



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**PSEA Dept. Stores Pty Ltd T/A Harris Scarfe**  
(AG2017/4321)

### **HARRIS SCARFE ENTERPRISE AGREEMENT 2017**

Retail industry

COMMISSIONER MCKINNON

MELBOURNE, 16 FEBRUARY 2018

*Application for approval of the Harris Scarfe Enterprise Agreement 2017.*

[1] An application has been made for approval of an enterprise agreement known as the *Harris Scarfe Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by PSEA Dept. Stores Pty Ltd T/A Harris Scarfe. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings 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.

[3] Subject to the undertakings referred to above, 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.

[4] 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.

[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 23 February 2018. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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ANNEXURE A

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Undertaking, Harris Scarfe Enterprise Agreement 2017

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In the Fair Work Commission  
At Melbourne

FWC Matter Number: AG2017/4321

7 February 2018

Harris Scarfe Enterprise Agreement 2017

Pursuant to section 190 of the Fair Work Act 2009 (Cth) (the Act) and Regulation 2.07 of the Fair Work Regulations 2009 (Cth), PSEA Dept. Stores Pty Ltd provides the following written undertakings, which applies to the Harris Scarfe Enterprise Agreement 2017 (the enterprise agreement) in respect of employees covered by the enterprise agreement.

1. Clause 8.8 of the enterprise agreement will operate subject to section 117 of the Act.
2. Clause 8.1(f) of the enterprise agreement will operate subject to section 324 of the Act.
3. The enterprise agreement only covers employees performing the work of level 1 of the General Retail Industry Award 2010 (MA000004).
4. In place of enterprise agreement clause 5.4(b)(ii), a team member may be rostered to work up to a maximum of nine ordinary hours on any day, provided that for one day per week a team member can be rostered for 11 hours.
5. In place of agreement clause 5.6(a) of the enterprise agreement: "Voluntary team member training, on a stand-alone paid shift for a minimum of 2 hours, may be offered to an employee on no more than four occasions per calendar year".
6. In place of agreement clause 5.6(c) of the enterprise agreement: "Team member meetings of up to 60 minutes may be called by Harris Scarfe with one week's notice up to 6 times per calendar year. These meetings will be voluntary. All time in attendance at these meetings will be paid for a minimum of 1 hour and Harris Scarfe will endeavour to conduct these meetings immediately before, during or immediately after a team member's shift".
7. In place of enterprise agreement clauses 5.7(g) and (h), a team member may take time off in lieu of overtime on the following basis:
  - (a) Harris Scarfe and an employee may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
  - (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.
  - (c) Time off must be taken:
    - (i) Within the period of 6 months after the overtime is worked; and
    - (ii) At a time or times within that period of 6 months agreed by the employee and Harris Scarfe.
  - (d) If the employee requests at any time, to be paid for overtime covered by an agreement under paragraph 7(a) but not taken as time off, Harris Scarfe will pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
  - (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph 7(c) Harris Scarfe will pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

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Undertaking, Harris Scarfe Enterprise Agreement 2017

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- (f) Harris Scarfe will not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
  - (g) An employee may, under section 65 of the Fair Work Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by Harris Scarfe and the employee, instead of being paid for overtime worked by the employee. If the Harris Scarfe agrees to the request then paragraph 7(a) will apply for overtime that has been worked.
  - (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which paragraph 7(a) applies has not been taken, Harris Scarfe will pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
8. In place of enterprise agreement clause 5.7(e)(iii), overtime on a public holiday will be paid at 250% of the team member's ordinary hourly rate of pay (275% for a casual team member).
  9. In place of the wording "or the award level 1 Sunday dollar amount whichever is the higher" in the penalty rate table at clause 4.4 of the enterprise agreement, the wording "or the award level 1 Sunday dollar amount plus 1 cent, whichever is the higher".
  10. In place of the wording at clause 7.1(d): "After consultation between Harris Scarfe and the team member Harris Scarfe may require a team member to take annual leave, by giving at least 8 weeks' notice but no more than 12 months' notice, where more than 8 weeks of leave is accrued".
  11. Where a team member is required by Harris Scarfe to move temporarily from one store to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by Harris Scarfe.
  12. A team member 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. Where Harris Scarfe provides transport from a pick up point, a team member will be paid travelling time for all time spent travelling from such pick up point and returning to such pick up point. 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.
  13. Where Harris Scarfe transfers a team member from one township to another, Harris Scarfe will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the team member and the team member's family.
  14. Where a team member commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the team member's regular means of transport is not available and the team member is unable to arrange their own alternative transport, Harris Scarfe will reimburse the team member for the cost of a taxi fare from the place of employment to the team member's usual place of residence. This will not apply if Harris Scarfe provides or arranges proper transportation to and/or from the team member's usual place of residence, at no cost to the team member. Provided always that a team member may elect to provide their own transport.
  15. Where a one-off roster change is made in accordance with enterprise agreement clause 5.2(f), the team member will be given the roster change electronically.

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Undertaking, Harris Scarfe Enterprise Agreement 2017

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Signed for and on behalf of PSEA Dept Stores Pty Ltd:

..... (Signature)

7/2/2018 (Date)

Teresa Gallo

7 February 2018

People and Culture Director

Address: Level 1, Building 8, 576 Swan Street, Richmond, Victoria

Who is duly authorised to sign this undertaking for the Harris Scarfe Enterprise Agreement 2017 on behalf of the company

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

# Harris Scarfe Enterprise Agreement 2017

Rollout Version, 21 August 2017

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## Part 1 Preliminary

### 1.1 Operation of Agreement

- (a) This Enterprise Agreement will be known as the Harris Scarfe Enterprise Agreement 2017.
- (b) This Agreement will apply to and be binding upon:
  - (i) Harris Scarfe;
  - (ii) Team members in the classification definition section of this Enterprise Agreement;
  - (iii) the Shop, Distributive and Allied Employees' Association.
- (c) This Enterprise Agreement will commence 7 days after it has been approved by the Fair Work Commission.
- (d) This Enterprise Agreement will nominally expire on the 30th of June 2020.
- (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 (NES) 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 NES will be made available to team members at each retail worksite.
- (h) Harris Scarfe trainees will be paid in accordance with the Enterprise Agreement's rates of pay and conditions.

### 1.2 Definitions

- (a) 'award' means the General Retail Industry Award 2010 (MA000004).
- (b) Harris Scarfe refers to PSEA Dept. Stores Pty Ltd trading as Harris Scarfe (ABN 83 095 018 803).
- (c) 'child' includes a child, foster child, adopted child, step child or child who is the subject of a permanent care order.
- (d) 'continuous service' means service for any team member under a contract of employment that has not been terminated, or has been terminated and the team member has been reemployed by Harris Scarfe within 3 months of the termination.
- (e) 'FWC' means Fair Work Commission.

- (f) 'immediate family' includes a spouse, de-facto partner, child, parent, grandparent, grandchild or sibling of the team member or a child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the team member.
- (g) 'mutually agreed' within this Enterprise Agreement means agreement is reached after the employer and team member have genuinely agreed after a process of consultation.
- (h) 'ordinary hours' means 76 hours per 2 week cycle for a full time team member and their contracted hours per 2 week cycle for a part time team member.
- (i) 'ordinary hourly rate of pay' means the columns in the wage rates table described as such as expressed in the wages section.
- (j) 'permanent team members' are full time team members and part time team members.
- (k) 'shift' means the period of time elapsing from the time a team member commences work to the time the team member ceases work.
- (l) 'SDA' means the Shop Distributive and Allied Employees' Association (a registered trade union).

## Part 2 General Employment Matters

### 2.1 Terms of Engagement

Every team member will be advised in writing at the time of engagement, or any change to the nature of their engagement:

- (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 contracted hours per 2 week cycle, if a part time team member;
- (iv) The team member's agreed days and times of availability; or
- (v) Any other specific terms of appointment that may be agreed between the parties.

### 2.2 Grievance Procedure

- (a) Step 1: Grievances between a team member and Harris Scarfe about matters arising under this Enterprise Agreement and the NES will be discussed at the first instance between the team member and the team member's immediate manager.
- (b) Step 2: If the team member does not feel the matter has been adequately resolved the team member may raise the matter with their Store Manager.
- (c) Step 3: If the team member does not feel the matter has been adequately resolved the team member may raise the matter with their Area Manager.
- (d) Step 4: If the team member does not feel the matter has been adequately resolved the team member may raise the matter with the GM Operations or People & Culture Director.
- (e) Step 5: If the team member does not feel the matter has been adequately resolved the team member may refer it to FWC for conciliation and only after all reasonable attempts to settle the matter by conciliation have failed, for arbitration.
- (f) While this procedure is being followed there will be no disruption or interference with normal performance of work in accordance with usual procedures and practices applicable prior to the notification of the dispute, subject to consideration of occupational health and safety requirements. No party will be prejudiced by this continuance of work.
- (g) Any party to a grievance may request that a person attend and represent them at any step of the process. This representative may be an official of the SDA.
- (h) The parties must co-operate to ensure these procedures are followed as quickly as possible.



## Part 3 Employment Categories

### 3.1 Full Time Team Member

Full time team members are those team members engaged to work 76 hours per two week cycle (which is an average of 38 hours per week).

### 3.2 Part Time Team Member

- (a) Part time team members will be advised of their contracted ordinary hours on employment or any agreed change to their contracted ordinary hours. These ordinary hours will be between 12 hours and less than 76 hours per fortnightly cycle (which is an average of between 6 hours and less than 38 hours per week).
- (b) A part time team member may work beyond their contracted ordinary hours, up to a maximum of 76 hours in a 2 week cycle and be paid at their ordinary hourly rate of pay. A team member must agree to work these additional hours, otherwise overtime rates apply. The variation will be recorded in writing on the roster and the updated roster reposted.
- (c) Where, over a 12 month period, a part time team member works an average of more than 18 ordinary hours per 2 week cycle, the part time team member will be offered new contracted ordinary hours of at least 18 hours per 2 week cycle.
- (d) Where there is a requirement to work overtime in accordance with clause 5.7 overtime rates will apply. The agreement to work additional hours may be withdrawn by the team member with 7 days' notice.
- (e) Subject to the operational requirements of Harris Scarfe, when additional hours become available, they will be offered to existing part time team members in preference to engaging other team members where practicable.

### 3.3 Casual Team Member

- (a) Casual team members are team members engaged on an hourly basis.
- (b) A casual team member will receive a casual loading component of 25%.
- (c) Due to the casual loading, casual team members have no entitlement to the provisions contained in the Annual Leave and Personal Leave sections, although a casual team member will be provided unpaid Carer's Leave and unpaid Compassionate Leave as specifically provided for in the relevant clauses of the Personal Leave section.
- (d) Harris Scarfe will give consideration to requests by a team member who has requested not to work at particular times in order for that team member to attend academic examinations or other like situations. Evidence may need to be provided on request.
- (e) Harris Scarfe will give reasonable consideration to engaging existing casual team members in full time or part time positions in preference to engaging new team members.

### 3.4 Short Term Contract

- (a) Harris Scarfe may engage team members on a voluntary short term contract as a permanent team member.
- (b) A short term contract will be a minimum of 3 weeks except where the contract replaces a team member on annual leave, in which case the minimum may be 2 weeks in length. A short term contract will be a maximum of 12 months in length except where the contract replaces a team member on parental leave in which case the contract will be to cover the period of the parental leave.
- (c) Prior to entering a short term contract, the team member will be advised in writing of the exact date of commencement and completion of the short term contract. The completion date may be varied, on the giving of notice (as per clause 8.1(a)), in instances where a team member on a maximum term contract is replacing another team member on a period of leave that finishes earlier than originally advised by the team member taking the leave (eg a team member returning from parental leave earlier than originally advised).
- (d) If an existing team member is contracted to work on a short term contract they will revert to their original position at the conclusion of the short term contract.

- (e) It is important for all parties to be aware that a short term contract must not run beyond its completion date. If this seems a possibility a further short term contract needs to be agreed in writing and countersigned by the team member concerned prior to the completion of the short term contract in operation. A team member will not be engaged on continuously rolling short term contracts.

## Part 4 Classification and Wage Structure

### 4.1 Wages and Wage Increases

- (a) The wages that will apply from the first full pay period following the commencement of this Enterprise Agreement will be as per the Harris Scarfe Wage Rates Table in Part 9 of this Enterprise Agreement.
- (b) Harris Scarfe will increase the wage rates in the Harris Scarfe Wage Rates Table in 2018 and 2019 in accordance with determinations of Fair Work Commission for retail employee award level 1. Any wage increase will apply from the start of the first full pay period in July of the relevant year.

#### Junior Rates

- (c) Harris Scarfe team members (permanent and casual), under the age of 21 years, will receive wages based on the below listed percentages of the team member's relevant classification:

20 years and employed more than 6 months	100%
20 years and employed less than 6 months	90%
19 years	80%
18 years	70%
17 years	60%
16 years	50%
15 years and under	45%*

\*Team member 15 years and under employed prior to the approval of the Enterprise Agreement junior rate will be 50%.

### 4.2 Responsibilities

- (a) Harris Scarfe team members will be required to undertake a varying range of responsibilities, and work as reasonably directed. These responsibilities may include, but are not limited to:

#### Harris Scarfe – Team Member Responsibilities \*

(i) Customer Service	(ii) Replenishment
(iii) Merchandising & Stock Moving	(iv) Housekeeping & Incidental Cleaning
(v) Administration	(vi) Loss Prevention
(vii) WHS Procedures	(viii) Audit Requirements
(ix) Training	(x) Stocktake

\*Responsibilities may include work of a manual nature

- (b) These responsibilities may change over time with the addition of other responsibilities as Harris Scarfe may reasonably require to meet the operating needs of the business and will be within the limits of the team member's skills, competence or training.
- (c) The team member will work as part of a team to ensure that productivity standards are achieved. The team member will conscientiously and diligently carry out responsibilities in respect of the Harris Scarfe business and will use his or her best endeavours to promote and enhance the Harris Scarfe business.

### 4.3 Penalties

All team members will receive the below listed percentages as per the award, and changes thereto that may occur to the award during the life of the Enterprise Agreement, of the relevant permanent rate of pay for each hour worked within the below spread of ordinary hours of work timeframes:

<u>Spread of Ordinary Hours of Work</u>	<u>Permanent</u>	<u>Casual*</u>
Monday to Friday - 7am to 6pm	100%	125%
Monday to Friday – 6pm to 9pm**	125%	125%
Saturday – 7am to 6pm**	125%	135%
Sunday – 9am to 6pm**	150% or the award level 1 Sunday dollar amount, whichever is the higher.	175% or the award level 1 Sunday dollar amount, whichever is the higher.
Public Holidays	225%	250%

\*Includes the 25% casual loading.

\*\*Where Harris Scarfe trading hours extend beyond 9pm Monday to Friday or 6pm on Saturday or Sunday, the finishing time for ordinary hours on all days of the week will be 11pm.

### 4.4 Meal Allowances

- (a) A team member required to work more than one hour of overtime after the team member's ordinary time of ending work, without being given 24 hours' notice, will be either provided with a meal or paid a meal allowance of \$17.92. Where such overtime work exceeds four hours a further meal allowance of \$16.23 will be paid.
- (b) The meal allowance will increase in accordance with increases applied to the meal allowance payments in the award (clause 20.1).

### 4.5 Motor Vehicle Allowance

- (a) A team member who by agreement with Harris Scarfe uses the team member's own motor vehicle on Harris Scarfe business will be paid an allowance of 78 cents per kilometre travelled.
- (b) It is Harris Scarfe's preference that team members use the Harris Scarfe vehicle where practicable.

### 4.6 First Aid Attendant

A team member holding a current first aid certificate or qualification and appointed by Harris Scarfe to carry out first aid duty will be paid an allowance of \$2.11 for each day on which the team member is appointed, with a maximum payment in any one pay week of \$10.55.

### 4.7 Superannuation

- (a) Harris Scarfe will contribute superannuation on behalf of all eligible team members to REST as per the Superannuation Guarantee Legislation.
- (b) Contributions will be made on a monthly basis.
- (c) A team member may make personal superannuation contributions in addition to those made by Harris Scarfe on the following basis:
  - (i) The team member must authorise Harris Scarfe in writing to pay the additional contributions into their fund and allow Harris Scarfe to make payroll deductions in order to do so;
  - (ii) Upon receipt of written authorisation from the team member Harris Scarfe will commence making these additional team member monthly payments on behalf of the team member;

- (iii) A team member may vary the amount of their additional contributions once each year by written authorisation. Harris Scarfe will alter the additional team member contributions within 14 days of receipt of such authorisation; and
- (iv) Additional team member contributions requested must be expressed in whole dollars.
- (d) Upon engagement, a new team member who is a member of superannuation fund other than REST may, within the first three months of employment, make an election to remain a member of that fund and all of the team member's superannuation entitlements will be directed on a monthly basis to that fund.
- (e) Where, at the commencement of this Enterprise Agreement, a team member's superannuation contributions are being made by Harris Scarfe to a fund other than REST, these contributions will continue unless the team member requests to have their contributions made to REST.
- (f) A team member employed in Tasmania, who was employed prior to 19 May 1997, and has Tasplan as their superannuation fund, will continue to have their superannuation paid to Tasplan unless they request in writing to have REST as their superannuation fund.

## Part 5 Hours of Work

### 5.1 Team Member Availability

- (a) A team member's times and days of availability will be agreed at the time of employment.
- (b) A team member will be rostered within their agreed times and days of availability unless mutually agreed otherwise.

### 5.2 Permanent Team Member Roster

- (a) The permanent team member roster establishes the starting and finishing times and days of work that permanent team members will be required to perform their working hours in a 2 week rostering cycle.
- (b) A team member's roster will not be frequently varied.
- (c) Each 2 week roster cycle will commence every second Monday.
- (d) The permanent team member roster will be posted a minimum of 7 days in advance of the 2 week cycle to which it relates.
- (e) Harris Scarfe will roster team members in accordance with the team member's agreed times and days of availability. In instances where there are no written agreed times and days of availability Harris Scarfe will respect the genuine family responsibilities of the team member and have regard to whether the team member can arrange safe transport home.
- (f) One-Off Roster Change: Once the permanent team member's roster is set for a 2 week period a one-off change(s) to the rostered hours may occur:
  - (i) As mutually agreed; or
  - (ii) Following consultation with the team member and then on the giving of 7 days notice.
- (g) In making a one-off roster change Harris Scarfe will be mindful of a team member's genuine inability to agree to the change due to personal circumstances or on the basis the proposed change would mean the team member would not have a safe form of transport home.
- (h) A one-off roster change will not be made to avoid the payment of Enterprise Agreement entitlements.
- (i) A copy of the permanent team member roster will be kept in a prominent place in each Harris Scarfe store, and, where possible, will also be made easily available electronically.

### 5.3 Casual Team Member Possible Roster

- (a) On a weekly basis Harris Scarfe will provide possible starting and finishing times and days of work for casual team members via a possible roster.
- (b) A casual team member will be advised of changes to their possible roster at least 24 hours prior to the start of the proposed work where possible but no later than 2 hours prior to the casual nominated start time. In situations where this has not occurred the team member will be paid the minimum engagement for the shift.
- (c) If a casual team member will not be able to work a possible shift they must contact their immediate manager by telephone and notify him or her of their unavailability and the reason for it at least 24 hours prior to a possible start time. In more pressing and urgent times of unavailability a casual team member must attempt to be in contact with his or her immediate manager as soon as reasonably practicable.
- (d) A copy of the casual team member possible roster will be kept in a prominent place in each Harris Scarfe store, and, where possible, will also be made easily available electronically.

### 5.4 Working Hours Principles

- (a) This section sets out the principles by which Harris Scarfe can establish the permanent team member roster and the casual team member possible roster. If a team member performs approved work beyond these principles the work will be paid as set out in the overtime section.
- (b) Working hours:
  - (i) Are no more than 76 ordinary hours per 2 week cycle;
  - (ii) Are no more than 9 ordinary hours per day although a team member may work up to 10.5 hours on up to 3 occasions per 2 week cycle;
  - (iii) For a permanent team member, at least 3 consecutive ordinary hours per shift;
  - (iv) Cannot work more than 48 ordinary hours in a week;
  - (v) Cannot be worked on more than 10 shifts per 2 week cycle;
  - (vi) No more than one shift in a day;
  - (vii) Cannot include work on more than 6 consecutive days; and
  - (viii) Needs to include a minimum break of 10 hours between the completion of work on one day and the commencement of work on the next day.
  - (ix) A permanent team member will have at least 2 consecutive days off per week or 3 consecutive days off per 2 week cycle unless mutually agreed otherwise in writing with either party having the right to remove their mutual agreement on giving 4 weeks notice.
- (c) The minimum engagement period for a casual team member will be 3 hours. If all the following circumstances are met it will be 90 minutes:
  - (i) The team member is a full-time secondary school student; and
  - (ii) The team member is engaged to work between the hours of 3.00 pm and 6.30 pm on a day which they are required to attend school; and
  - (iii) 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 three hours; and
  - (iv) Employment for a longer period than the period of the engagement is not possible either because of the operational requirements of the employer or the unavailability of the team member.

(d) Part Time Additional Hours

If a part time team member mutually agrees to work beyond their contracted hours in accordance with clause 3.2(b), up to a maximum of 76 hours in a 2 week cycle, the team member will be paid at their ordinary hourly rate of pay (and penalties where applicable).

- (e) Permanent team members can be rostered to a maximum of 3 in 4 Sundays with the standard rostering provision of a 3 day weekend off that includes a Saturday and a Sunday every 4 weeks (unless there is mutual agreement otherwise between Harris Scarfe and the team member concerned).
- (f) Apart from Tasmania, for team members engaged prior to 24 January 2005 and employed in stores that were not trading on Sundays when the team member was employed, Sunday work is voluntary, unless by mutual agreement the team member agrees to work Sundays. Permanent team members engaged before 17 January 2003, can be rostered to a maximum of 2 in 4 Sundays, unless mutually agreed otherwise. In Tasmania Sunday work will be voluntary for all team members employed prior to 1 December 2002.

## 5.5 Consultation on Change to a Regular Roster or Normal Working Hours

- (a) Where a team member has a regular roster or normal working hours, which Harris Scarfe seeks to change, Harris Scarfe will consult with the team member about the change, as soon as practicable after proposing to introduce the change. This consultation will include providing the team member:
- (i) Information about the change;
  - (ii) Information about what Harris Scarfe reasonably believes will be the effects of the change on the team member;
  - (iii) Information about any other matters Harris Scarfe reasonably believes are likely to affect the team member; and
  - (iv) Inviting the team member to comment on the impact of the change (including any impact in relation to their family or caring responsibilities).
- (b) Harris Scarfe will genuinely consider and respond in writing promptly to the team member's comments on the impact of the change.
- (c) A team member may request that a person attend and represent them during consultation on change to a regular roster or normal working hours.

## 5.6 Team Member Meetings, Training Etc

- (a) At times of team member training a team member may be rostered for a minimum of 2 hours, no more than four times per calendar year.

### Product Knowledge

- (b) When Harris Scarfe or another person arranges a product knowledge function for team members outside of working time then the team member's attendance will be voluntary. Due to the voluntary nature of attendance at trade nights, no payments and allowances will apply.

### Team Member Meetings

- (c) Team member meetings of up to 60 minutes may be called by Harris Scarfe with one week's notice up to 6 times per calendar year. All time in attendance at these meetings will be paid for a minimum of 1 hour and Harris Scarfe will conduct these meetings immediately before, during or immediately after a team member's shift.

## 5.7 Overtime

- (a) Any work done that falls outside the conditions set in the working hours principles or outside the spread of ordinary hours will be classified as overtime.
- (b) Harris Scarfe may require a team member to work reasonable overtime. A team member may refuse to work overtime in circumstances where it would be unreasonable to work overtime.
- (c) Overtime is only payable if the team member's store management approves the overtime.
- (d) If a team member attends work solely in overtime hours the team member will receive a minimum payment for 3 hours of overtime (except for training where a 2 hour minimum applies or team member meetings where a 1 hour minimum applies).
- (e) Overtime will be paid as follows:
  - (i) Monday to Saturday - 150% of the team member's ordinary hourly rate of pay for the first 2 hours, 200% thereafter.
  - (ii) Sunday - 200% of the team member's ordinary hourly rate of pay.
  - (iii) Public Holiday – 225% of the team member's ordinary hourly rate of pay (250% for a casual team member).
- (f) If a team member is asked to work hours beyond their normal finishing time Harris Scarfe will be mindful of a team member's genuine inability to work the hours on the basis the team member would not have a safe form of transport home.

### Overtime Time Off In Lieu

- (g) If Harris Scarfe and a permanent team member mutually agree, then the team member may be allowed time off in lieu of payment for any overtime on a pro rata basis of the equivalent number of hours paid which the team member would otherwise have received.
- (h) Such time off in lieu of payment for overtime may be accumulated and taken (in substitution for the ordinary hours the team member would otherwise be obliged to work) and without loss of pay for those hours at a time mutually agreed between the team member and Harris Scarfe.

## 5.8 Meal Breaks and Rest Breaks

- (a) Paid rest break and unpaid meal breaks entitlements are:

	<u>Paid Rest Break#</u>	<u>Unpaid Meal Break</u>
If a team member works less than 4 hours	No rest break	No meal break
If a team member works 4 hours and up to 5 hours:	15 minutes	None
If a team member works more than 5 hours and up to 7 hours:	15 minutes	30-60 minutes
If a team member works more than 7 hours and up to 10 hours:	2 x 15 minutes*	30-60 minutes
If a team member works 10 hours or more:	2 x 15 minutes*	2 x 30-60 minutes

\*One taken in the first half of the work hours and the second taken in the second half of work hours.

#Rest Break includes walking time.

- (b) Breaks are to be taken as determined by Harris Scarfe in consultation with team members.
- (c) A team member will not work more than 5 hours without a meal break.
- (d) A team member will not receive a break within 1 hour of their starting and finishing time or within 1 hour of another Break.

## 5.9 Flexible Working Arrangements

- (a) A team member with at least 12 months continuous service who:
- (i) Is a parent or guardian, or has the responsibility for the care, of a child who is school age or younger;
  - (ii) Is a carer (as defined in the Carer Recognition Act 2010);
  - (iii) Has a disability;
  - (iv) Is 55 or older;
  - (v) Is experiencing family or domestic violence;
  - (vi) Is caring for or supporting an immediate family member or household member who requires care or support because of family or domestic violence; or
  - (vii) Is returning to work after taking leave in relation to the birth or adoption of a child.
- May make a request in writing to Harris Scarfe for a change in working arrangements. This could include changes to hours of work, patterns of work and changes in location of work.
- (b) To be eligible, a casual team member needs to have an ongoing expectation of work and be a long term casual ie someone who has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.
- (c) Harris Scarfe will only refuse a request on reasonable business grounds.
- (d) Harris Scarfe will provide a written response within 21 days. In instances where Harris Scarfe refuses the request the written response will include the reasons for the refusal.

## Part 6 Public Holidays

### 6.1 Public Holidays

- (a) Team members will be entitled to public holidays, or part day public holidays, as proclaimed, declared, prescribed, legislated or gazetted by each State or Territory government or locality.
- (b) Additionally, Harris Scarfe will:
- (i) Recognise Easter Saturday as a public holiday in Western Australia; and
  - (ii) Picnic Day (the first Tuesday in November) in NSW.
- (c) A team member cannot be required to work on any public holiday. A permanent team member cannot be required to work on Easter Sunday in situations where Easter Sunday is not a public holiday.
- (d) Where a team member works on a public holiday they will be paid the appropriate public holiday rate for a minimum of 3 hours.
- (e) Where a store opens for trade on a public holiday, a permanent team member who would normally be rostered to work may request to work that day (or part thereof) and will be paid the appropriate public holiday rate for time so worked, but they will not receive a replacement day off for the day. If a permanent team member works part of a public holiday they will receive payment, at their ordinary hourly rate of pay, for their regularly rostered hours that were not worked.
- (f) Where a team member works part of a shift on a public holiday they will be paid the public holiday rate for the portion of time worked on the public holiday. All other time worked on the shift will be paid in the normal manner prescribed in this Enterprise Agreement (including penalties, if applicable as appropriate).
- (g) Work after 6pm on Christmas Eve and after 6pm on New Year's Eve will be voluntary.



## 6.2 Public Holiday Replacement Day Principles for Permanent Team Member

(a) A Public Holiday that falls on the day a Permanent Team member is Normally Rostered to Work

Should a public holiday fall on a day on which a permanent team member would normally be rostered to work, and they do not work, they will be paid for the hours normally rostered to work.

(b) A Public Holiday that falls on a Permanent Team Member's Non-Working Day

(i) Should any of the public holidays, apart from public holidays proclaimed, declared, prescribed, legislated or gazetted on a weekend, fall on a full time team member's non-working day, such team member will receive a mutually agreed day off in lieu thereof within 60 days.

(ii) A part time team member will receive the same benefits as a full time team member where they work an average of 10 days per 2 week cycle or for a Public Holiday that falls on a day that they are regularly rostered to work.

## 6.3 Public Holidays Substitution

(a) Public holiday substitution occurs when a State or Territory substitutes a public holiday from the actual day of celebration ('the actual public holiday') to another day ('the substitute day') under its relevant legislation and a store opens for trade on the actual public holiday.

(b) If a team member is ordinarily rostered to work on the actual public holiday and the substitute day, then that team member will elect which day is to be their public holiday and receive the standard public holiday benefits on that day. The other day will then be a normal rostered day, subject to:

(i) If a team member is rostered to work on the actual public holiday and not the substitute day, the team member will receive the standard public holiday benefits on the actual day and not on the substitute day.

(ii) If a team member is rostered to work on the substitute day and not the actual public holiday, the team member will receive the public holiday benefits on the substitute day.

(c) In the case of Christmas Day where substitution occurs by operation of the law of a State or Territory, work on 25 December will attract an additional loading of half a normal day's work in addition to the Saturday/Sunday rate and the team member will also be entitled to the benefits of the substitute public holiday.

# Part 7 Leave

## 7.1 Annual Leave

(a) Permanent team members will be entitled to 4 weeks paid annual leave per annum accruing progressively on ordinary hours of work (and additional hours for part time team members).

(b) The taking of annual leave is subject to the operational requirements of Harris Scarfe and the approval for the leave having been authorised in writing by Harris Scarfe. Harris Scarfe will not unreasonably refuse any annual leave requests.

(c) Annual leave should be taken within a period not exceeding 12 months from the date it accrues, unless mutually agreed otherwise.

(d) After consultation between Harris Scarfe and the team member Harris Scarfe may require a team member to take annual leave, by giving at least 4 weeks' notice, where more than 8 weeks of leave is accrued.

(e) Where a recognised public holiday occurs during any period of a permanent team member's annual leave, on a day the team member's regular roster covers, the public holiday will not be counted as a day of annual leave.

(f) A team member may request, in writing, to cash out a particular portion of their annual leave. Each request will be determined by the CFO on a case-by-case basis and in consideration of the Harris Scarfe budgetary and operational requirements. Paid 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, where applicable, will be paid on any annual leave cashed out.

- (g) Annual leave loading of 17.5%, or the relevant weekend penalty rates whichever is the greater (but not both), will be paid on annual leave payments.
- (h) 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.
- (i) Any accrued annual leave entitlements, inclusive of annual leave loading, will be paid to a permanent team member upon termination of employment.
- (j) If during a period of annual leave a team member takes another form of paid leave (eg personal leave) or unpaid community service leave the team member will be re-credited their annual leave for the period of the other leave or absence.
- (k) Annual leave may be taken in advance of accrual of entitlement by agreement between Harris Scarfe and a team member. Harris Scarfe may exercise its discretion and withhold all or part of any monies owing to a team member upon termination in the circumstance where annual leave has been taken in advance.

## 7.2 Personal Leave

- (a) Personal leave is sick leave and carers leave.
- (b) A permanent team member will be entitled to 10 days personal leave per year, accruing progressively on ordinary hours of work (and additional hours for part time team members).
- (c) When a team member takes a period of paid personal leave, they will be entitled to be paid at their ordinary hourly rate of pay for the number of hours they ordinarily would have worked on the day that they take the leave.
- (d) If a permanent team member requires personal leave then that team member must, where reasonably practicable, personally contact their store management by phone. Contact must be made as soon as reasonably practicable.
- (e) Permanent team members are not entitled to be paid for their accumulated personal leave on termination.
- (f) Authorised personal leave, whether paid or unpaid, does not break a permanent team member's continuity of service.
- (g) Paid personal leave is exclusive of public holidays.
- (h) A team member will not be paid for personal leave where the team member is in receipt of compensation for the injury or illness payable under a law relating to worker's compensation.

### Sick Leave

- (i) Sick leave may be used when a permanent team member is not well enough to work because of a personal illness or injury.
- (j) Where the team member is sick, Harris Scarfe requires 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:
  - (i) Absences in excess of one day; or
  - (ii) On a single day absence if it occurs either side of a day on which the team member does not work.
- (k) Where a team member has a recurring pattern of sick leave, Harris Scarfe may require that future sick days be supported by evidence as reasonably required by Harris Scarfe.

### Carers Leave

- (l) Carers leave may be used when a permanent 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.
- (m) Where the team member is taking carers leave, Harris Scarfe may require evidence of the need for the leave via a medical certificate or a statutory declaration in the case of an unexpected emergency.
- (n) Unpaid carers leave of 2 days per occasion is available to permanent team members who have exhausted their accrued personal leave.
- (o) Unpaid carers leave of 2 days per occasion is available to casual team members.

#### Pre Natal Leave

- (p) A permanent team member who is pregnant may access their personal leave accruals, for the purpose of attending medical appointments associated with the pregnancy. A copy of a medical certificate or other reasonable evidence of attendance must be provided to Harris Scarfe.
- (q) A permanent team member may access their personal leave accruals, for the purpose of attending medical appointments with their pregnant partner.

### 7.3 Compassionate Leave

- (a) Upon the death of an immediate family member, a member of a team member's household or an aunt, uncle, nephew, niece a permanent team member is entitled to 3 days paid compassionate leave.
- (b) A permanent team member will be entitled to an extra 2 days paid compassionate leave where:
  - (i) The death is of a spouse, de facto spouse, parent (including step parent) or child (including step or foster child); or
  - (ii) The funeral is interstate or overseas, and the team member is attending the funeral.

Provided that the maximum amount of paid compassionate leave on any one occasion will be 5 days.
- (c) If a member of a permanent 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 permanent team member will be entitled to 2 days paid compassionate leave for each occasion.
- (d) When a team member takes a period of paid compassionate leave, the team member will be entitled to be paid at the full rate of pay for the number of hours they ordinarily would have worked on the day that they take the leave.
- (e) The team member may be required to provide evidence of the requirement to take compassionate leave to the reasonable satisfaction of Harris Scarfe.
- (f) Unpaid compassionate leave of 2 days per occasion is available to casual team members.
- (g) Requests for unpaid compassionate leave, extensions to the length of compassionate leave or use of annual leave entitlements for compassionate leave purposes will be considered by Harris Scarfe on a case-by-case basis.
- (h) A team member may take one day of accrued annual leave to attend the funeral of a significant other, at management discretion. Application for this leave must be made prior to attendance. Applications for leave will not be unreasonably refused.

### 7.4 Domestic and Family Violence Leave

- (a) Team members who experience family or domestic violence and require time off work to attend to medical appointments, legal proceedings, and/or any other related activities will be entitled to paid leave of 5 days per year for permanent team members. Where this is exhausted the team member will be entitled to:
  - (i) Use of personal leave for permanent team members; or
  - (ii) Access to unpaid leave.
- (b) These types of domestic violence leave can be accessed by providing suitable evidence, such as a document issued by a doctor, a district nurse, the police service, a court, a lawyer or a statutory declaration.
- (c) Disclosures of Domestic and Family Violence by a team member will be treated confidentially.
- (d) Where a team member supports a person experiencing domestic or family violence, the team member will be able to access carer's leave to accompany them to court, hospital or to mind children.

## 7.5 Unpaid Leave

- (a) Harris Scarfe 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 Harris Scarfe although it will not be authorised where the team member has annual leave or long service available, apart from unpaid leave for study (ie students attending secondary school, TAFE or university).
- (c) Whilst on unpaid leave all entitlements to annual leave, personal leave, long service leave or 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.
- (e) The Enterprise Agreement's Unpaid Leave provisions may be waived by agreement between Harris Scarfe and a team member.

### Unpaid Study Leave

- (f) For unpaid study leave a team member needs to make an application at least 2 weeks prior to the proposed leave. Where a team member has accrued annual leave or long service leave they may access this leave. Leave will not be granted during the months of December or January or during the 2 weeks of the stocktake sale or the stocktake (scantcount) periods although no requests for unpaid study leave will be unreasonably denied.
- (g) The team member will be entitled to return to their normal employment at the end of the unpaid study leave.

## 7.6 Long Service Leave

- (a) All team members covered by the Harris Scarfe Enterprise Agreement will be entitled to long service leave in accordance with the provisions of their State or Territory Long Service Leave Act or Commission Order.
- (b) Long service leave may be taken at double leave at half pay at the team member's request subject to the normal leave approval processes.

## 7.7 Parental Leave

- (a) Parental leave will be as per the National Employment Standards with the following additional benefits:
  - (i) A team member, at 12 months continuous service, who is a non primary care-giver will be provided with up to an additional 4 week's unpaid parental leave. Team members may also take any other forms of leave to which they are entitled, such as annual leave or long service leave, in substitution for some or all of this 4 week period.
  - (ii) A team member will be entitled to unpaid pre-natal leave to attend interviews or examination as required to obtain approval for Adoption, Permanent Care Orders/long term Foster Care; and
  - (iii) Parental Leave will be available to team members who commence a Permanent Fostering Arrangement or become responsible for a child under a Permanent Care Order.
  - (iv) A full time team member, who has been on parental leave as a primary care-giver, may request to return to work from the leave on a part time basis. Harris Scarfe will give genuine consideration to each request in accordance with its operational requirements. On return to full time employment, or in the case of a part time team member to their pre-parental leave hours, the team member will return to the team member's pre-parental leave position or if that position is no longer available, a position nearest in hours, pay and status for which the team member is qualified and suited.
- (b) On a team member returning to work from parental leave as a primary care-giver due consideration will be given to the team member's genuine family responsibilities when preparing their roster.
- (c) Whilst on parental leave as a primary care giver, a team member may request to be employed by Harris Scarfe on a separate employment contract as a casual team member. This can only occur on Harris Scarfe 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 Harris Scarfe terminates the contract of employment due to misconduct reasons. Harris Scarfe will offer hours of work to such a team member subject to the normal principles of a casual engagement and the operational requirements of Harris Scarfe. A permanent team member

on parental leave may not work on a separate casual contract during that period where the team member is receiving any government parental leave payment.

#### NES Transfer to a Safe Job

- (d) If, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the team member make it inadvisable for the team member to continue their usual work or hours of work, the team member will, if Harris Scarfe deems it practicable, be transferred to an appropriate safe job or a part time position with no change to the team member's terms and conditions of employment.
- (e) If the team member is transferred to an appropriate safe job they must be paid for the hours worked in the risk period at the team member's full rate of pay for the position the team member was in before the transfer.
- (f) If a transfer to a safe job is not practicable, the team member may, or Harris Scarfe may require the team member to, commence 'no safe job' leave for the risk period. Such leave shall not be treated as parental leave.
- (g) A team member who is entitled to unpaid parental leave will be entitled to paid 'no safe job' leave at the team member's base rate of pay for the team member's ordinary hours of work. A team member who is not entitled to unpaid parental leave and is unable to be transferred to an appropriate safe job will be entitled to unpaid 'no safe job' leave.
- (h) If a team member is on 'no safe job' leave during the 6 week period prior to the expected date of birth, Harris Scarfe may ask for a medical certificate stating that they are fit for work. If a team member fails to produce a medical certificate Harris Scarfe may require the team member to commence unpaid parental leave.

### 7.8 Blood Donor Leave

A permanent team member may be provided paid time off, on up to 4 occasions per year, to donate blood provided that:

- (i) The leave will involve no more than 2 paid hours per occasion;
- (ii) Prior authorisation for the leave is obtained from store management;
- (iii) Proof of attendance is provided on request; and
- (iv) The leave does not impede the genuine operational requirements of Harris Scarfe.

### 7.9 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 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 Harris Scarfe notice of the leave as soon as practicable including notification of the expected period of the leave. Harris Scarfe may require a team member to provide them reasonable evidence they have been engaging in an eligible community service activity.
- (d) Team members will be paid for up to two days of community service leave per occasion except jury service where a team member will be paid.
- (e) For jury service: Harris Scarfe may require the team member to provide Harris Scarfe 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). 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.

## 7.10 Natural Disaster Leave

- (a) Team members will not be required to attend work or will be allowed to leave work where there is a natural disaster which poses a genuine threat to a team member's property or creates a need for a team member to care for a member of their immediate family or household or poses a genuine threat to a team member gaining access to their home.
- (b) Where a team member is unable to attend for work as rostered due to a natural disaster, the team member may request access to natural disaster leave. Requests will not be unreasonably refused.
- (c) In such circumstances Harris Scarfe will do what they can to avoid loss of pay to a permanent team member. Depending on the circumstances a permanent team member may receive up to two days paid leave. If, at the conclusion of the two days paid leave a permanent team member is still unable to report to work as a result of a natural disaster then Harris Scarfe:
  - (i) Will consider providing additional paid leave;
  - (ii) Will discuss with the team member the taking of annual leave to cover the time off work; or
  - (iii) May mutually agree with the team member, where possible, for make-up time to be worked.

## Part 8 Contract of Employment

### 8.1 Terms of Engagement

- (a) A permanent team member, apart from a Maximum Term Contract team member, will be engaged on a weekly basis terminable by the following table (or if Harris Scarfe wish on the making of the relevant payment in lieu of notice):

<u>Team member's Continuous Service</u>	<u>Period of Notice</u>
Less 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

- (b) If a team member fails to give notice or work the required notice Harris Scarfe is not obliged to pay the team member for the period of notice not worked and may withhold any period of notice from the team member's final pay (not including annual leave payments).
- (c) Harris Scarfe may decide to terminate a team member's employment prior to the end of the notice period. If so, the team member will be paid for the notice period in lieu of notice at the full rate of pay for the hours the team member would have worked had their employment continued to the end of the minimum period of notice.
- (d) If a team member is over 45 years of age and has had at least 2 years continuous service they will receive an extra 1 weeks' notice.
- (e) Any team member who is guilty of serious misconduct may be instantly dismissed and will only be paid up to the time of dismissal.
- (f) If a team member fails to return Harris Scarfe property or owes Harris Scarfe money, Harris Scarfe have the right to withhold termination payments until such time as the Harris Scarfe property is returned or an arrangement for the return of the property or payment of the money has been agreed in writing.

#### Team Member Notice

- (g) A permanent team member with less than 1 years continuous service is required to provide 1 weeks notice of termination. A permanent team member with more than 1 years continuous service is required to provide 2 weeks notice of termination.

#### Job Search

- (h) Where Harris Scarfe has given notice of termination to a team member, the team member be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the team member after consultation with Harris Scarfe.

## 8.2 Payment of Wages

- (a) Wages will be paid fortnightly by way of electronic funds transfer in arrears. The transfer will be made within 4 days of the end of the pay period and Harris Scarfe will pay any costs associated with such transfer.
- (b) Termination payments will be made by way of electronic funds transfer within 4 days of the end of the termination pay period and Harris Scarfe will pay any costs associated with such transfer.

## 8.3 Termination, Change and Redundancy

- (a) Harris Scarfe will comply with the National Employment Standard's Redundancy division should it be necessary to make any positions redundant.

## 8.4 Supported Wage

A team member may be engaged on the Supported Wage System in accordance with relevant conditions set by the Fair Work Commission.

## 8.5 Dress Code and Appearance Standards

- (a) Harris Scarfe takes great pride in its professionalism. Team members must always present themselves for and during work in a professional and business-like manner to a standard that is acceptable to Harris Scarfe.
- (b) Where Harris Scarfe requires a team member to wear a uniform Harris Scarfe will pay a laundry allowance of \$1.25 per shift for a part time team member or casual team member, \$6.25 per week for a full time team member.
- (c) If a team member does not meet these requirements they may be directed to not start or cease work, without pay, until such time as the team member meets the required standard.

### Protective Clothing

- (d) Supply of tools for team members: Harris Scarfe will provide the tools necessary for team members to perform all work required by Harris Scarfe to be done.
- (e) Protective clothing: if it is necessary for a team member to wear protective clothing it will be provided by Harris Scarfe, at no cost to the team member. Such clothing will remain the property of the Harris Scarfe. Harris Scarfe will launder and maintain protective clothing on a regular basis.

## 8.6 Individual Flexibility Arrangement

- (a) Harris Scarfe and a team member may agree on an individual flexibility arrangement (IFA).
- (b) An IFA will only be about permitted matters and 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) Harris Scarfe and a team member may agree to make an IFA to 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; and
  - (ii) Overtime 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 Harris Scarfe 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 Harris Scarfe and the team member;
  - (iv) Detail on how the IFA will mean the team member is better off overall in relation to the individual team member's terms and conditions of employment;
  - (v) The date the IFA commences to operate; and

- (vi) Signatures from Harris Scarfe 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 signed IFA will be provided to the team member by Harris Scarfe within 14 days of the IFA having been signed.

## 8.7 Workplace Consultation

- (a) Harris Scarfe will consult with a team member about any major workplace changes that is likely to have a significant effect on the team member.
- (b) Significant effect includes:
  - (i) The termination of the employment of team members;
  - (ii) Major change to the composition, operation or size of the Harris Scarfe's workforce or to the skills required of team members;
  - (iii) The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - (iv) The alteration of hours of work;
  - (v) The need to retrain team members;
  - (vi) The need to relocate team members to another workplace; or
  - (vii) The restructuring of jobs.
- (c) A team member will be entitled to have representation for the purposes of consultation regarding the major workplace change.
- (d) Harris Scarfe 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. Harris Scarfe will give prompt consideration to matters raised by team members and/or their representatives in relation to the changes.
- (e) Harris Scarfe will commence discussions as early as practicable after a definite decision has been to make the major changes.

## 8.8 Abandonment of Employment

- (a) If a team member does not report to work for 3 consecutive shifts, excluding approved Leave absences, Harris Scarfe will be entitled to assume the team member has abandoned their employment. As a result the team member will be deemed to have resigned their employment without notice effective from their last shift or their last authorised shift of absence, whichever is the latter.
- (b) A team member terminated due to abandonment of employment will be re-employed by Harris Scarfe if they have a genuine reason for not contacting Harris Scarfe to inform the company of their inability to attend work.

## 8.9 Suspension of Employment

- (a) If on reasonable grounds Harris Scarfe suspects that a team member has been involved in serious misconduct Harris Scarfe may, if an investigation is required, suspend the team member on full pay in order that Harris Scarfe can properly investigate the alleged serious misconduct. No suspension will take place without the approval of the GM Operations or People & Culture Director.
- (b) If a team member is suspended the team member is not to attend or contact any Harris Scarfe workplace during the investigation without the consent of the GM Operations or People & Culture Director. 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.

## 8.10 SDA Notices

The SDA may post authorised union notices on Harris Scarfe team member noticeboards providing Harris Scarfe have been advised in advance of the proposed posting of the notice.



## 8.11 Equal Employment Opportunity

Harris Scarfe and the SDA agree to meet twice every year, at a national level, to discuss matters related to equal employment opportunities.

## 8.12 Savings Provisions

### Required Starts

- (a) Any full time team member working less than 20 starts in a 4 week cycle will not be required to work a 20 day, 4 week cycle. A team member may mutually agree to work a 20 day, 4 week cycle.

### Part Time Hours

- (b) A part time team member employed prior to the commencement of this Enterprise Agreement with minimum contract hours of 12 hours per week will not have their current contract hours reduced to the new part time team member minimum in this Enterprise Agreement unless the team member specifically requests to do so.

### Victoria Accident Make Up Pay


- (c) A team member employed in Victoria at the commencement of this Enterprise Agreement will, following an injury in the course of employment with Harris Scarfe where the team member receives worker's compensation under the applicable Victorian legislation, then that compensation payment will be increased by Harris Scarfe to the amount of the usual weekly rate for the average rostered hours worked by the team member at the time of the accident. This payment made by Harris Scarfe will be limited to a maximum of 39 weeks. The provisions of this clause shall not apply in respect of any injury during the first 7 consecutive days (including non-working days) of incapacity.

## Part 9 Harris Scarfe Wage Rates Tables

<u>Harris Scarfe Wage Rates Table</u>		
	<u>Permanent</u>	<u>Casual</u>
	<u>Ordinary Hourly Rate of Pay</u>	<u>Base Hourly including casual loading</u>
21 yrs and over	\$20.1105	\$25.1382
20 years, > 6 months service	\$20.1105	\$25.1382
20 years, < 6 months service	\$18.0995	\$22.6243
19 years	\$16.0884	\$20.1105
18 years	\$14.0774	\$17.5967
17 years	\$12.0663	\$15.0829
16 years	\$10.0553	\$12.5691
15 years and under	\$9.0497	\$11.3122

## Signature Section

### Signed for Harris Scarfe Pty Ltd:

  
..... (Signature)

19/09/2017  
..... (Date)


**Graham Dean**

**CEO**

**Address:**

Level 1, Building 8, 576 Swan Street, Richmond, Vic

In the presence of:

  
..... (Signature)

19th Sept 2017  
..... (Date)

**Teresa Gallo**


**People & Culture Director**

**Address:**

Level 1, Building 8, 576 Swan Street, Richmond, Vic

### Signed by SDA:

Juha FOX  
..... (Print Name)

  
..... (Signature)

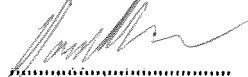
20/9/17  
..... (Date)

**Address:**

Level 6, 53 Queen Street, Melbourne, Victoria

In the presence of:

Dominic Macken  
..... (Print Name)

  
..... (Signature)

20/9/17  
..... (Date)

**Address:**

Level 6, 53 Queen Street, Melbourne, Victoria

AN AUSTRALIAN LEGAL PRACTITIONER  
WITHIN THE MEANING OF THE  
LEGAL PROFESSION UNIFORM LAW (VICTORIA)

**A. J. MACKEN & CO.**

11TH FLOOR  
53 QUEEN STREET  
MELBOURNE VIC 3000

In the Fair Work Commission  
At Melbourne

FWC Matter Number: AG2017/4321

7 February 2018

### Harris Scarfe Enterprise Agreement 2017

Pursuant to section 190 of the Fair Work Act 2009 (Cth) (the Act) and Regulation 2.07 of the Fair Work Regulations 2009 (Cth), PSEA Dept. Stores Pty Ltd provides the following written undertakings, which applies to the Harris Scarfe Enterprise Agreement 2017 (the enterprise agreement) in respect of employees covered by the enterprise agreement.

1. Clause 8.8 of the enterprise agreement will operate subject to section 117 of the Act.
2. Clause 8.1(f) of the enterprise agreement will operate subject to section 324 of the Act.
3. The enterprise agreement only covers employees performing the work of level 1 of the General Retail Industry Award 2010 (MA000004).
4. In place of enterprise agreement clause 5.4(b)(ii), a team member may be rostered to work up to a maximum of nine ordinary hours on any day, provided that for one day per week a team member can be rostered for 11 hours.
5. In place of agreement clause 5.6(a) of the enterprise agreement: "Voluntary team member training, on a stand-alone paid shift for a minimum of 2 hours, may be offered to an employee on no more than four occasions per calendar year".
6. In place of agreement clause 5.6(c) of the enterprise agreement: "Team member meetings of up to 60 minutes may be called by Harris Scarfe with one week's notice up to 6 times per calendar year. These meetings will be voluntary. All time in attendance at these meetings will be paid for a minimum of 1 hour and Harris Scarfe will endeavour to conduct these meetings immediately before, during or immediately after a team member's shift".
7. In place of enterprise agreement clauses 5.7(g) and (h), a team member may take time off in lieu of overtime on the following basis:
  - (a) Harris Scarfe and an employee may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
  - (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.
  - (c) Time off must be taken:
    - (i) Within the period of 6 months after the overtime is worked; and
    - (ii) At a time or times within that period of 6 months agreed by the employee and Harris Scarfe.
  - (d) If the employee requests at any time, to be paid for overtime covered by an agreement under paragraph 7(a) but not taken as time off, Harris Scarfe will pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
  - (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph 7(c) Harris Scarfe will pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- (f) Harris Scarfe will not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
  - (g) An employee may, under section 65 of the Fair Work Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by Harris Scarfe and the employee, instead of being paid for overtime worked by the employee. If the Harris Scarfe agrees to the request then paragraph 7(a) will apply for overtime that has been worked.
  - (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which paragraph 7(a) applies has not been taken, Harris Scarfe will pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
8. In place of enterprise agreement clause 5.7(e)(iii), overtime on a public holiday will be paid at 250% of the team member's ordinary hourly rate of pay (275% for a casual team member).
  9. In place of the wording "or the award level 1 Sunday dollar amount whichever is the higher" in the penalty rate table at clause 4.4 of the enterprise agreement, the wording "or the award level 1 Sunday dollar amount plus 1 cent, whichever is the higher".
  10. In place of the wording at clause 7.1(d): "After consultation between Harris Scarfe and the team member Harris Scarfe may require a team member to take annual leave, by giving at least 8 weeks' notice but no more than 12 months' notice, where more than 8 weeks of leave is accrued".
  11. Where a team member is required by Harris Scarfe to move temporarily from one store to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by Harris Scarfe.
  12. A team member 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. Where Harris Scarfe provides transport from a pick up point, a team member will be paid travelling time for all time spent travelling from such pick up point and returning to such pick up point. 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.
  13. Where Harris Scarfe transfers a team member from one township to another, Harris Scarfe will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the team member and the team member's family.
  14. Where a team member commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the team member's regular means of transport is not available and the team member is unable to arrange their own alternative transport, Harris Scarfe will reimburse the team member for the cost of a taxi fare from the place of employment to the team member's usual place of residence. This will not apply if Harris Scarfe provides or arranges proper transportation to and/or from the team member's usual place of residence, at no cost to the team member. Provided always that a team member may elect to provide their own transport.
  15. Where a one-off roster change is made in accordance with enterprise agreement clause 5.2(f), the team member will be given the roster change electronically.

Signed for and on behalf of PSEA Dept Stores Pty Ltd:

..... (Signature)

7/2/2018 (Date)

Teresa Gallo

7 February 2018

People and Culture Director

Address: Level 1, Building 8, 576 Swan Street, Richmond, Victoria

Who is duly authorised to sign this undertaking for the Harris Scarfe Enterprise Agreement 2017 on behalf of the company

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## 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.