



DECISION

Fair Work Act 2009

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

Specialty Fashion Group Limited

(AG2011/1362)

SFG NATIONAL RETAIL ENTERPRISE AGREEMENT 2011

Retail industry

COMMISSIONER RAFFAELLI

SYDNEY, 22 JUNE 2011

Application for approval of the SFG National Retail Enterprise Agreement 2011.

[1] An application has been made for approval of an enterprise agreement known as the *SFG National Retail Enterprise Agreement 2011* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] The *Shop Distributive and Allied Employees' Association*, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54, will operate from 29 June 2011. The nominal expiry date of the Agreement is 30 June 2014.

COMMISSIONER

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SFG National Retail Enterprise Agreement 2011

Rollout Version, 9 May 2011

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PART 1 Preliminary

1.1 Operation of Agreement

- (a) This Enterprise Agreement will be known as the SFG National Retail Enterprise Agreement 2011.
- (b) The team members bound by this Enterprise Agreement are those team members employed by SFG to perform work in the classifications specified in this Enterprise Agreement anywhere within Australia.
- (c) This Enterprise Agreement will commence on the 27th of June 2011.
- (d) This Enterprise Agreement will nominally expire on the 30th of June 2014.
- (e) This is a comprehensive Enterprise Agreement and will not be read in conjunction with any Industrial Agreement or Industrial Award except as expressly provided for within this Enterprise Agreement.
- (f) The National Employment Standards and this Enterprise Agreement combine to form the minimum conditions of employment for team members covered by this Enterprise Agreement.
- (g) A copy of this Enterprise Agreement and the National Employment Standards will be made available in each SFG store.

1.2 Definitions

- (a) 'base roster' is either a 2 week or 4 week roster setting out a team member's days of work and starting and finishing times for the 2 week or 4 week period.
- (b) 'continuous service' means service for any team member under a contract of employment that has not been broken for a period of more than 3 months.
- (c) 'contract hours' are the minimum hours a part time team member will be rostered to work per 2 week or 4 week cycle as per the team member's base roster.
- (d) Enterprise Agreement means the SFG National Retail Enterprise Agreement 2011.
- (e) 'flexed up hours' are hours worked by a part time team member in excess of their contract hours to a maximum of 76 hours on a 2 week cycle or 152 hours on a 4 week cycle.
- (f) 'immediate family' means:
 - (i) A partner, former spouse, former de facto partner, child, parent, grandparent, grandchild or sibling of the team member; or
 - (ii) A child, parent, grandparent, grandchild or sibling of a partner of the team member (including of a former spouse and a former de facto partner).
- (g) 'mutually agreed' means agreement is taken to be granted if work subject to the mutual agreement is approved by SFG and performed by the team member. If a team member is concerned that they have not mutually agreed they should immediately raise the concern via the Enterprise Agreement Grievance Procedure. If a team member indicates they have not mutually agreed to a matter or wishes to remove their mutual agreement this change will be made by SFG within 7 days.
- (h) 'ordinary hours' means 76 hours for a full time team member on a 2 week cycle, 152 hours for a full time team member on a 4 week cycle and the maximum number of hours a part time team member may be contracted for over either a 2 week cycle or 4 week cycle.
- (i) 'ordinary rate of pay' is the team member's wage rate specified in the Wages and Classifications section of this Agreement.
- (j) 'permanent team members' are full time team members and part time team members.
- (k) 'primary work location' means the store at which a team member is advised is their primary work location.
- (l) SDA means the Shop Distributive and Allied Employees' Association.
- (m) SFG means Speciality Fashion Group the single business carried on by SFG Limited.

PART 2 General Employment Matters

2.1 Grievance Procedure

- (a) Step 1: A grievance between a team member and SFG about matters arising under this Enterprise Agreement or the National Employment Standards should be discussed at the first instance between the team member and the team member's line manager.
- (b) Step 2: If the matter is not settled the team member may raise the matter with the relevant Regional Manager.
- (c) Step 3: If the matter is not settled the team member may raise the matter with SFG Support Centre.
- (d) Step 4: If the matter still cannot be resolved either party may refer it to Fair Work Australia (FWA) for conciliation and only after all reasonable attempts to settle the matter by conciliation have failed, for arbitration. If arbitration is necessary FWA may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. The decision of the member of FWA will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- (e) Until the Grievance Procedure is completed work as usual must continue in accordance with the direction of SFG. No party will be prejudiced by this continuance of work.
- (f) Any party to a grievance may request that a person attend and represent them. This representative may be an official or delegate of the SDA.
- (g) The parties must co-operate to ensure these procedures are followed as quickly as reasonably practicable.

2.2 Safe Transport

If a team member is requested to work Overtime, without having been notified the day prior of the requirement, after 10pm or before 6am and the team member does not have a safe form of transport, SFG will arrange a safe form of transport at no cost to the team member. Team members may choose at anytime to find their own way home.

2.3 SFG Dress Standard

SFG takes great pride in its professionalism. An extension of SFG professionalism is the requirement that team members must always present themselves, for and during work, in a professional and business-like manner.

2.4 SFG Team Member Training Sessions

- (a) If SFG holds any team member training sessions team member participation will be facilitated and strongly encouraged but will not normally be compulsory and as such no payment will be made to team members for attendance.
- (b) If attendance at a meeting is made compulsory, payment for attendance will be paid at the team members' relevant ordinary rate of pay (not including Overtime) with a minimum 2 hour payment. If the meeting does not run for 2 hours a team member may be required to perform their normal retail duties as part of the 2 hours.
- (c) All Store Managers are to attend the regular monthly regional meetings. Payment for these meetings has been considered and included in the ordinary rates of pay.

2.5 Mobility of Employment

- (a) To cater for the changing needs of the business or to improve a team member's employment prospects or opportunities within the business, a team member may be required, where reasonable, to work in an alternative store to the store that is their primary work location.
- (b) Where a team member is required to work in a store other than their primary work location, they will be entitled to any additional fare costs for using public transport and be paid for additional travelling time. If public transport is not available and the team member uses their own vehicle the Travel Allowance will apply for any extra kilometres the team member is required to travel to the alternative store.
- (c) Where a Team Member requests to work in a store, other than their primary work location, additional fare costs, travelling time and the Travel Allowance will not be payable.

- (d) Each team member will have a primary work location designated by SFG. This primary work location may only be changed where SFG intends such change to be for more than 3 months duration.

2.6 Travel Allowance

- (a) SFG will reimburse any authorised travel costs incurred by team members for work purposes. Authorised travel is travel at the request of SFG for the purposes of company business and is outside a team member's normal travel to and from work.
- (b) For motor vehicles the Travel Allowance will be:

From 27 June 2011	77 cents per kilometre
From 28 June 2012	79.5 cents per kilometre
From 24 June 2013	82 cents per kilometre
- (c) For payment to be made relevant authorisation must be received from the team member's Regional Manager prior to the travel.

2.7 Individual Flexibility Arrangement

- (a) SFG and a team member may agree on an individual flexibility arrangement (IFA).
- (b) An IFA will not include unlawful terms. The team member must genuinely wish to enter the IFA and the team member must be better off overall as a result of entering the IFA.
- (c) An IFA may vary the effect of terms of this Enterprise Agreement if the IFA deals with 1 or more of the following matters:
 - (i) Arrangements about when work is performed;
 - (ii) Overtime rates; and
 - (iii) Penalty rates.
- (d) Any IFA must be in writing and include:
 - (i) An explanation of each term of the Enterprise Agreement that is to be varied;
 - (ii) The ability for either SFG or the team member to provide 4 weeks' notice of withdrawal from the IFA;
 - (iii) Detail on how the application of each term has been varied by agreement between SFG and the team member;
 - (iv) Detail on how the IFA means the team member will be better off overall as a result of it;
 - (v) The date the IFA commences operation; and
 - (vi) Signatures from SFG and the team member (if the team member is under 18 the IFA will also be signed by parent/guardian).
- (e) A copy of the IFA will be provided to the team member by SFG once the IFA has been signed.

2.8 Flexible Work for Parents

- (a) In accordance with the National Employment Standards, a team member who is a parent of a child under school age or has the responsibility for the care of a child under school age (or has the care of a person who is under 18 and who has a disability), may request SFG for a change in their working arrangements for the purpose of assisting the team member to care for the child.
- (b) To be eligible a team member must have at least 12 months continuous service.
- (c) Requests from the team member need to be in writing. The only reason SFG will not agree to the request is on reasonable business grounds. SFG will provide a response to any request within 21 days and if SFG is not in a position to agree to the request they will provide the team member an explanation of why in their response.

PART 3 Employment Categories

3.1 Appointment

- (a) Every team member will be advised in writing at the time of their appointment, or at the time of any change to the nature of their appointment:
- (i) Whether they are a full time team member, a part time team member or a casual team member;
 - (ii) Their team member classification;
 - (iii) Their contract hours, if a part time team member;
 - (iv) That there may be a requirement to work in more than 1 SFG store;
 - (v) Their agreed days and hours of availability; and
 - (vi) Any other specific terms of appointment.
- (b) A change in the team members' days and times of availability cannot in itself lead to a termination of the employment contract but may lead to consultation between the team member and SFG which may alter the future basis of the employment relationship.

3.2 Probationary Period

Every team member will be advised in writing at the time of engagement that they are a probationary team member for the first 3 months of their employment.

3.3 Full Time Team Members

- (a) The ordinary hours for full time team members are 76 hours for a 2 week cycle or 152 hours for a 4 week cycle.

3.4 Part Time Team Members

- (a) Part time team members will be advised of their contract hours on employment.
- (b) The contract hours for part time team members will be:
- (i) If on a 2 week roster cycle: between a minimum of 12 hours and fewer than 76 hours per 2 week cycle; or
 - (ii) If on a 4 week roster cycle: between a minimum of 24 hours and fewer than 152 hours per 4 week cycle.
- (c) SFG and a part time team member may mutually agree to vary these contract hours on request by either SFG or the part time team member. Such agreement must be in writing.
- (d) Where necessary, SFG may reduce a part-time team member's contract hours upon giving 14 days' notice (or less notice by agreement) provided that the contract hours are not reduced by more than 20% in any calendar year.
- Part time team members who have had their contract hours reduced will receive preference to increase their hours if extra hours, reasonable to the team member, become available in their primary work location.
- (e) Part time team members will accrue Leave entitlements on all hours worked except for those hours that are paid as Overtime.

3.5 Casual Team Members

- (a) Casual team members are team members engaged as such and paid on an hourly basis.
- (b) The hourly rate of pay for casual team members is specified according to their Classification in the Wages and Classification part of this Agreement. This rate of pay includes a casual loading component of 21% on approval, 22% from the last full pay period in June 2012 and 23% from the last full pay period in June 2013.

- (c) Due to the casual loading, casual team members have no entitlement to the provisions contained in: Annual Leave and Personal Leave although a casual team member will be provided the following in accordance with the National Employment Standards:
- (i) Unpaid Carers Leave where a team member needs 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 illness or injury or an unexpected emergency; and
 - (ii) Unpaid Compassionate Leave if a member of a team member's immediate family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to their life, or passes away,

PART 4 Wages and Classifications

4.1 SFG Sales Assistant

- (a) An SFG Sales Assistant is a team member who is engaged as such and primarily employed in a retail role.
- (b) The ordinary rates of pay for an SFG Sales Assistant will be:

27 June 2011	Full time Team Member	Part Time Team member	Casual Team Member
	Weekly Rate	Hourly Rate	Hourly Rate
20 years & over (100%)	\$681.07	\$17.92	\$21.69
19 years (80%)	\$544.85	\$14.34	\$17.35
18 years (70%)	\$476.75	\$12.55	\$15.18
17 years (60%)	\$408.64	\$10.75	\$13.01
16 years & under (50%)	\$340.53	\$8.96	\$10.84

- (c) When a Sales Assistant is required to be in charge of a store for a continuous period of more than 1 hour they will be paid the applicable SFG Store Supervisor hourly rate (plus penalties) for time so worked. This does not apply where a team member is temporarily in charge during meal breaks.

4.2 SFG Store Supervisor

- (a) An SFG Store Supervisor is a team member who is engaged as such and primarily employed as Store Supervisor and to perform general duties within their knowledge and training.
- (b) The ordinary rates of pay for an SFG Store Supervisor will be:

27 June 2011	Full time Team Member	Part Time Team Member	Casual Team Member
	Weekly Rate	Hourly Rate	Hourly Rate
	\$708.31	\$18.64	\$22.55

4.3 SFG Store Manager

- (a) An SFG Store Manager is a team member who is engaged as such and primarily employed as a store manager and to perform general duties within their knowledge and training.
- (b) The ordinary rates of pay for an SFG Store Manager will be:

	Full time Team Member Weekly Rate	Part Time Team Member Hourly Rate	Casual Team Member Hourly Rate
27 June 2011	\$749.18	\$19.72	\$23.86

4.4 2012 and 2013 Wage Increases

- (a) In the last full pay period in June 2012 the Enterprise Agreements wages will increase by the same percentage the General Retail Industry Award's level 1 wage increases by, as a result of FWA's 2012 annual wage review. SFG will publish and circulate a revised wage table once FWA's decision is announced.
- (b) In the last full pay period in June 2013 the Enterprise Agreements wages will increase by the same percentage the General Retail Industry Award's level 1 wage increases by, as a result of FWA's 2013 annual wage review. SFG will publish and circulate a revised wage table once FWA's decision is announced.

4.5 Retail Traineeships

- (a) All Trainees employed by SFG will work and be paid in accordance with this Agreement.
- (b) All Trainees, other than those indentured to another organisation, will be considered a permanent team member for all purposes of the Agreement.

4.6 Superannuation

- (a) SFG will provide superannuation to eligible team members in accordance with the Superannuation Guarantee Legislation (as amended) to, at the election of the team member, either the REST Superannuation Fund or to the One Path Superannuation Fund. A team member may elect to alter their choice of fund between REST and One Path but this change cannot occur on more than 1 occasion per calendar year.
- (b) REST will be the default Superannuation Fund.
- (c) Superannuation contributions will be made monthly.
- (d) It is the intention of the parties to this Agreement that the provision of superannuation benefits for eligible team members who are covered by this Agreement will be through these funds only and this Agreement will not be overridden by the requirements to provide team members with a choice of superannuation funds or the ability to "opt out" which was announced by the Federal Government in the 1997 Budget.
- (e) In respect of team member Superannuation contributions:
 - (i) A team member may make personal Superannuation contributions in addition to those made by SFG.
 - (ii) The team member may either choose to make before or after tax contributions. If a team member chooses to make before tax contributions (i.e. salary sacrificing) this contribution may lead to a reduction in the team member's normal weekly pay to a maximum amount of the amount to be contributed by the team member.
 - (iii) A team member who wishes to make such additional Superannuation contributions must authorise SFG in writing to pay into their applicable Fund in accordance with the One Path or REST Trust Deed Rules.
 - (iv) Upon receipt of written authorisation from the team member, SFG will commence making these additional team member monthly payments into the Fund on behalf of the team member.
 - (v) A team member may vary the amount of his or her additional contributions only once each year by a written authorisation and SFG will alter the additional team member contributions within 14 days of receipt of such authorisation.
 - (vi) Additional team member contributions requested must be expressed in whole dollars or as a percentage.

4.7 First Aid Allowance

Where a team member who holds an appropriate first aid qualification is appointed by SFG to perform first aid duty the team member will be paid an additional 1.3% of their ordinary rate of pay for each hour they are required to perform first aid duty.

4.8 Meal Allowance

If a team member is required to work more than 1 hours Overtime, without the team member being notified the day prior of the requirement, the team member will be entitled to a Meal Allowance of:

From 27 June 2011	\$15.30
From 28 June 2012	\$15.76
From 24 June 2013	\$16.23

PART 5 Hours of Work

5.1 Permanent Team Member Rostering and Working Hours Principles

- (a) Each permanent team member will be provided either a base 2 week or 4 week roster setting out their days of work and starting and finishing times for the 2 week or 4 week period.
- (b) A change to a permanent team member's base roster hours may occur:
 - (i) As mutually agreed; or
 - (ii) Following consultation with the team member and then on the giving of 7 days' notice. As part of the consultation SFG will consider the team member's family responsibilities, study commitments and safe transport home.
- (c) If a permanent team member would like a change to their base roster they need to provide at least 7 days' notice in writing to SFG of the request and the reason for the request. SFG will consider each request on a case-by-case basis.
- (d) The SFG permanent team member's working hours principles are:
 - (i) A full time team member's base roster will contain 76 ordinary hours if on a 2 week cycle or 152 hours if on a 4 week cycle;
 - (ii) A part time team member's base roster will contain their contracted hours per 2 week cycle or 4 week cycle;
 - (iii) No more than 10 hours work per day unless mutually agreed otherwise;
 - (iv) A minimum start of 5 consecutive hours for full time team members;
 - (v) A minimum start of 3 consecutive hours for part time team members except where the team member is attending an SFG Team Member Training Session, when a 2 hour minimum can apply;
 - (vi) No more than 1 start in a day for full time team members;
 - (vii) No more than 10 days if on a 2 week cycle or 20 days if on a 4 week cycle;
 - (viii) No more than 5 days in a week although rostered hours may be worked on 6 days in 1 week if in the following week the team member is not rostered to work for more than 4 days;
 - (ix) No more than 6 consecutive days unless mutually agreed otherwise;
 - (x) A 10 hour break between the completion of 1 day's work and the commencement of the next day's work.
 - (xi) At least 2 consecutive days off in each week or 3 consecutive days off in a fortnight unless mutually agreed otherwise; and
 - (xii) 1 Sunday off per 2 week cycle or 2 Sundays off per 4 week cycle, unless mutually agreed otherwise.
- (e) Where a store does not open on Easter Sunday, a team member whose base roster covers the Sunday will be paid at their ordinary rate (not including penalties) for their normally rostered hours.
- (f) Work on Easter Sunday and after 6pm on New Year's Eve or Christmas Eve will be voluntary provided there are enough volunteers to meet SFG's operational requirements. If there are not enough volunteers SFG will firstly seek to engage casual team members for the hours and then turn to permanent team members on a rotating basis.

5.2 Part Time Flex Up

- (a) A part time team member's contract hours may be flexed up if the team member concerned mutually agrees.
- (b) Flexed up hours may be cancelled as mutually agreed or on SFG or the team member providing 24 hours' notice.
- (c) Flexed up hours will be paid at their ordinary rate of pay to a maximum of 76 hours on a 2 week cycle or 152 hours on a 4 week cycle.

5.3 Casual Team Member Indicative Rostering and Working Hours Principles

- (a) On a weekly basis SFG will provide indicative starting and finishing times and days of work for casual team members.
- (b) A casual team member will be advised of changes, if any, to their indicative roster prior to the start of their shift and SFG will endeavour to contact the team member and notify them of the change prior to their arrival at work.
- (c) A casual team member is to inform stores prior to posting of the Indicative Casual Roster of any potential unavailability so this can be discussed and considered in the setting of the indicative roster.
- (d) If a casual team member is unable to work in accordance with their indicative roster they must call their store 24 hours prior to indicative start time if unavailable, although in emergencies they must contact their store prior to their start time.
- (e) Once a casual team member commences work, changes to their indicative finish time can only occur via mutual agreement.
- (f) The SFG casual team member working hours principles are:
 - (i) A casual team member may work a maximum 38 hours per week;
 - (ii) No more than 10 hours work per day unless mutually agreed otherwise;
 - (iii) A minimum start of 3 consecutive hours except where the team member is attending an SFG Team Member Training Session, when a 2 hour minimum can apply;
 - (iv) No more than 6 consecutive days unless mutually agreed otherwise; and
 - (v) A 10 hour break between the completion of 1 day's work and the commencement of the next day's work.

5.4 2 Shifts in a Day

Part time team members and casual team members cannot be rostered for more than 1 start in a day unless mutually agreed and on the following understanding:

- (i) There is a 3-hour break between the completion of the 1st shift and the commencement of the 2nd shift;
- (ii) They cannot work more than 2 shifts in any day;
- (iii) They will not be rostered to work for more than 10 hours per day unless mutually agreed otherwise; and
- (iv) They can terminate the agreement to work 2 shifts on 1 day on the giving of 7 days' written notice.

5.5 Overtime

- (a) If a permanent team member performs approved hours outside their base roster, apart from work recognised as Part Time Flex Up, they will be paid Overtime. If a casual team member performs work outside the Working Hours Principles that apply to casual team members they will be paid Overtime.
- (b) SFG may require a team member to work reasonable Overtime at the Overtime rates. 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 (including Stocktakes);
 - (iv) The notice (if any) given by SFG of the Overtime and by the team member of their intention to refuse it; and
 - (v) Any other relevant matter.
- (c) Overtime is only payable if the approval of the Regional Manager has been obtained prior to the commencement of the Overtime.

(d) Overtime will be paid and calculated at the following rates:

Monday to Saturday:	First 2 hours on a day at the rate of 150% of the team member's ordinary rate of pay and 200% thereafter for that day
Sunday:	200% of the team member's ordinary rate of pay
Public Holiday:	250% of the relevant permanent team member's ordinary rate of pay

5.6 Sunday Work

- (a) When a team member works any rostered hours on a Sunday between 9am and 6pm the team member will be paid 150% of their ordinary rate of pay for each hour worked at these times.
- (b) Where a team member works any hours on a Sunday before 9am or after 6pm the team member will be paid 200% of their ordinary rate of pay for each hour worked at these times.
- (c) Where a team member working these hours is in Overtime the Overtime provision not the Sunday Work provision will apply.

5.7 Late Night Work

- (a) Except in exceptional circumstances work between 10pm and 6am is voluntary.
- (b) A team member is entitled to 150% of their ordinary rate of pay for work performed between 10pm and 6am on Monday to Saturday except on Sunday when a team member is entitled to 200% of their ordinary rate of pay for work before 9am or after 6pm.
- (c) Where a team member working these hours is in Overtime the Overtime provision not the Late Night Work provision will apply.

5.8 Breaks

(a) Paid Rest Break and Unpaid Meal Break entitlements are:

Hours Worked	Paid Rest Break	Unpaid Meal Break
Between 4 and up to 5 hours:	15 minutes	none
More than 5 and up to 7 hours:	15 minutes	45 minutes to 60 minutes*
7 hours and up to 10 hours:	2 x 15 minutes	45 minutes to 60 minutes
More than 10 hours:	2 x 15 minutes	2 x 45 minutes to 60 minutes
* If a team member elects they can work a shift of up to 6 hours without receiving the unpaid Meal Break.		
Please note the unpaid Meal Break is not counted as time worked.		

- (b) Breaks are to be taken as determined by SFG but must be provided to team members in a meaningful way.
- (c) By mutual agreement a team member may have a thirty minute Meal Break instead of a 45 minute or 60 minute Meal Break.
- (d) No team member will work more than 5 continuous hours without a Meal Break unless otherwise agreed.
- (e) Unless mutually agreed otherwise Breaks are not to be taken within 1 hour of commencing or ceasing work and Rest Breaks are not to be taken within 1 hour of a Meal Break.

PART 6 Leave

6.1 Personal Leave

- (a) A permanent team member will be entitled to 10 days Personal Leave per annum accruing progressively on ordinary hours. (This equates to 76 hours for a full time team member and pro rata for a part time team member.)
- (b) Personal Leave applies for sick leave and carers leave.
- (c) Permanent team members will also be entitled to use Personal Leave for pre-natal medical appointments and blood donor leave.
- (d) If a team member is taking Personal Leave they must contact their immediate manager as soon as reasonably practicable.
- (e) Team members are not entitled to pay for their accumulated Personal Leave on termination.
- (f) Authorised Personal Leave, whether paid or unpaid, does not break a team member's continuity of service.
- (g) Personal Leave absences will be paid at an equivalent amount per hour to the team member's ordinary rate of pay.

Sick Leave

- (h) Sick leave may be used when a team member is not well enough to work.
- (i) Where the Team Member is sick, SFG may require evidence of the need for the leave via a medical certificate, dated at the time of absence, if it is reasonably practicable to do so, otherwise a statutory declaration, for:
 - (i) Absences in excess of 1 day; or
 - (ii) On a single day absence if it occurs either side of a non-working day.
- (j) Where a team member has a recurring pattern of sick leave, SFG may counsel the team member and may require that such sick days be supported by evidence as reasonably required by SFG.

Carers Leave

- (k) Carer's leave may be used when a team member needs 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 illness or injury or an unexpected emergency.
- (l) Where the team member is taking carer's leave, SFG may require evidence of the need for the leave via a medical certificate if it is reasonably practicable to do so, otherwise a statutory declaration..
- (m) Unpaid carer's leave of 2 days per occasion is available to team members who have exhausted their accrued Personal Leave. Unpaid carer's leave can be taken as a single unbroken period of 2 days or as separate periods if mutually agreed.

6.2 Compassionate Leave

- (a) Upon the death of an immediate family member or a member of the team member's household, a permanent team member will be entitled to 3 days' paid compassionate leave. A team member will be entitled to an extra 2 days' paid compassionate leave where:
 - (i) The death is of a partner, parent or child (including step or foster child); or
 - (ii) The funeral of the immediate family member is interstate or overseas, and the team member is attending the funeral.Provided that the maximum amount of compassionate leave on any one occasion will be 5 days.
- (b) If a member of a team member's immediate family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to their life the team member will be entitled to 2 days' paid compassionate leave.
- (c) The team member may be required to provide reasonable evidence of the requirement to take compassionate leave.
- (d) Requests for compassionate leave for extended family members or extensions to the length of compassionate leave will be considered by SFG on a case- by-case basis.
- (e) Requests for compassionate leave for someone significant to the team member (other than a member of the team member's immediate family or household) will be considered by SFG on a case- by-case basis.

6.3 Annual Leave

- (a) Permanent team members will be entitled to 4 weeks' paid Annual Leave per annum accruing progressively on ordinary hours of work.
- (b) The taking of Annual Leave will be by mutual agreement, within a period not exceeding twelve months from the date it accrues. Annual Leave may not be taken in December, in the week leading up to Mother's Day (including the Mother's Day weekend) and during SFG's stocktakes unless a team member has been granted a special exemption to proceed on Annual Leave. SFG will not unreasonably refuse any Annual Leave requests.
- (c) Annual Leave payments will be made in the normal pay cycle as if the permanent team member had been working although a team member may elect to have their Annual Leave payments made in advance of the Annual Leave.
- (d) A team member may request, in writing, to cash out a particular portion of their Annual Leave. Annual Leave will not be cashed out if it would result in the team member's remaining Annual Leave accruals being less than 4 weeks. Annual Leave Loading will be paid on any Annual Leave cashed out. Once Annual Leave is cashed out it will no longer be available as Annual Leave.
- (e) Annual Leave Loading of 17.5% will be paid on Annual Leave payments.
- (f) A gazetted Public Holiday will not be counted as a day of Annual Leave.
- (g) Any accrued or pro rata Annual Leave and Annual Leave Loading entitlement will be paid upon termination of employment.
- (h) SFG may reasonably require a team member to take Annual Leave, by giving at least 4 weeks' notice, where:
 - (i) It is a part of a close-down of its operations; or
 - (ii) More than 8 weeks' leave is accrued.

6.4 Unpaid Leave

- (a) SFG will consider team member requests for Unpaid Leave. Unpaid Leave may include a team member requesting time off for study, to travel or other personal reasons.
- (b) The granting of Unpaid Leave will be on a case-by-case basis at the discretion of SFG.
- (c) Whilst on Unpaid Leave all entitlements to Annual Leave, Personal Leave, Long Service Leave and Superannuation will be frozen from the date of commencing such leave to the date of returning from such leave.
- (d) Such absence will not break continuity of employment for the team member concerned.

6.5 Public Holidays

- (a) SFG will recognise the following listed Public Holidays:

- (i) 10 common Public Holidays:

New Years Day	Good Friday	Easter Monday	Queens Birthday	Christmas Day
Australia Day	Easter Saturday	ANZAC Day	Labour Day	Boxing Day

- (ii) Varying State Public Holidays:

Victoria:	Melbourne Cup Day (or alternative day as gazetted outside the Metropolitan Area)
Western Australia:	Foundation Day
Northern Territory:	Show Day as regionally observed
South Australia:	Adelaide Cup Day
ACT:	Canberra Day and Family & Community Day
NSW:	Regional Show Day (if no Regional Show Day the first Tuesday in November)*
Queensland:	Exhibition Day (or the appropriate Regional Show Day as gazetted)
Tasmania:	Show Day in lieu of Easter Saturday; and Hobart Regatta Day (south of Oatlands) or Recreation Day (where Hobart Regatta Day is not observed)

*This day will not be paid as a Public Holiday. Instead, where possible, it will be provided as a day off to each full time team member and part time team member who regularly works Tuesday. If it is not provided as a day off, a replacement mutually agreed day off will be provided within 6 weeks.

- (iii) Any days that are gazetted or proclaimed by a State or Territory Government for a State, Territory or locality in addition to the SFG recognised Public Holidays listed in this clause.
- (b) Work on a Public Holiday is voluntary provided there are enough volunteers to meet the operational requirements of SFG. If there are not enough volunteers SFG will firstly seek to engage casual team members for the day and then turn to permanent team members on a rotating basis. SFG will be mindful of team members' right to refuse work on a particular Public Holiday.

Public Holiday Payment

- (c) If a team member works on a Public Holiday the team member will be paid 250% of their ordinary rate of pay for any hours worked as Public Holiday hours.

Public Holiday falling on a Non Working Day

- (d) Should any of the Public Holidays fall on a rostered non working day of a full time team member or a part time team member working 10 days per 2 week cycle (or 20 days per 4 week cycle), the team member will receive another day off (the daily average of their working day over their cycle) in lieu thereof.
 - (i) The replacement day is to be a mutually agreed day.
 - (ii) If the replacement day is not taken within 6 weeks it will be paid at the team member's ordinary rate of pay. Team members are not entitled to a day in lieu for Easter Saturday, or ANZAC Day if it falls on a weekend and is not replaced by a gazetted weekday off.
- (e) If a part time team member's base roster is for less than 10 days per 2 week cycle (or 20 days per 4 week cycle), and the Public Holiday falls on a day they work as part of their base roster but are not rostered to work as part of their base roster, the team member will be paid an additional day at the daily average of their working day over their cycle.
- (f) A full time team member cannot be rostered to work on a Public Holiday that falls on one of their normal non working days unless mutually agreed otherwise.
- (g) Where a store does not open on a Public Holiday and a team member would have been rostered to work on such a day, they will be entitled to payment for the day for the hours normally rostered to work. Where a store opens on a Public Holiday, team members may work their regular roster for the day or part thereof and be paid the appropriate penalty for time so worked and their ordinary rate of pay for any hours of their regular roster not worked.
- (h) The working hours principles will apply for all other purposes on a Public Holiday.

6.6 Long Service Leave

- (a) All team members covered by this Agreement will be entitled to long service leave on full pay, subject to, and in accordance with, the provisions of the team member's relevant state legislation or Commission order. This will not apply where the team member is employed on a casual basis during periods of Parental Leave on which occasions no Long Service Leave will accrue on their permanent employment contract.
- (b) On request, a team member will be able to take twice the length of Long Service Leave on half the pay provided for in the relevant legislation or Commission order.
- (c) On request SFG will provide a team member a summary of the key provisions of the relevant legislation and/or a copy of the relevant legislation.

6.7 Parental Leave

- (a) Parental Leave will be provided to relevant Team Members in accordance with the National Employment Standards.
- (b) A team member with 12 months or more continuous service will be entitled to access unpaid Parental Leave. The maximum period of unpaid Parental Leave will be 24 months provided that if a team member is taking more than 18 months' Parental Leave they must provide SFG at least 2 months notice of the date of their return to work.
- (c) Annual Leave or Long Service Leave owed to a team member can be taken as part of the team member's approved Parental Leave.
- (d) A casual team member will be entitled to Parental Leave provided that:
 - (i) They are employed on a regular and systematic basis for an ongoing period of employment for at least 12 months immediately preceding when the team member proposes to proceed on Parental Leave; and
 - (ii) Have but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (e) A full time team member may request to return to work from the Parental Leave on a part time basis. SFG will give genuine consideration to each request in accordance with its operational requirements.
- (f) Whilst on Parental Leave, as a primary care giver, a permanent team member may be employed by SFG on a separate employment contract as a casual team member. This can only occur on SFG receiving a written request from the team member concerned and on the understanding that the arrangement does not in any way impact on the team member's accruals, entitlements or permanent employment contract unless SFG terminates the contract of employment due to misconduct reasons. SFG will offer hours of work to such a team member subject to the normal principles of a casual engagement and SFG operational requirements. A permanent team member on Parental Leave may not work on a separate casual contract during that period where the team member is receiving the government parental leave payment apart from up to 10 engagements to enable the team member to keep in touch with their employment or to facilitate their return to work (as per section 50 of the Paid Parental Leave Act 2010).

6.8 Community Service Leave

- (a) A team member who engages in an 'eligible community service' is entitled to be absent from employment to engage in the activity plus reasonable travel time associated with the activity and reasonable rest time following the activity.
 - (b) 'Eligible community service' includes:
 - (i) Jury service;
 - (ii) Voluntary emergency management activity*; or
 - (iii) Any activity prescribed by the regulations to the Fair Work Act.
- *This includes an activity that involves 'dealing with an emergency or a natural disaster'; and the activity is voluntary; and the team member is a member of the recognised management body; and the team member was requested to engage in the activity (or it was reasonable for them to assume a request would be made).
- (c) A team member must provide SFG notice of the leave as soon as practicable including notification of the expected period of the leave. SFG may require a team member to provide them reasonable evidence they have been engaging in an eligible community service activity.
 - (d) Team members will not be paid for Community Service Leave except for Jury Service where a team member will be paid.
 - (e) For Jury Service:
 - (i) SFG may require the team member to provide SFG reasonable evidence the team member has taken all necessary steps to obtain any amount of Jury Service pay to which the team member is entitled (even if it is nil).
 - (ii) A team member is not entitled to be paid for Jury Service unless the team member provides the requested evidence. If the team member provides the evidence the total amount payable is reduced by the total amount of Jury Service pay.
 - (iii) While on Jury Service, a team member will not be required to attend work until the completion of the Jury Service.
 - (iv) A team member on a roster including weekend work, will be given time off without loss of pay so that the combination of consecutive jury and work days does not exceed 5 days per week.

PART 7 Conditions of Employment

7.1 Termination of Employment

- (a) Every permanent team member will be engaged on a weekly basis.
- (b) The following Periods of Notice will apply for termination of employment other than for Store Managers:

Team Members Continuous Service	Period of Notice
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

- (c) On the termination of a Store Manager SFG and the Store Manager are required to provide 4 weeks' notice.
- (d) Any team member who is guilty of serious misconduct may be instantly dismissed and will only be paid up to the time of dismissal.
- (e) A team member over 45 years of age is entitled to 1 extra week's notice if the team member has completed at least 2 years of continuous service.
- (f) Payment in lieu of notice will be paid at the team member's ordinary rate of pay if the appropriate notice period or part thereof is not given.
- (g) If a team member fails to give notice, SFG will have the right to withhold moneys due to the team member. Maximum amount to be held is the team member's ordinary rate of pay for the period of notice.
- (h) SFG will, when requested, provide to the team member a written statement specifying the period of employment and the classification of, or the type of work performed by the team member.

7.2 Payment of Wages

- (a) Wages will be paid weekly, in arrears, by way of Electronic Funds Transfer. This payment will be based for full time team members on an average of hours worked and for part time team members and casual team members on actual hours worked in the pay week. The transfer will be made within 4 days of the end of the pay period.
- (b) SFG may elect to move from weekly wage payments to fortnightly wage payments in arrears on the giving of 3 months notice.
- (c) Termination payments will be made by way of Electronic Funds Transfer within 4 days of the end of the termination pay period.
- (d) The pay week will be Monday to Sunday.

7.3 Termination, Change and Redundancy

- (a) SFG will adhere to the Termination Change and Redundancy standards as set by the National Employment Standards.
- (b) Major Change applies where SFG has made a definite decision to introduce major changes that are likely to have significant effects on team members. This may result from:
 - (i) Major changes in SFG or SFG structure
 - (ii) Changes in technology
 - (iii) Economic recession

7.4 Abandonment of Employment

- (a) If a team member is absent from work for 3 consecutive shifts without notifying SFG or without the consent of SFG, SFG will be entitled to assume the team member has abandoned his or her employment.
- (b) Abandonment of Employment may lead to termination although prior to termination of employment SFG will take all reasonable steps to contact the team member in order to try to establish whether the team member has a legitimate explanation for his or her absence.

7.5 Suspension of Employment

- (a) If on reasonable grounds SFG suspects that a team member has been involved in serious misconduct SFG may, if an investigation is required, suspend the team member on full pay in order that SFG can properly investigate the alleged serious misconduct. No suspension will take place without the approval of the National Operations Manager or Human Resources Manager.
- (b) If a team member is suspended the team member is not to attend or contact any SFG workplace during the investigation without the consent of the National Operations Manager or Human Resources Manager. This consent will not be unreasonably denied in instances where the team member needs to contact other team members to assist in the preparation of their response to the alleged serious misconduct.

7.6 Workplace Consultation

- (a) SFG will consult with team members about any major workplace changes that are likely to have a significant effect on the team members.
- (b) A team member will be entitled to have representation for the purposes of consultation regarding the major workplace change.
- (c) SFG will discuss with the team members affected and their representatives, if any, the introduction of the major changes, the effects the changes are likely to have on team members and measures to avert or mitigate the adverse effects of such changes on team members. SFG will give prompt consideration to matters raised by team members and/or their representatives in relation to the changes.
- (d) SFG will commence discussions as early as practicable after a definite decision has been to make the major changes.

7.7 Savings Provision

(a) Sundays

If a team member, employed prior April 2002, had a right to voluntary Sunday work and does not work regular Sundays the team member will retain this right.

Where Sunday trading has not been introduced in a region and is introduced, then team members employed in the region at the time of the introduction of Sunday trading will only be required to work Sundays on a voluntary basis.

(b) Part Time

Part time team members employed prior to April 2002 cannot have their contract hours reduced by the 20% unless they mutually agree to the change or the change is in accordance with the Termination, Change and Redundancy provision.

Part time team members employed prior to October 2007 cannot, without their agreement, have their contract hours reduced below 16 hours per 2 week cycle.

(c) Earnings

Team members engaged prior to the commencement of this Agreement will not suffer a reduction in their current weekly earnings as a result of the implementation of this Agreement.

(d) District Allowance

Team members in Western Australia*, Broken Hill and the Northern Territory, where a district allowance applies will receive the following District Allowance under this Enterprise Agreement:

Full time Team Member Weekly Rate	Part Time Team Member Hourly Rate	Casual Team Member Hourly Rate
\$ 16.17	\$ 0.43	\$ 0.51

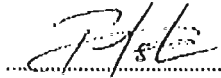
*The applicable locations in Western Australia are those locations named at clause 39 of the Western Australian Shop and Warehouse (Wholesale and Retail Establishments) State Award 1977.

(e) Saving Allowance Absorption

Those team members on over Enterprise Agreement payments will receive 50% of each wage increase and will have the other 50% absorbed into their savings allowance.

PART 8 Agreement Acceptance

Signed for and on behalf of SFG:



(Signature)

10/6/11 (Date)

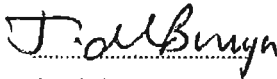
Gary Perstein

CEO of SFG

Address: 151 Wyndam Street, Alexandria, NSW, 2015

Position: CEO of SFG, who is duly authorised to sign this enterprise agreement on behalf of the company

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



(Signature)

14/6/11 (Date)

Joe de Bruyn

National Secretary

Address: Level 6, 53 Queen Street, Melbourne, Victoria, 3000

Position: National Secretary of the Shop, Distributive and Allied Employees' Association, who is duly authorised to sign this enterprise agreement pursuant to the rules of the Shop, Distributive and Allied Employees' Association