommodation and food services	31	1918	62

Source: Attorney General’s Department, *Workplace Agreements Database*.

The following chart on the number of employees covered by agreements approved in 2019 across all industries shows the majority of agreements are made with fewer than 50 employees while the average for Retail is 2727 employees.

Chart 1: Agreements approved in 2019 by employees covered – all industries



Note: The Workplace Agreements Database (WAD) generally classifies an agreement based on the primary activity of the employer. For example the WAD will classify the *Bunnings and CFMEU Frame and Truss Hallam Collective Agreement 2018* as being in the Retail sector while the Fair Work Commission (the Commission) will classify that agreement as being in the Timber and paper products industry as the employees are covered by the *Timber Industry Award 2010*. Elsewhere in this research unless otherwise noted, agreements are classified as being ‘in the Retail sector’ where the award covering the majority of employees is the *General Retail Industry Award 2010* (the Retail award) and this award has been used for the purpose of the better off overall test (BOOT).

There are a number of agreements made in allied sectors by employers whose primary activity may be retail; for example many large retailers will have a separate agreement for their warehouse staff who would otherwise be covered by the *Storage Services and Wholesale Award 2020* such as the *Kmart Australia Ltd WA Distribution Centre Enterprise Agreement 2018* and *Woolworths Group Limited Brisbane Regional Distribution Centre Enterprise Agreement 2018*. The Commission classifies these agreements in the Storage services industry.

Agreements made in the Retail sector in 2019

[Attachment A](#) contains a more detailed list of agreements approved in 2019 covering employees who would otherwise be covered by the Retail award.

What are employers seeking from an agreement?

Why make an agreement in the Retail sector?

Based on analysis of agreement approval applications granted in the past 12 months it appears that many employers are using agreements to amend the perceived limitations in the Retail award around rostering and part-time employment. In summary:

- most agreements include more flexibility for employing part-time workers;
- many employers seek to vary rostering provisions but Members often seek undertakings or more information to be satisfied that the agreement passes the BOOT when incorporating such changes;
- employers are often not prepared to pay a higher base rate of pay to 'buy out' other terms of the award; and
- employers do not use flat loaded rates to compensate for all penalties and loadings; this may be due to the prevalence of casual employees and the inherent difficulties in passing the BOOT for such employees as set out in the Loaded Rates decision [\[2018\] FWCFB 3610](#) at [121]–[124].

Analysis of agreements in the Retail sector

Commission staff undertook detailed research into five diverse agreements set out in [Attachment B](#). The findings are set out below:

What are the main increases above Award entitlements employers provide?

- Some employers provided minimum shift engagements for full-time employees which are not found in the award.
- Some employers provided minimum weekly engagements for part-time employees which are not found in the award.
- Overall, the trend is for most employers to provide additional 'conditional' more beneficial terms, such as increased leave entitlements for employees, as a potential offset for other less beneficial terms.

What allowable Award flexibilities do employers utilise?

- All employers took advantage of the extension to dayworkers span of ordinary hours under clause 27.2 of the Award when that was permitted.
- 4/5 employers added a fixed term employment provision into the agreement.
- Every employer allowed for Time Off In Lieu (TOIL) for overtime and for cashing out of annual leave.

What are the main things that Agreements provide that are less beneficial or different from the Award?

- All agreement provisions for part-time employees are more flexible than the Award provisions at clause 12.
 - 4/5 agreements average part-time weekly hours over a period longer than a week.
 - All agreements have modified award provisions that require agreement of regular hours, that regular hours can only be changed each time by agreement in writing and that hours worked in excess of agreed hours are overtime for part-timers.
 - 3/5 agreements provided some sort of 'standing consent' arrangement. This is when employees would submit an availability form and give standing consent in writing that they would accept variations to their agreed hours, meaning the employer could pay them at ordinary rates and not have to go to the trouble of getting written agreement each time a part-time employee wanted to work additional hours.
 - 2/5 agreements had flexible part-time provisions.
 - 2/5 agreements did not explicitly provide part-time employees with overtime in excess of agreed hours.
- 4/5 agreements have omitted at least one Award allowance.
- 2/5 agreements included provisions to allow employees to work at different stores without having to pay the Award travel allowances for work at a different store in clauses 20.3 to 20.5.
 - Note: One of the agreements that did this had higher rates, a 15km limitation and that the waiver of allowances would be voluntary. This suggests that the BOOT impact was considered and Award entitlements were traded off.
- 3/5 agreements tried to alter clause 27.3 which caps ordinary hours at 9 hours per day with ability to extend to 11 hours on one day per week.
- 2/5 agreements altered the span of hours beyond the limits in clause 27.2 for dayworkers.
 - In both instances it was at the beginning of the day rather than at the end of the day.
- All agreements in the sample modified or completely moved at least one of the rostering restrictions in clause 28 of the Award. Most agreements altered more than one.
- 4/5 agreements did not contain all the Award TOIL safeguards with their TOIL arrangements.
- 2/5 agreements altered Award penalty rates in clause 29, reducing some of them.
 - These agreements were ones with rates around at least 10 per cent above the Award.
- 4/5 agreements did not have any of the specific shiftworker arrangements in clause 30 of the Award. It could be that they do not work shiftwork at their enterprise and as such the Award shiftwork provisions are irrelevant when considering what an employer traded off.
 - 2/4 agreements that did not have shiftwork provisions were supermarkets and for these types of agreements, which includes employees who may pack shelves at night or baking employees working in the morning.
 - The absence of shiftworker provisions in these agreements would most likely have been deliberate as this has the potential to cause BOOT issues if employees work at times that would attract a shiftwork penalty under the award.
- 3/5 agreements allowed the employer to direct an employee take annual leave when employee balances were excessive. On each occasion the provisions were less beneficial

than the Award because they omitted the Award safeguards. They also did not give employees the same rights to be able to request they take their excessive leave.

- 4/5 agreements do not explicitly provide superannuation contributions when an employee is off work for a work-related illness or injury for 52 weeks as per clause 22.5.

[Attachment B](#) contains further examination of the 5 agreements analysed and what terms were more and less beneficial than the Retail award.

Rates of pay

The nature of undertakings provided to address BOOT concerns in Retail agreements suggests an unwillingness to increase base rates. For example, in AG2020/414 re *Betts Group Agreement 2019*, initial assessment showed that the rates of pay in the agreement were 1 cent per hour above the Retail award. The agreement also removed a number of entitlements under the award or modified them such that they were less beneficial to employees (see [Attachment B](#)). The Member invited undertakings to address the issues, the employer reinstated several award provisions and amended 'flexibilities' such as changed rostering arrangements.

In contrast, in AG2020/54 re *Heinemann Australia Pty Ltd Enterprise Agreement 2019*, the agreement provides rates that are around 10% higher than the award as a partial trade off against penalty rates, in particular evening penalties and overtime, where rosters are changed.

What are the issues in the Retail award about which employers are seeking additional flexibility or that may cause issues when making an agreement?

The award terms which are the subject of variation in agreements are:

- a. Part-time employment, in particular the inflexibilities around setting and changing regular hours of work, averaging of hours and notice required to change hours.
- b. Span of hours.
- c. Overtime and when it is payable.
- d. Rostering restrictions and requirements around amending rosters.

While less prevalent, the following terms are also addressed in agreements:

- e. Travel allowances for those temporarily working in another shop.
- f. Meal allowance.
- g. Liquor allowance.
- h. Classification descriptions, in particular issues around classifying an employee who occasionally opens or closes a store.

a. Part-time employment

The restrictions around setting and changing hours of work, averaging of hours and notice required to change hours are commonly addressed in agreements.

More specifically, most agreements remove the need for each change to be in writing and modify these to provide a 'standing arrangement'. Additionally it is unclear whether a roster change without the required notice will trigger overtime (see **c. Overtime** below).

b. Span of hours provisions

Clause 27 of the Retail award (unchanged in clauses 15.1–15.5 of the Exposure draft) sets out the Hours of work. The provisions are often amended in agreements. The following points provide an example of some rostering restrictions that apply to all employees that inter-relate:

- Ordinary hours will be worked on 5 days in each week, provided that if ordinary hours are worked on 6 days in one-week ordinary hours in the following week will be on no more than 4 days. (Clause 28.10)
- Unless otherwise agreed by **individual agreement**, ordinary hours will be worked so as to provide the employee with 2 consecutive days off each week or 3 consecutive days off in a two-week period. (Clause 28.11)
- Ordinary hours **and** any reasonable additional hours (i.e. overtime) may not be worked over more than 6 days. (Clause 28.12)
- Unless otherwise agreed by **individual agreement**, an employee who works Sundays will be rostered so as to have three consecutive days off each 4-week period which include Saturday and Sunday.

c. Classification descriptions, in particular issues around classifying an employee who occasionally opens or closes a store

The Retail award provides that an indicative task for a Retail Employee Level 3 is 'opening and closing of premises and associated security'.

Some agreements have introduced a flat allowance for an employee not otherwise classified as a Level 3 (or equivalent) who opens or closes a store rather than classifying them permanently at the higher level. In order to avoid an underpayment claim, the employer would otherwise have to reclassify the employee on a shift by shift basis depending on whether they were opening and closing the store or not.

Attachment A: Number of employees covered by agreements – 2019

Agreement title	Employees covered	Part-time	Casual
Go Troppo Fruit Market Group Enterprise Agreement 2018	22	0	5
National Pharmacies and Professionals Australia Pharmacies Agreement 2019	205	100	16
Woolworths Supermarkets Agreement 2018	109429	54006	37082
Haigh's Retail Enterprise Agreement 2018	233	62	144
David Jones Enterprise Agreement 2018	6742	3730	2282
Priceline Retail Employees Enterprise Agreement 2018	1666	547	989
Lloyds IGA and SDA Enterprise Agreement 2018	284	76	143
Kew Swimming Pools Single Enterprise Agreement 2018	8	3	
David Jones Fulfilment Centre Enterprise Agreement 2018	170	40	94
BIG W Hoxton Park Distribution Centre Enterprise Agreement 2019	81	19	0
Reject Shop Agreement 2018	5106	947	3597
Just Group Distribution Centre Agreement 2019	52	6	0
Valspar Paint Australia Pty Ltd South Australia/Northern Territory Enterprise Agreement	30	7	8
Broadspectrum Defence Stores Riverina Murray Valley Agreement 2018	37	0	0
Barbeques Galore Enterprise Agreement 2019	473	75	354
BWS Agreement 2019	4125	2334	1608
Romeo's Retail Group Enterprise Agreement 2018	1561	99	1421
Champions IGA Supermarket Enterprise Agreement 2019	641	58	470
Kmart Eastern Creek (NUW) Distribution Centre Enterprise Agreement 2019	71	1	0
Just Group Retail Agreement 2019	5546	1831	2588
Tradelink Enterprise Agreement (WA, SA & NT) 2019	137	10	1
Coles Supermarkets Meat Enterprise Agreement 2018	1511	578	150
Tradelink Enterprise Agreement (NSW & ACT) 2019	262	14	11
Sussan / SDA NDC Agreement 2017	45	0	39
BIGW Stores Agreement 2019	15900	7461	7999
Woolworths Limited Brisbane Regional Distribution Centre Maintenance Enterprise Agreement 2019	16	0	0
ALDI Jandakot Agreement 2018	662	480	2
FJ Ashby Enterprise Agreement 2019	3	0	0
Officeworks Store Operations Agreement 2019	6223	3416	2282
Dan Murphy's Agreement 2019	2613	1887	513
Cheap as Chips Enterprise Agreement 2019	745	273	343
Kmart Australia Ltd Lytton Distribution Centres Enterprise Agreement 2019	74	0	0
Kmart Australia Ltd Agreement 2018	32039	4927	21881
Super Retail Group Supply Chain Enterprise Agreement 2019	237	23	0
Tradelink Enterprise Agreement (VIC & TAS) 2019	216	26	4
H & M Enterprise Agreement 2019	1643	763	170

Source: Data derived from unofficial data from the Workplace Agreements Database extracted from Form F17s for agreements approved in 2019 for which BOOT analysis was based on the Retail award.

Attachment B: Summary of agreements provisions for 5 agreements analysed

	Agreement 1: Betts	Agreement 2: Heinemann	Agreement 3: Officeworks	Agreement 4: FJ Ashby	Agreement 5: Foodies
<u>Preliminary Information</u>					
Agreement Matter Number	AG2020/414	AG2020/54	AG2019/2571	AG2019/3239	AG2019/4861
Agreement Title	Betts Group Agreement 2019	Heinemann Australia Ply Ltd Enterprise Agreement 2019	Officeworks Store Operations Agreement 2019	FJ Ashby Enterprise Agreement 2019 <i>FJ = Farmer Jacks</i>	Foodies Market Claremont IGA Agreement 2019
Status	Approved with undertakings	Approved with undertakings	Approved with undertakings	Approved with undertakings	Approved with undertakings
Type of undertakings sought if applicable	BOOT & NES Related	NES Related	BOOT & NES Related	BOOT & NES Related	BOOT Related
Type of Retailer	Medium shoe retailer with a National presence	Duty free retailer in QLD & NSW. Small to Medium company.	Large national retailer of Office Supplies.	Small supermarket chain in WA. An undertaking clarifies the agreement is intended to cover one store only.	Agreement covers one store. However, the IGA Group is a medium sized supermarket retail business operating nationally.
Number of employees covered	406	520	6223	3	<i>greenfields</i>
Margin of base rates above the Award	1 cent above	12.18% to 17.71% above	4.29% to 10.81% above	Permanents are 10.9% above, casuals are 8.3% above	Trainees equal to the Award Other employees only at least 1 cent above
<u>Agreement Terms that are more beneficial than the Award.</u>					
<i>Part 3 Award related entitlements re employment types and their conditions</i>					

	Agreement 1: Betts	Agreement 2: Heinemann	Agreement 3: Officeworks	Agreement 4: FJ Ashby	Agreement 5: Foodies
Minimum shift engagements for FT	✓	x	✓	x	✓
Minimum weekly engagements for PT	✓	x	✓	x	✓
Specific provisions for PT employees to increase their contracted hours if they work consistently in excess of them	x	x	x	x	✓
<i>Junior & Apprentice Related Entitlements</i>					
Absence of Junior percentages for at least one group of employees, subject to junior percentages in the Award	x	✓	✓	x	✓
Some Junior percentages are more beneficial than the Award	x	x	✓	x	✓
Some apprentice percentages are more beneficial than the Award	N/A	N/A	N/A	N/A	✓
<i>Allowance Related Entitlements</i>					
Some allowance amounts higher than the Award	✓	x	✓	x	x
<i>Hours of work entitlements – Clause 27</i>					
Weekly ordinary hour maximums lower than the Award maximum of 38 ordinary hours for at least one group of employees	x	✓	✓	x	✓

	Agreement 1: Betts	Agreement 2: Heinemann	Agreement 3: Officeworks	Agreement 4: FJ Ashby	Agreement 5: Foodies
<i>Rostering provisions – Clause 28</i>	N/A				
<i>Overtime & penalty provisions – Clause 29</i>	N/A				
More beneficial Sunday penalties for a group of employees	x	✓	x	x	x
More beneficial Public Holiday penalties for a group of employees	x	✓	x	x	x
More beneficial overtime penalties for at least one group of employees	x	x	x	x	✓
<i>Shiftwork provisions – Clause 30</i>	Note: While agreement provisions have been assessed against the Award shiftwork provisions, it may be that the agreement doesn't do Award shiftwork meaning things in this section are irrelevant				
	N/A				
<i>Breaks – Clause 31</i>	N/A				
Paid rest breaks greater than 10 minutes	x	x	✓	x	x
<i>Leave Related Provisions</i>	N/A				
More beneficial compassionate leave entitlements	✓	x	✓	x	x
Jury service pay not capped at 10 days	✓	x	✓	✓	x
Blood donor leave	✓	x	✓	x	x
Some paid domestic violence leave	✓	✓	✓	x	x
Some personal leave can be taken without evidence	x	✓	✓	x	x

	Agreement 1: Betts	Agreement 2: Heinemann	Agreement 3: Officeworks	Agreement 4: FJ Ashby	Agreement 5: Foodies
At least one other minor leave related benefit not captured by the above categories in this mini section	x	x	✓	x	✓
<i>Other</i>					
Specific rights for Unions	x	✓	x	x	✓
Salary Sacrifice for things other than Super	x	x	✓	x	x
Token termination entitlements for casuals	x	x	✓	✓	x
Discretionary staff discount card	x	x	x	✓	x
<u>Flexibilities in the Award or not disallowed by the Award that have been utilised by the employer</u>					
Reduction of the daily casual minimum engagement to 1.5 hours for full-time school students as per Clause 13.4 of Award	x	x	x	✓	x
Allows for the engagement of fixed term employees.	✓	✓	✓	x	✓
Alters the spread of hours for dayworkers as per Clause 27.2(b) of the Award	✓	✓	✓	✓	✓
Allows employees to utilise TOIL arrangements for overtime	✓	✓	✓	x	✓

	Agreement 1: Betts	Agreement 2: Heinemann	Agreement 3: Officeworks	Agreement 4: FJ Ashby	Agreement 5: Foodies
Allows the break between work periods to be reduced from 12 hours to 10 hours by agreement as per Clause 31.2 of the Award	x	✓	✓	N/A	x
Allows for cashing out of annual leave.	✓	✓	✓	✓	✓
<u>Agreement terms that are less beneficial/different from the Award</u>					
<i>Part 3 Award related entitlements re employment types and their conditions</i>					
Averaging of part-time employees' hours of work over more than a week	✓	✓	✓	x	✓
Ability for part-timers to provide standing consent to work in excess of agreed hours rather than written agreement in writing each time as per Clause 12.	✓	x	✓	x	✓
Flexible part-time provisions where the part-timer doesn't necessarily need to agree to hours worked each day, days worked and starting times as per the Award	x	✓	x	x	✓
No overtime in excess of agreed hours for part-time employees	x	✓	x	✓	x

	Agreement 1: Betts	Agreement 2: Heinemann	Agreement 3: Officeworks	Agreement 4: FJ Ashby	Agreement 5: Foodies
Reduced minimum engagement for casual and part-time employees attending training shifts	✓	x	x	x	x
Reduced casual loading	x	x	x	✓	x
Casuals can waive their rights to minimum engagements	x	x	x	x	✓
<i>Junior & Apprentice Related Entitlements</i>					
No preservation of the previous rate for new adult apprentices previously employed by the company with 6 months service for FT employees or 12 months service for PT employees	N/A	N/A	N/A	N/A	✓
No clear entitlement for the employer to pay for apprentice textbooks or for time spent attending training to be considered paid work time.	N/A	N/A	N/A	N/A	✓
<i>Allowance Related Entitlements</i>					
Omitted allowances that could be applicable	✓	✓	✓	✓	x
Some allowance amounts less than the corresponding Award amounts	x	x	✓	x	✓
Flat Higher Duties Allowance for base employees to open/close shop	✓	x	x	x	x

	Agreement 1: Betts	Agreement 2: Heinemann	Agreement 3: Officeworks	Agreement 4: FJ Ashby	Agreement 5: Foodies
Specific provisions designed to avoid paying travel related allowances when employees go to work at a different shop.	x	x	✓	✓	x
<i>Hours of work entitlements – Clause 27</i>					
Alteration to the maximum daily ordinary hours of 9 hours per day with one 11-hour day per week per 27.3	x	✓	x	✓	✓
Span of hours altered beyond the limits in 27.2 at the beginning of the span	x	✓	x	✓	x
Span of hours altered beyond the limits in 27.2 at the end of the span	x	x	x	x	x
<i>Rostering provisions – Clause 28</i>					
Movement away from the default maximum of 19 days worked in a 4-week period as per 28.5.	✓	✓	✓	✓	✓
Some employees not protected by the safeguard of a maximum of 5 days per week unless you go with a 6-day week one & 4 day week two arrangement as per 28.10	✓	✓	x	✓	✓
Employees not protected by the rostering provisions of 2 consecutive days off	x	✓	✓	✓	✓

	Agreement 1: Betts	Agreement 2: Heinemann	Agreement 3: Officeworks	Agreement 4: FJ Ashby	Agreement 5: Foodies
each week or 3 consecutive days off each fortnight as per 28.11					
Employees not protected by the general entitlement to work no more than six consecutive days per 28.12	x	✓	x	✓	✓
Some employees not protected by the 3 consecutive days off entitlement each 4 weeks including Saturday and Sunday if they regularly work on Sundays as per 28.13.	✓	✓	x	✓	✓
No entitlement to overtime for once off only roster changes as per 28.14	✓	✓	x	✓	✓
<i>Overtime & penalty provisions – Clause 29</i>					
Missing TOIL safeguards such as unused TOIL must be paid out on termination etc.	✓	✓	✓	x	✓
Less beneficial public holiday penalties for a group of employees	x	✓	x	x	x
Complete absence of evening work penalties for a group of employees	x	✓	x	x	x
Agreement provides evening work penalties, but they are lower &/or	x	x	x	✓	x

	Agreement 1: Betts	Agreement 2: Heinemann	Agreement 3: Officeworks	Agreement 4: FJ Ashby	Agreement 5: Foodies
less beneficial for a group of employees					
Overtime rates are lower for casuals in at least one zone	x	x	x	✓	x
Overtime rates are lower for permanents in at least one zone	x	x	x	x	x
Lower Saturday dayworker penalties for at least one group of employees	x	x	x	✓	x
Lower Sunday dayworker penalties for at least one group of employees	x	x	x	x	x
Lower Public Holiday dayworker penalties for at least one group of employees	x	x	x	✓	x
No overtime trigger for casuals for hours worked beyond 38 hours per week	x	x	x	✓	x
Casuals can waive their rights to Award overtime triggers	x	x	x	x	✓

	Agreement 1: Betts	Agreement 2: Heinemann	Agreement 3: Officeworks	Agreement 4: FJ Ashby	Agreement 5: Foodies
<i>Shiftwork provisions – Clause 30</i>	Note: While agreement provisions have been assessed against the Award shiftwork provisions, it may be that the agreement doesn't actually do Award shiftwork meaning this comparison is irrelevant				
No provision of an extra week of leave for seven-day shiftworkers regularly rostered to work on Sundays and public holidays in a business where shifts are continuously rostered 24 hours a day for seven days a week	✓	✓	x	✓	x
No general Mon-Fri shift penalties as per 30.3 &/or 30.4	✓	✓	x	✓	✓
Lower Saturday Rates for at least one group of employees	✓	✓	x	✓	✓
Lower Sunday Rates for at least one group of employees	✓	✓	x	✓	✓
Meal breaks not paid for shiftworkers	✓	✓	x	✓	✓
<i>Breaks – Clause 31</i>					
Rest break provisions less beneficial	x	✓	x	x	x
Meal break provisions less beneficial	x	x	x	✓	x
No entitlement to 12-hour (10 hours by agreement) break between shifts	x	x	x	✓	x
<i>Leave Related Provisions</i>					
Excessive Annual Leave provisions not as stringent as the Award	✓	✓	x	✓	x

	Agreement 1: Betts	Agreement 2: Heinemann	Agreement 3: Officeworks	Agreement 4: FJ Ashby	Agreement 5: Foodies
Employer allowed to direct annual leave but corresponding rights of employee to compel it not there.	✓	✓	x	✓	x
Flat Leave Loading as opposed to including weekend and shift penalties where they are higher	x	✓	x	✓	x
<i>Other</i>					
No super contributions where an employee is absent on paid leave/work-related injury	✓	✓	x	✓	✓
No choice of Super Funds	✓	x	x	x	x
Training paid at ordinary rates even if conducted in penalty times	x	✓	x	x	x
Transfer to lower paid duties entitlement in the event of redundancy factors in only the ordinary time rate rather than penalty times excluding overtime	✓	x	✓	x	x
No transfer to lower paid duties entitlement in the event of redundancy	x	x	x	✓	✓
Security procedures relating to money security, team member interview procedures if employees suspected of theft & bag checks	x	x	✓	x	x

	Agreement 1: Betts	Agreement 2: Heinemann	Agreement 3: Officeworks	Agreement 4: FJ Ashby	Agreement 5: Foodies
Employees can waive their right to continuous work on any day allowing for split shifts to be worked	x	x	x	x	✓