

# ACTION SUPERMARKETS PTY LTD AGREEMENT 2004

## PART 1

### 1.1 TITLE

This agreement is to be known as the Action Supermarkets Pty Ltd and SDA Agreement 2004 ("this Agreement").

### 1.2 ARRANGEMENT

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### 1.3 PARTIES AND APPLICATION

This Agreement shall be binding on:

Action Supermarkets Pty Ltd ("the Company"), and  
the Shop, Distributive and Allied Employees' Association ("the SDA"),  
and  
all employees engaged who are covered by the classifications in this Agreement ("the employees") other than those employees engaged at North Queensland stores.

#### **1.4 LIFE OF THE AGREEMENT**

This Agreement will commence on and from 1 November 2004 and will continue until 31 October 2007.

#### **1.5 REPLACEMENT AND STATUS**

1.5.1 This Agreement shall replace the following Agreements:

- Action Supermarkets Pty Ltd Agreement 2002
- Action Supermarkets (WA) Pty Ltd and Shop Distributive and Allied Employees' Association Agreement 2003

1.5.2 This Agreement shall prevail over terms and conditions of employment specified in a State Law, State Awards or State employment agreements.

1.5.3 This Agreement shall prevail over an award or order of the Commission.

1.5.4 No decision of the Commission in relation to wage increases or other conditions of employment shall be incorporated into this Agreement unless the parties mutually agree.

1.5.5 No employee will suffer a reduction in rates of pay as a result of the making and operation of this Agreement.

#### **1.6 COMMITMENT**

1.6.1 The Company is committed to maximising full-time and part-time employment wherever possible provided that the Company retains reasonable flexibility to meet its operational needs.

1.6.2 The SDA commits to strongly urge all casual employees to convert to permanent part-time or full-time employment wherever this is offered by the Company.

1.6.3 The Company is committed to provide employment opportunity and training as contained in Part 8 Training and Related Matters.

#### **1.7 ANTI DISCRIMINATION**

1.7.1 It is the intention of the parties to achieve the principle object in paragraph 3(j) of the Workplace Relations Act 1996, which is to respect and value the diversity of all employees by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, trade union membership, national extraction or social origin; and

1.7.2 Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement and the outcomes of that procedure will be non-discriminatory; and

1.7.3 Nothing in this clause is taken to affect:

- (a) The payment of junior rates of pay until such date as determined by the Commission;
- (b) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

- (c) Any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, Territory or State legislation;
- (d) An employee, the Company or the SDA pursuing matters of discrimination in any State or Federal jurisdiction.

#### **1.8 EQUAL EMPLOYMENT OPPORTUNITY**

1.8.1 The Company is totally committed to providing equal employment opportunity for every employee in all spheres of employment, and to providing equal pay for work of equal value.

1.8.2 The Company is also totally committed to providing an environment in which employees can work without distress or interference caused by harassment (including sexual harassment).

1.8.3 The Company will comply with all relevant legislation.

1.8.4 The Company also undertakes to develop, implement and periodically review, a nationally applicable equal employment opportunity policy and grievance procedures, and harassment policy (which includes sexual harassment) and grievance procedures in conjunction with the SDA.

1.8.5 All employees will be provided with a copy of each policy and be appropriately trained by the Company in the principles and procedures in relation to equal employment and sexual and other forms of harassment.

#### **1.9 INAPPROPRIATE BEHAVIOUR**

1.9.1 It is the responsibility of every employee who sees or hears inappropriate behaviour to report it to their Store Manager. The Company acknowledges that the employee may also wish to seek advice or assistance from the SDA.

1.9.2 Inappropriate behaviour may include the following:

- sexual harassment;
- discrimination;
- workplace bullying;
- intimidation;
- humiliating or degrading a fellow employee;
- verbal abuse;
- abuse of power or authority; or
- alienation of fellow employees.

1.9.3 The Company is committed to ensuring that all employees are treated with sensitivity and respect. Employees are entitled to a workplace that is free from all forms of harassment and unlawful discrimination.

#### **1.10 DEFINITIONS**

"North Queensland stores" means those stores situated within the boundaries commencing at the sea coast at 24 degrees 30 minutes of south latitude; thence by that parallel of south latitude bearing true west to 151 degrees of east longitude; thence by that meridian of east longitude bearing true south to 25 degrees of south latitude; thence by that parallel of south latitude bearing true west to the western border of the State of Queensland; thence by that border bearing true north to the sea coast; thence by the sea coast to the point of commencement, and including those islands adjacent to the sea coast, excluding the Local Government Areas of Rockhampton and Gladstone.

"First-aid officer" means an employee having a current St. John Ambulance Senior Certificate or its equivalent who is appointed to the position by the Company. A first-aid officer shall be on duty and readily available to attend to any injuries sustained by an employee during working hours.

"WA extended trading hours stores" means a store in WA where trading hours are legally extended to include 5 nights of late trading per week to at least 9 pm and/or a store where it is legal to trade regularly on a Sunday.

"Commission" means the Australian Industrial Relations Commission.

## **PART 2 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **2.1 DISPUTES PROCEDURE**

2.1.1 Should a dispute or grievance arise at a workplace, the following procedure shall be followed:

- (a) An aggrieved employee shall, in the first instance, raise the matter of dispute with the workplace management who shall address the dispute or grievance as soon as possible but shall not leave it for longer than 48 hours.
- (b) If the dispute or grievance is not resolved within 48 hours the matter may be referred to the SDA delegate, or SDA workplace representative, who shall discuss the matter with the workplace management.
- (c) If the dispute or grievance is still not resolved then the matter shall be referred to a SDA organiser and to the next level of management in an attempt to resolve the matter.
- (d) If the SDA organiser and higher management are unable to resolve the matter within 48 hours of its referral to them, then the matter shall be referred to the Human Resources Manager or their nominee, and the relevant Branch Secretary of the SDA or their nominee.

2.1.2 Whilst the above steps are being followed work shall continue as normal at the workplace and the status quo prior to the matter in dispute arising shall continue. Provided that no employee shall be required to continue work as normal where there is a genuine risk to health or safety.

2.1.3 If the above procedure does not resolve the dispute or grievance, it is open to either party to refer the matter to the Commission for conciliation or arbitration if necessary.

### **2.2 SECURITY GUIDELINES**

Security guidelines are provided for in Schedule 6 of this Agreement.

### **2.3 DISCIPLINARY PROCEDURE**

2.3.1 The Company shall adopt a disciplinary procedure with the emphasis of attempting to assist an employee to maintain appropriate standards of performance, conduct and attitude, and to contribute to a safer work environment.

2.3.2 The Company may take one or any combination of the following kinds of disciplinary action depending on the seriousness of the offence or situation:

- Counselling/verbal warning;

- Written warning;
- Final warning;
- Suspension;
- Dismissal.

2.3.3 Where it is deemed necessary to counsel/officially warn an employee, the name of the employee, manager and the witnesses will be recorded on an Employee Interview Form.

2.3.4 It is agreed by the parties that where such counselling or warning interviews are to take place, that the employee being counselled shall have the right to have present, a witness of their choice. The employee shall be advised of this right before the counselling or warning interview commences. The process of the employee selecting a witness of their choice cannot be used to inordinately delay the process. This proviso will not be used by managers to deny employees the witness of their choice.

2.3.5 The employee being counselled may waive their right to have a witness present through such an interview. Should the employee being counselled not wish the SDA Delegate or independent witness to be involved in this way, this will be noted on the Employee Interview Form and signed by the manager and the employee being counselled.

2.3.6 Where it is deemed necessary to counsel an employee, the employee will be advised of management concerns, the required action including retraining if necessary and the time frame to remedy such concerns. A written record of the counselling session shall be made and the employee shall be provided with a copy of this record. The employee concerned will be given the opportunity to respond to the concerns raised by management within the counselling session. The counselling session may be adjourned at the request of the employee in order to seek advice prior to giving a response.

2.3.7 A written warning may be given either when a counselling /verbal warning has failed or where the offence is so serious that a verbal warning would not be adequate. The warning shall be recorded in writing on an Employee Interview Form and signed by the manager, relevant witnesses and the employee being warned. Should the employee being warned refuse to sign the Employee Interview Form the manager and the witnesses shall make note of this refusal to sign. A copy of this form shall be made available to the employee being warned.

2.3.8 The employee concerned will be given the opportunity to respond to concerns raised by management within the interview session. The employee may consult (in private) with their witness prior to responding.

2.3.9 Should a second official warning be warranted, the same procedure as for the first warning should be followed. The employee will also be informed that should a third warning be warranted, dismissal may occur.

2.3.10 At all times throughout the counselling and warning procedure, both parties will be able to access the Disputes Procedure of this Agreement.

2.3.11 In special circumstances where serious and wilful misconduct has or appears to have occurred, an employee may be suspended with pay for a period specified in writing, pending an investigation of the alleged offence. This suspension is without prejudice to the employee whose conduct is subject to inquiry. The relevant SDA delegate shall be notified of the reasons why this action has been taken by management.

2.3.12 In the case of serious and wilful misconduct or in the case of an employee who, after having a final written warning, commits an offence similar to that which incurred the final written warning or unreasonably fails to

implement agreed changes to their work performance following a final written warning, the Company shall conduct a dismissal interview. The employee who is the subject of a dismissal interview will be given the opportunity to respond to the alleged reasons for such dismissal. The interview session may be adjourned at the request of the employee in order to seek advice prior to giving a response. The record of such dismissal interview will be recorded in writing on an Employee Interview Form and signed by the manager and relevant witness, and a copy provided to the employee being dismissed.

## **2.4 INTRODUCTION OF CHANGE**

Introduction of Change is provided for in Schedule 4 of this Agreement.

## **PART 3 TERMS & CONDITIONS OF EMPLOYMENT**

### **3.1 ENGAGEMENT**

3.1.1 Upon engagement an employee will be informed by the Company of their basis of employment, i.e. full-time, part-time, casual or temporary.

3.1.2 All new employees will be placed on a 3 month probationary period and their continuing engagement will be confirmed or otherwise at the end of the 3 month period.

The probation period is to take into account the number of hours worked by a casual employee during any prior service.

3.1.3 Upon engagement, any employee who is requested to do so must provide the Company with proof of age.

3.1.4 Upon engagement, all non-casual employees must be given a roster as per clause 5.3.4. Existing employees shall be given a roster as above as soon as practicable after the commencement date of this Agreement.

3.1.5 Casual employees shall be told the starting and finishing time of work prior to each start.

3.1.6 An employee not attending for work, except as provided elsewhere in this Agreement, shall lose their pay for the actual time of such non-attendance.

3.1.7 If machinery breaks down or there is a stoppage of work in another part of the business that means that the Company is not able to usefully engage an employee, the Company must notify the SDA prior to taking any steps to apply to the Commission for the right to stand down such employee. Any time that the employee is on stand down will be deemed to be continuous service for the purposes of this Agreement.

#### **3.1.8 Continuity of Service**

An employee's continuity of employment shall not be deemed to have been broken by any of the following:

- (a) absence from work on leave granted by the Company; or
- (b) the employee having been dismissed by the Company, or the employee having terminated their employment with the Company, for any period not exceeding three months after which the Company re-employs the former employee.

### **3.2 FULL-TIME EMPLOYEES**

3.2.1 "Full-time employee" means a weekly employee who works 38 ordinary hours per week, or 76 ordinary hours averaged over a 2 week cycle, or 152 ordinary hours averaged over a 4 week cycle.

3.2.2 The maximum ordinary hours worked in any week shall be 48 without the payment of overtime for employees employed on a 2 week or 4 week cycle.

3.2.3 The minimum daily engagement is 4 hours. Except in WA, the maximum daily engagement is 10 ordinary hours. In WA, the maximum daily engagement is 9 hours (exclusive of meal breaks), provided that on two shifts in any week, an employee may be rostered to work up to a maximum of 10.5 hours (exclusive of meal breaks).

### **3.3 PART-TIME EMPLOYEES**

3.3.1 "Part-time employee" means an employee who may be rostered to work:

- (a) A minimum of 10 ordinary hours and a maximum of 32 ordinary hours per weekly cycle; or
- (b) A minimum of 20 ordinary hours and a maximum of 64 ordinary hours per 2 week cycle; or
- (c) A minimum of 40 ordinary hours and a maximum of 128 ordinary hours per 4 week cycle.

3.3.2 The maximum ordinary hours worked in any week shall be 38 (32 in the case of WA) without the payment of overtime for employees employed on a 2 week or 4 week cycle. In WA a part-time employee may be rostered to work a maximum of 38 ordinary hours in any week or weeks in December and in the week prior to and after Easter.

3.3.3 The minimum daily engagement is 3 hours. Except in WA, the maximum daily engagement is 10 ordinary hours. In WA a part-time employee may be rostered to work up to 10 ordinary hours on two days in any week with a maximum of 8.5 ordinary hours on any other day in the week.

3.3.4 A part-time employee shall receive the same conditions as a full-time employee on a pro rata basis according to the number of hours the employee works.

3.3.5 A part-time employee shall work consecutive hours, when rostered to work (apart from any authorised break, including meal breaks or rest pauses).

3.3.6 Where there is a business need, the total number of hours worked by a part-time employee may be reduced by 20% in any calendar year, provided that such reduction shall not reduce the number of ordinary hours below the minimum levels set in this Agreement.

Any such reduction of hours will take place only after existing casual hours in the relevant department and shift have first been reduced. Provided that in order to avoid the need to reduce a part-time employee's hours, such part-time employee shall be offered hours currently worked by casual employees including those on days/shifts not currently worked by such part-time employee.

A part-time employee will receive 4 weeks notice of such reduction in writing, and should be given the first choice of additional hours when they next become available, ahead of any current or new part-time or casual employee.

Should a further business need arise at an individual store that has already had part-time hours reduced which suggests that further reductions are

necessary within the same calendar year the Company will consult with the SDA and employees to determine how the business needs may be met consistent with the terms of this Agreement.

3.3.7 A part-time employee, including a temporary part-time employee, who is unable to perform meaningful work due to the late arrival of a delivery truck may be directed by the Company to delay their commencement time of work by up to 3 hours provided:

- (a) the employee is given at least 2 hours notice before their rostered starting time; and
- (b) the later starting time does not reduce the number of rostered hours which the employee was required to work but for the late start; and
- (c) the later starting time and finishing time does not interfere with the employee's genuine family responsibility or genuine existing sporting commitment.

3.3.8 Part-time Flex up

- (a) A part-time employee may agree to work additional hours. These hours will be called "flex up" hours and will be subject to the following:

<u>Roster Cycle</u>	<u>Maximum Flex Up</u>
One Week	Up to 32 hours
2 Weeks	Up to 38 hours per week but not more than 64 hours in 2 weeks
4 Weeks	Up to 38 hours per week but not more than 128 hours in 4 weeks

- (b) Flex up is paid at ordinary time (plus appropriate penalties if applicable).
- (c) Flex up will accrue leave entitlements.
- (d) Any additional hours which become available shall where practicable, first be offered to part-time employees employed in the store where the additional hours arise.

3.3.9 Increase in Core Hours

A part-time employee's core hours may be increased each year by the average number of flex up hours worked over the previous year, where the employee requests such an increase and where the increase is mutually agreed between the employee and the Company.

### **3.4 TEMPORARY EMPLOYEES**

3.4.1 "Temporary employee" means an employee who is engaged on a full-time or part-time basis for specific periods of not more than 52 weeks and not less than 2 weeks, provided that those periods do not run consecutively. Provided that the maximum length of engagement of a temporary employee may be up to 78 weeks where the temporary employee is engaged to relieve an employee who is taking parental leave for such a period.

3.4.2 A temporary employee shall receive all the benefits which apply to an employee and shall be paid a proportionate annual leave entitlement at the

time of termination. Other leave entitlements shall be calculated on a pro rata basis.

3.4.3 Notwithstanding anything else contained in the Agreement, a temporary employee who claims personal leave entitlements in the first 4 weeks of engagement shall not be paid for such entitlement unless the employee remains employed with the Company for 6 weeks or more.

3.4.4 Clauses 3.4.2 and 3.4.3 above, do not apply to a part-time employee who has transferred to a position of temporary full-time work under this clause.

3.4.5 Prior to commencement of a period of temporary employment, the employee shall be advised in writing of the nature of work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of the temporary employment in the form of a roster.

3.4.6 It shall be voluntary for an existing employee to accept temporary full-time or part-time employment.

3.4.7 An employee who accepts a change to temporary employment shall not be disadvantaged in respect to their terms and conditions of employment.

3.4.8 Where an existing employee varies their employment contract to a temporary employment contract, such an employee shall, at the conclusion of the temporary period, revert to a position of employment which is no less advantageous to the employee than that which existed immediately prior to the temporary employment. To this end, part-time employees who transfer to a full-time temporary position will be provided with written confirmation of their part-time hours of work prior to commencing their full-time contract.

3.4.9 Any temporary employment in the case of an employee already in employment with the Company shall be continuous for all purposes of this Agreement including length of service.

3.4.10 Temporary full-time and part-time employees will be subject to the terms and conditions of employment which apply to full-time and part-time employees respectively.

3.4.11 Where temporary employment is offered and accepted by persons already in the employ of the Company, those employees shall not lose any rights they may have under Part VIA Division 3 of the Workplace Relations Act 1996.

### **3.5 CASUAL EMPLOYMENT**

3.5.1 Subject to operational requirements, casual employees shall not be used as a substitute for more secure employment nor as a substitute for full-time employment where this is available.

3.5.2 A casual employee shall not be restricted to 5 starts per week, but may be engaged for up to 6 starts per week, provided that such additional starts are not part of a regular pattern but arise from the genuine use of the casual to fill in for absences or cover unexpected high workloads.

3.5.3 A casual employee shall not work less than 3 hours on any one start and shall be paid for the equivalent of 3 hours work whether the employee works such hours or not.

Provided that, for the first two engagements of employment, a new casual employee may be engaged for a minimum of 2 hours if these engagements are for the purpose of training only.

3.5.4 A casual employee shall be paid a loading of 20% (subject to Schedule 1) in addition to the ordinary rate for all hours worked during ordinary hours and this shall include the annual leave component but the casual employee shall not receive a penalty upon a penalty.

3.5.5 A casual employee required to work overtime on a day on which a higher hourly rate than the ordinary casual hourly rate applies, shall be paid the higher rate for the time so worked but shall not receive the casual loading in addition to the higher rate.

**3.6 STOCKTAKE**

3.6.1 Full-time or part-time employees, who are not part of the stocktake team, may be required to work during stocktake period, no more than 4 times per year, provided that they are given at least 14 days notice.

3.6.2 An employee who has been notified that they are required to work overtime during the stocktake period may be exempted provided the employee has genuine hardship and the genuine hardship is acceptable to the Company.

3.6.3 Any dispute arising on what shall constitute genuine hardship shall be determined in accordance with the disputes settlement procedure.

3.6.4 In Queensland, an employee shall not be rostered to commence work more than one occasion on any day except for stocktake. Any second work period must be voluntary with a minimum 4 hours break between the cessation of the first work period and the commencement of the second work period on the day. Full-time employees cannot be required to work a second period.

**3.7 STOCKTAKERS - QUEENSLAND ONLY**

Provisions for stocktakers in Qld are provided for in Schedule 7 of this Agreement.

**3.8 TERMINATION**

3.8.1 For serious offences, termination shall be by summary dismissal and no notice shall be given.

3.8.2 Probationary employees may have their employment terminated by the giving of 1 day's notice at any time during the probationary period by either party.

3.8.3 A casual employee shall terminate at the conclusion of each shift.

3.8.4 Subject to 3.8.1 and 3.8.2 above, the Company and an employee in Queensland and New South Wales may terminate employment by giving notice or payment in lieu of notice in accordance with the table below. An employee over 45 years of age who resigns shall not be required to give the additional week of notice:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>	<u>Over 45 years of age</u>
Less than 3 months	1 day	1 day
3 months or more but less than 1 year	1 week	2 weeks
1 year or more but less than 3 years	2 weeks	3 weeks
3 years or more but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

3.8.5 The notice of termination required to be given by an employee in a State or Territory other than Queensland and New South Wales shall be one week where the employee has more than 3 months but less than 5 years service and 2 weeks where the employee has 5 or more years service. Where a full-time or part-time employee gives notice to terminate, the Company and the employee may agree to waive a part or all of the notice period in which case no payment shall be made for that part of the notice period which was agreed to be waived.

3.8.6 A temporary employee shall not be entitled to a notice period provided the employee was advised at the time of engagement of the date upon which the employee's services would be terminated.

3.8.7 A temporary employee shall be entitled to receive notice in accordance with clause 3.8.4 if employment is terminated before the agreed end date for the temporary employment period.

3.8.8 At all times the Company shall be fair and reasonable towards an employee whose employment is in jeopardy.

3.8.9 An employee who has been employed for at least 3 months will on termination be entitled at their request, to a statement in writing containing the date when the employment began and the date of termination.

3.8.10 An employee who is terminated and ceases employment on the day before a public holiday, except for serious misconduct, shall be paid for the public holiday, provided the employee would normally have been rostered for work on such day except for the termination.

3.8.11 An employee terminated by the Company shall be notified of such termination in writing.

3.8.12 Termination of employment by the Company shall not be harsh, unjust or unreasonable, whether notice has been given to the employee or not. Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

3.8.13 In the event of a dispute arising from the operation of this clause, the matter should be dealt with in accordance with the provisions of clause 2.1 - Disputes Procedure.

### **3.9 REDUNDANCY**

3.9.1 Where the Company has made a definite decision to introduce a major change in organisation, structure or technology into a store or other place where employees subject to this Agreement are engaged and the decision is likely to have significant effects on such employees, the Company shall notify the employees likely to be affected and the relevant Branch Secretary of the SDA and shall:

- (a) commence discussions with employees and the relevant Branch Secretary of the SDA as soon as is practicable after a definite decision has been made;
- (b) tell the employees affected and the SDA:
  - (i) the nature of the changes;

- (ii) the effects the changes are likely to have on employees; and
- (iii) what measures will be taken to avert or mitigate the adverse effects of such changes on employees, and
- (iv) give prompt consideration to matters raised by the employees or SDA in relation to the changes.

3.9.2 "Significant Effects" include redundancy, major changes in the composition, operation or reduction in the number of employees engaged or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours outside of those provided for in this Agreement, the need for retraining or transfer of employees to other stores and the restructuring of jobs arising from the making of the decision.

3.9.3 Employees whose positions are made redundant shall be entitled to receive the following severance payments:

<u>YEARS OF SERVICE</u>	<u>UNDER 45 YEARS</u>	<u>45 YEARS AND OVER</u>
Less than 1 year	Nil	Nil
1 year and less than 2	4 weeks	5 weeks
2 years and less than 3	7 weeks	8.75 weeks
3 years and less than 4	10 weeks	12.5 weeks
4 years and less than 5	12 weeks	15 weeks
5 years and less than 6	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

3.9.4 An employee made redundant will be given notice in accordance with clause 3.8.4 in addition to severance pay, other than where the redundancy is due to technological change, where the employee will be entitled to 3 months notice.

3.9.5 For the purposes of this clause an employee's position is redundant if the job which the employee was performing is to no longer be performed or has been altered to incorporate additional skills or lesser skills than were required of the employee performing the job.

3.9.6 If the Company obtains acceptable alternative employment for an employee made redundant, the Company may seek an order from the Commission that a lesser amount than that provided for in the table above, or that no payment be made to the employee.

3.9.7 During the period of notice for an employee to be made redundant the employee shall be allowed up to 1 day's time off without loss of pay during each week of notice, to a maximum of 5 days off, for the purpose of seeking other employment.

3.9.8 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

3.9.9 The Company may make payment in lieu of the notice to an employee to be made redundant or the Company may work the employee part of their notice period and pay the employee the balance of the notice period in lieu.

3.9.10 The period of notice required by this clause to be given shall be deemed to be service with the Company for the purposes of the appropriate long service leave and annual leave provisions.

3.9.11 Where a decision, as in clause 3.9.1, has been made to terminate employees, the Company shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

3.9.12 "Weeks pay" means the employee's ordinary time rate of pay as at the date of termination.

3.9.13 Should the Company claim an incapacity to pay, then subject to an application by the Company and an order of the Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained at clause 3.9.3 above.

3.9.14 Should the Company make an application as at clause 3.9.13 above, the Commission shall have regard to such financial and other resources of the Company as the Commission thinks relevant, and the probable effect that paying the amount of severance pay prescribed by clause 3.9.3 above will have on the Company.

3.9.15 Where an employee is transferred to lower paid duties arising from a decision pursuant to clause 3.9.1 above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Company may choose to make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

3.9.16 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

#### **PART 4 - WAGES AND RELATED MATTERS**

##### **4.1 CLASSIFICATION**

###### **4.1.1 Grade 1 Employee: New Shop Assistant**

- (a) A Grade 1 employee is a new shop assistant who has received formal Induction Training.
- (b) An employee at this grade performs routine duties essentially of a manual nature under direct supervision. These duties may include, but are not limited to:
  - (i) Stock replenishment
  - (ii) Customer service
  - (iii) Merchandising
  - (iv) Basic housekeeping duties
  - (v) Basic administrative tasks, incidental to the work of a shop assistant
  - (vi) Loss prevention procedures
  - (vii) Basic OHS procedures

- (c) At the completion of 6 months service a Grade 1 employee must automatically progress to the Grade 2 employee classification.
- (d) The relativity of this classification is 95% of the Grade 2 employee ordinary rate of pay.

#### **4.1.2 Grade 2 Employee: Shop Assistant**

- (a) A Grade 2 employee is an employee who has acquired the level of skills and relevant experience of a Grade 1 employee necessary to accept the level of responsibility required by the Company to be appointed as a Grade 2 employee.
- (b) An employee at this grade will be required to perform duties of a manual nature and must be willing and competent, as required by the Company to perform work under close supervision using their experience to make basic decisions for sign off by a higher classification. These duties may include, but are not limited to:
  - (i) Stock replenishment
  - (ii) Customer service
  - (iii) Merchandising
  - (iv) Basic housekeeping duties
  - (v) Basic administrative tasks, incidental to the work of a shop assistant
  - (vi) Loss prevention procedures
  - (vii) Basic OHS procedures
- (c) If a Grade 2 employee is appointed in writing to act in a higher classification for 1 week or more the employee will be paid at that classification's ordinary rate of pay (including loadings as appropriate) whilst so appointed.
- (d) Any Grade 2 employee who works regularly and systematically in a higher classification for part of their working week must be classified as a Grade 3 employee for the entire week whilst they continue to perform the higher duties.
- (e) The relativity of this classification is 100%.

#### **4.1.3 Grade 3 Employee: Skilled Shop Assistant**

- (a) A Grade 3 employee is an employee who has acquired the level of skills and relevant experience of a Grade 2 employee necessary to accept the level of responsibility required by the Company to be appointed as a Grade 3 employee.
- (b) An employee at this grade will be required to perform duties of a manual nature and must be willing and competent, as required by the Company to perform work under close supervision using their experience to make basic decisions for sign off by a higher classification. These duties may include, but are not limited to:
  - (i) Stock replenishment
  - (ii) Customer service
  - (iii) Merchandising
  - (iv) Basic housekeeping duties
  - (v) Basic administrative tasks, incidental to the work of a shop assistant
  - (vi) Loss prevention procedures
  - (vii) Basic OHS procedures

(c) To qualify for this grade an employee must be appointed to perform the following stipulated extra job duties or be appointed to perform duties that require Certificate level training:

- \* Back up duties to the Grade 4 classification \* First Aid Officer
- \* Back up duties to the Grade 5 classification \* Food Safety Officer
- \* Liquor License Holder

Provided that an employee will be classified as a Grade 3 employee if they perform any of the following duties as their primary or regular work function:

- (i) working in connection with a dairy cabinet/chiller; or
- (ii) working in a freezer room/cold chamber; or
- (iii) Working in a public dairy room.

(d) The Company will ensure that, in each store, a sufficient number of Grade 3 employees are appointed to back up duties for the Grade 4 and Grade 5 classifications.

(e) A Grade 2 employee who demonstrates "out performance" in fields of measurable work output, specialised skills, knowledge or customer service, within parameters agreed with the SDA, may be appointed to Grade 3 for the period for which such measured "out performance" is maintained.  
The Company and the SDA will consult and agree on the applicable parameters and procedures prior to this initiative being implemented.

(f) Where possible the Company will seek to fill vacancies in this Grade from its Grade 2 employees by advertising internally any Grade 3 positions that become vacant.

(g) If a Grade 3 employee is appointed in writing to act in a higher classification for 1 week or more the employee will be paid at that classification's ordinary rate of pay (including loadings as appropriate) whilst so appointed.

(h) The relativity of this classification is 102% of the Grade 2 employee ordinary rate of pay.

#### **4.1.4 Grade 4 Employee: Specialist Co-ordinators**

(a) A Grade 4 employee is an employee who has acquired the level of skills and relevant experience of a Grade 2 or 3 employee necessary to accept the level of responsibility required by the Company to be appointed as a Grade 4 employee.

(b) Grade 4 employee positions include but are not limited to:

- \* Appointed 2 IC's to the Manager positions in Grade 5
- \* Scanning Controller/Officer
- \* Stock Controller
- \* Administration Assistant/Office Administrator
- \* Storeperson/Back dock Receiver
- \* Freezer/Dairy Controller
- \* Workplace Health and Safety Officer (QLD and NSW only)
- \* General Merchandise Manager

(c) An employee at this grade will be required to have and retain the skills and responsibilities necessary to perform specialised technical duties, gained via structured Company training.

- (d) A Grade 4 employee will work under minimal supervision and be required to:
  - (i) Provide specialised technical advice and training
  - (ii) As directed delegate and supervise those within their Department
  - (iii) Make decisions on work processes within Company guidelines
  - (iv) Understand and apply basic OHS procedures
- (e) Where possible the Company will seek to fill vacancies in this Grade from its Grade 2 employees and Grade 3 employees by advertising internally any Grade 4 positions that become vacant.
- (f) If a Grade 4 employee is appointed in writing to act as a Grade 5 employee for 1 week or more the employee will be paid at that classification's ordinary rate of pay (including loadings as appropriate) whilst so appointed.
- (g) The relativity of this classification is 105% of the Grade 2 employee ordinary rate of pay.

#### **4.1.6 Grade 5 Employee: Department Managers**

- (a) A Grade 5 employee is an employee who has acquired the level of skills and relevant experience of a Grade 2, 3 or 4 employee necessary to accept the level of responsibility required by the Company to be appointed as a Grade 5 employee.
- (b) Grade 5 employee positions include but are not limited to:
  - \* Customer Service Manager
  - \* Duty Manager
  - \* Nightfill Manager
  - \* Seafood Manager
  - \* Produce Manager
  - \* Meat Manager
  - \* Deli Manager
  - \* Liquor Manager
  - \* Grocery Manager
  - \* Bakery Manager
- (c) An employee at this grade will be required to have and retain advanced skills and be capable of accepting a high level of responsibility. An employee at this grade must also be, and remain qualified in the internal store computer based systems relevant to their position and have a wide and in-depth knowledge of Company policies and procedures, gained via structured Company training.
- (d) Where possible the Company will seek to fill vacancies in this Grade from its Grade 2, 3 or 4 employees by advertising internally any Grade 5 positions that become vacant.
- (e) A Grade 5 employee is to complement and assist the Store Manager and Assistant Store Manager(s) and may be required to manage the store at any given time.
- (f) A Grade 5 employee will work under minimal supervision and be required to:
  - (i) Manage their Department and Department employees
  - (ii) Delegate and supervise those within their Department
  - (iii) Make decisions on work processes within Company guidelines
  - (iv) Coach and develop employees within their Department
  - (v) Understand and apply basic OHS procedures

- (g) The relativity of this classification is 110% of the Grade 2 employee ordinary rate of pay. Provided that where the Bakery Manager or Meat Manager is a tradesperson then the relativity is 110% of the tradesperson ordinary rate of pay.
- (h) Any Department manager who is paid 10% (15% as from 1 Nov 2006) more per week than the Grade 5 employee full-time weekly rate ("a relevant Grade 5 employee") may be employed by the Company on a salaried contract. The Company will not require a relevant Grade 5 employee to move onto a salaried contract. A relevant Grade 5 employee may elect not to go onto a salaried contract in which case their terms and conditions of employment will be those of this Agreement. Where a relevant Grade 5 employee is employed on a salaried contract the Company shall be entitled to offset any amounts paid under the relevant Grade 5 employee's salaried contract against any amounts payable under this Agreement over the course of any financial year.
- (i) Any employee covered by this Agreement who holds a key to a Company store must be classified as a Grade 5 employee or where in the case of a tradesperson be paid the tradesperson rate.

#### **4.1.7 Trade Qualified and Apprentice Butchers and Bakers**

- (a) A trade qualified butcher or baker is an employee who is engaged to work in a trade qualified position.
- (b) A tradesperson will not be required to perform work which is outside the normal duties of that trade except in the following circumstances:
- (c)
  - Where the employee is performing higher duties eg supervisor or manager.
  - Where the employee is undertaking light duties in accordance with an approved return to work program under relevant State or Territory Accident or Workers' Compensation legislation.
- (d) An apprentice butcher or apprentice baker is an employee indentured to perform the appropriate tasks and functions of that trade.
- (e) The Company, will reimburse an apprentice for all fees and levies relevant to the apprentice training. The apprenticeship training program and conditions will be in accordance with the appropriate State Training Authority or its agent although all other conditions of employment will be in accordance with this Agreement.
- (f) The Company will reimburse indentured apprentice butchers or apprentice bakers for fares reasonably incurred in attending college. If public transport is not reasonably available and the apprentice butcher or apprentice baker needs to use a private vehicle the apprentice butcher or the apprentice baker will be paid the difference between their Vocational Training Assistance Scheme rate (VTAS) and the travelling allowance in this Agreement.
- (g) Where an apprentice butcher or an apprentice baker is required to attend block release training at college they will be reimbursed by the Company the difference between the VTAS payments and the cost of reasonably comfortable accommodation and meals.
- (h) The Company will continue to ensure that all apprentices are provided with all the legally required supervision that they are entitled to pursuant to the relevant training legislation.

**4.2 ORDINARY RATE**

4.2.1 Ordinary rate shall mean the base rate of pay specified for a 38 hour week for the appropriate classification in Clause 4.1. The hourly rate will be the weekly rate divided by 38.

4.2.2 The ordinary rate shall be exclusive of all other allowances, loadings, penalties and overtime which shall be in addition to the ordinary rate.

4.2.3 The ordinary rate shall mean the appropriate junior rate when applied to a junior employee and shall mean the appropriate adult rate when applied to an adult employee.

**4.3 RATES OF PAY****4.3.1 ADULT RATES**

CLASSIFICATION	COMMENCEMENT OF AGREEMENT OR 1 NOV 2004	1 MAY 05	1 NOV 05	1 MAY 06	1 NOV 06	1 MAY 07
ALL STORES EXCEPT WA EXTENDED TRADING HOURS STORES						
GRADE 1	530.10	538.70	547.20	555.80	565.30	574.80
GRADE 2	558.00	567.00	576.00	585.00	595.00	605.00
GRADE 3	569.20	578.30	587.30	596.70	606.90	617.10
GRADE 4	585.90	595.40	604.80	614.30	624.80	635.30
GRADE 5	613.80	623.70	633.60	643.50	654.50	665.50
WA EXTENDED TRADING HOURS STORES						
GRADE 1	535.80	543.40	551.00	558.60	566.20	574.80
GRADE 2	564.00	572.00	580.00	588.00	596.00	605.00
GRADE 3	575.30	583.40	591.60	599.80	607.90	617.10
GRADE 4	592.20	600.60	609.00	617.40	625.80	635.30
GRADE 5	620.40	629.20	638.00	646.80	655.60	665.50
TRADESPERSON EXCEPT QLD AND WA EXTENDED TRAINING HOURS STORES	617.00	628.00	639.00	650.00	661.00	672.00
TRADESPERSON QLD	612.00	625.50	636.50	650.00	661.00	672.00
TRADESPERSON WA EXTENDED TRADING HOURS STORES	623.60	633.50	643.40	653.30	662.10	672.00
BAKERY MANAGER OR MEAT MANAGER WHO IS A TRADESPERSON (EXCEPT WA EXTENDED TRADING HOURS STORES)	678.70	690.80	702.90	715.00	727.10	739.20
BAKERY MANAGER OR MEAT MANAGER WHO IS A TRADESPERSON (WA EXTENDED TRADING HOURS STORES)	686.00	696.80	707.70	718.60	728.30	739.20

4.3.2 SERVICE PAY

4.3.2.1 The rates of pay set out in clause 4.3.1 are to be increased as follows to take account of the service of an employee:

- (a) In WA for more than 5 years service - \$10.00
- (b) In all other States and Territories:
  - for more than 5 years service but less than 10 years of service - \$5.00
  - for 10 or more years of service - \$10.00

4.3.2.2 For the purpose of this clause "service" means service with the Company and with respect to existing stores in Qld and NSW is restricted to service with the Company after 1 January 2002.

4.3.2.3 Service pay for all States and Territories other than WA shall only commence to be paid after 1 August 2007.

4.3.2.4 Service pay is to be paid to part-time and casual and junior employees on a pro-rata basis.

4.3.3 APPRENTICE RATES

An apprentice butcher or apprentice baker will receive the below listed percentages of the tradesperson ordinary rate of pay.

1 <sup>st</sup> Year Apprentice	50%
2 <sup>nd</sup> Year Apprentice	65%
3 <sup>rd</sup> year Apprentice	85%
4 <sup>th</sup> Year Apprentice	95%

4.3.4 JUNIOR RATES OF PAY

4.3.4.1 Junior rates of pay do not apply to any employee employed as a Grade 4 or Grade 5 employee.

4.3.4.2 A Grade 1 employee, Grade 2 employee and Grade 3 employee under the age of 21 years will receive the below listed percentages of their relevant classification's rate of pay:

	<b>All States and Territories except WA</b>	<b>WA</b>
Under 16 years	45%	45%
16 years	50%	50%
17 years	55%	60%
18 years	67.5%	70%
19 years	80%	80%
20 years until 31 Oct 2006	90%	90%
20 years from 1 Nov 2006	95%	95%

Rates in this clause shall be calculated to the nearest 10 cents, any part of 10 cents not exceeding half of 10 cents to be disregarded.

#### 4.4 HIGHER DUTIES

4.4.1 The entitlement to and payment of higher duties is principally dealt with in relation to the classification structure in clause 4.1.

4.4.2 However, in circumstances not covered by clause 4.1, an employee who is required to do work, which is entitled to a higher rate under this Agreement, other than that which they usually perform shall be entitled to payment at the higher rate while so employed.

4.4.3 Provided that where a Grade 1 or Grade 2 employee is required to do the work of a Grade 4 or Grade 5 position then the employee must be paid the rate for the Grade 4 or Grade 5 position and not the rate for a Grade 3 employee.

4.4.4 Provided further where no record is kept in the time and wages record of the actual times upon which the employee is engaged on such higher grade work, the employee shall be paid for the whole day at the rate prescribed for the highest function performed.

#### 4.5 ALLOWANCES

##### 4.5.1 Locality Allowances

- (a) The provisions of the General Order of the Western Australian Industrial Commission under Section 50 of the Industrial Relations Act 1979 with respect to location allowances shall apply to all employees engaged under the terms of this Agreement at workplaces in locations specified in that order.
- (b) Employees employed in Broken Hill, Mt Isa, Darwin and Alice Springs will receive a district allowance of \$15.40 per week. Part-time, casual and junior employees employed in these areas will receive payment on a pro rata basis.

##### 4.5.2 Training Reimbursement Allowances

An employee who attends an appropriate course of training at a Technical College at the request of the Company shall be reimbursed at the completion of the course, if successful, the fees for such course.

##### 4.5.3 Transport Allowance

Should an employee agree to use their private vehicle on Company business, the following allowances prescribed by the Australian Taxation Office shall apply:

- |     |                               |            |
|-----|-------------------------------|------------|
| (a) | 1.6L or less                  | 51c per Km |
| (b) | More than 1.6L and up to 2.6L | 61c per Km |
| (c) | More than 2.6L                | 62c per Km |

These allowances will be increased from 1 January each year to the level accepted by the Australian Tax Office.

##### 4.5.4 Laundry Allowances

- (i) The Company shall be responsible to keep all protective clothing, aprons or other garments used for work and to launder as required.
- (ii) Where the Company supplies a uniform which is to be worn by an employee, the employee shall be responsible to keep the uniform neat and tidy and to launder each week.

- (iii) Where a uniform is supplied it shall remain the property of the Company.
- (iv) Where a full-time employee is required to launder clothing or uniform the employee shall be paid the following weekly allowance, except during annual leave, and in the case of a part-time or casual employee the following daily allowance.

<u>Laundry</u>	<u>1 Nov 2004</u>	<u>1 May 2006</u>	<u>1 May 2007</u>
Full-time	\$3.75 per week	\$3.90 per week	\$4.05 per week
Part-time and Casual	75c per day	78c per day	81c per day

- (v) Uniforms, protective clothing, aprons and other garments used for work shall be replaced by the Company upon fair wear and tear.

**4.6 PAYMENT OF WAGES**

4.6.1 The pay cycle is from Monday to Sunday. Wages will be paid weekly or fortnightly in arrears by Wednesday of each week or fortnight.

4.6.2 Where the Company intends to change from weekly pays to fortnightly pays the following procedure shall apply:

- (a) The company shall provide to employees and the SDA 2 months notice of the proposed date of the change to the pay cycle; and
- (b) The first fortnightly pay shall include 1 week's pay in advance. The 1 week's pay in advance shall be repaid at a rate agreed to between the SDA and the Company.

4.6.3 Where the ordinary hours of a full-time or part-time employee fluctuate from week to week, as a result of a particular roster their hours shall be averaged over the pay cycle.

4.6.4 Wages shall be paid by electronic funds transfer (EFT) and shall be deposited into the nominated bank or financial institution account of the employee.

4.6.5 In Queensland and New South Wales all bank and government charges associated with the payment of wages by EFT shall be paid by the Company.

4.6.6 In the case of any termination, the employee shall be paid within 3 working days (Monday to Friday) and this shall include all outstanding wages, overtime and holiday entitlements.

**4.7 SUPERANNUATION**

4.7.1 The Company shall be and remain a participating Company of the Retail Employees Superannuation Trust (REST) and shall participate in accordance with the Fund Trust Deed.

4.7.2 The Company shall contribute monthly to REST on behalf of each eligible employee 9% of ordinary time earnings.

4.7.3 An eligible employee is one who:

- (a) Earns \$450 or more in ordinary time earnings in any month; and
- (b) In the case of an employee aged below 18 years, works at least 30 hours per week.

4.7.4 Ordinary time earnings shall include the classification rate; any over Agreement payment; casual loadings; penalty rates; shift loadings and work related allowances and merit payments and any other loadings and/or commissions and/or occasional bonus payments that form part of the weekly rate of pay (for example, supervisory allowances).

It shall not include overtime; payment made to reimburse expenses (for example tea money, uniform allowance); or disability allowances.

4.7.5 The Company shall provide each employee upon commencement of employment with the appropriate membership application form(s) of REST and shall forward the completed form(s) to REST within 14 days.

- (a) An employee may make personal contributions to REST in addition to those made by the Company.
- (b) An employee who wishes to make such additional contributions must authorise the Company in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the REST Trust Deed and Rules.
- (c) Upon receipt of written authorisation from the employee, the Company shall commence making monthly payments into the Fund on behalf of the employee following receipt of the authorisation.
- (d) An employee may vary their additional contributions by a written authorisation and the Company shall alter the additional contributions within 14 days of receipt of the authorisation.
- (e) Additional employee contributions to REST requested under this clause shall be expressed in whole dollars.

4.7.6 The ability to opt in and out of the fund as provided within the Superannuation Guarantee (Administration) Act 1992 (as amended) and the applicable regulations shall not apply.

**4.8 SUPPORTED WAGES**

Supported Wages are provided for in Schedule 3 of this Agreement.

**PART 5 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK**

**5.1 SPREAD OF ORDINARY HOURS**

5.1.1 Ordinary hours of work may be rostered on any day at any time.

5.1.2 Ordinary hours worked within the following spread of hours are paid as follows:

<u>QLD and NSW and ACT</u>	<u>FULL-TIME AND PART-TIME EMPLOYEES</u>	<u>CASUAL EMPLOYEES</u>
Monday to Friday 5.00am to Midnight	Ordinary rate	Ordinary rate plus 20%
Saturday 5:00am to 10:00pm	Ordinary rate	Ordinary rate plus 20%

All other States and Territories

Monday to Friday 5.00am to Midnight	Ordinary rate	Ordinary rate plus 20%
Saturday 5.00am to 8.00pm	Ordinary rate	Ordinary rate plus 20%

5.1.3 Ordinary hours worked outside the above spread of hours are paid as follows:

	<u>ALL EMPLOYEES</u>	
<u>QLD and NSW and ACT</u>		
Monday to Saturday - Midnight to 5.00am	Ordinary rate plus 30%	
Saturday 10.00pm to Midnight	Ordinary rate plus 30%	
Saturday Midnight to Sunday 6.00am	Ordinary rate plus 100%	
Sunday 6.00am to 8.00pm	Ordinary rate plus 50%	
(Where legal to trade - otherwise see Overtime in clause 5.4)		
Sunday 8.00pm to Midnight	Ordinary rate plus 100%	
Sunday Midnight to 5:00am	Ordinary rate plus 30%	
<u>All other States and Territories</u>		
Sunday to Thursday - Midnight to 5.00am	Ordinary rate plus 30%	
Friday Midnight to Saturday 5.00am	Ordinary rate plus 50%	
Saturday 8.00pm to 10.00pm	Ordinary rate plus 25%	
Saturday 10.00pm to Midnight	Ordinary rate plus 50%	
Saturday Midnight to Sunday 7.00am	Ordinary rate plus 100%	
Sunday 7.00am to 8.00pm	Ordinary rate plus 50%	
Sunday 8.00pm to Midnight	Ordinary rate plus 100%	

**5.2 HOURS OF WORK IN ORDINARY TIME**

5.2.1 The maximum number of ordinary hours of work without the payment of overtime for full-time and part-time employees are set out in clause 3.2 and clause 3.3 respectively.

5.2.2 An employee other than a volunteer who is required by the Company to attend meetings or trade nights outside of the employees' rostered hours shall be paid for such attendance at the appropriate rate.

**5.3 ROSTERS**

5.3.1 A full-time or part-time (including temporary employees) employee may be required to work ordinary hours on one of the following rosters:

- (a) 19 days in 4 weeks;
- (b) 9 days in 2 weeks;
- (c) 5 days in a week (subject to clause 5.3.2);
- (d) 4 days in a week; or
- (e) 6 days in a week followed by 4 days in the following week.

5.3.2(a) In all States and Territories, excluding WA, the Company will provide by no later than the 1 May 2006 at least 50% of its full-time employees across all stores (not per store) with one RDO every 4 week cycle.

- (b) A full-time employee who has an RDO, may agree to work on their RDO and may:
  - (i) Elect to have another day in lieu, provided that the newly nominated RDO must be mutually agreed, and must be taken within 28 days of when the original RDO was due; or
  - (ii) Choose to be paid for working the RDO at overtime rates, if the RDO was worked at the request of the Company; or
  - (iii) By mutual agreement with the Company, have the RDO added to the employee's annual leave.
- (c) On request, the Company will, every 6 months, provide the SDA with sufficient information to establish that at least 50% of full-time employees are receiving an RDO.
- (d) A full-time employee who is on an RDO roster is entitled to one RDO for every 152 hours worked per four week cycle.
- (e) A full-time employee who, at the time of the making of this Agreement, receives a RDO shall not lose the RDO unless the employee requests such a change.
- (f) In Queensland, an employee may by mutual agreement, accumulate RDO's to a maximum of 5 days, provided that when an employee's employment is terminated, accumulated RDO's shall be paid out at overtime rates.

5.3.3 Full-time and part-time employees shall be given a roster that shows:

- (a) the starting and finishing time of work;
- (b) the days on which the employee is required to work;
- (c) the number of hours the employee is required to work on each rostered day; and
- (d) the starting and finishing times of meal breaks.

The Company shall provide to casual employees on a fortnight to fortnight basis a schedule of indicative hours, including the starting and finishing times of meal breaks, that they will be required to work. Once posted, it shall be up to the Company to inform the casuals of any changes to the schedule.

5.3.4 A roster shall be for at least a 4 week cycle and shall not be changed unless by mutual agreement or by giving to an employee 7 days notice in writing of such change or 14 days should an employee have genuine difficulties in meeting a 7 day deadline.

5.3.5 A full-time employee shall not have their hours of work reduced nor made a part-time employee without the written consent of the employee.

5.3.6 In rostering employees across the span of hours the Company will respect genuine existing sporting commitments and genuine family responsibilities of all employees and will have regard for whether or not the employee can arrange safe transport home. For the purpose of this provision "genuine existing

sporting commitments" means those genuine existing sporting commitments in which the employee is actively participating, that have scheduled attendance times and which are of a competitive nature.

5.3.7 A roster shall not be regularly changed from roster cycle to roster cycle.

5.3.8 A roster shall not be changed by the Company merely to avoid the payment of an entitlement that the employee would have received but for the roster change.

5.3.9 In the event of an emergency, a roster may be changed without notice.

5.3.10 An employee who is rostered to work on registers for more than 8 hours on any 1 day, shall upon application to management, be provided with alternative duties in the next roster cycle, so that the total time spent on registers shall not exceed 8 hours in any 1 day.

5.3.11 An employee, shall have 2 consecutive days off per week or 3 consecutive days off per fortnight except where an employee has requested in writing to have any other combination of days off (which may include single days) and the Company agrees, subject to clause 5.3.12. Any RDO is in addition to the days off prescribed in this clause.

5.3.12 An employee shall work ordinary hours on not more than 5 days in each week, provided that ordinary hours may be worked on 6 days in one week if in the following week ordinary hours are worked on only four days.

5.3.13 An employee, excluding a casual, may be rostered to a maximum of 5 consecutive days in any one week, subject to clause 5.3.11 and 5.3.12.

5.3.14 If a new or refurbished store opens then the Company may provide a 5 day roster for full-time and part-time employees, including existing employees who are transferred to the store, and may change that roster each 5 days, provided:

- (a) 5 day rosters shall only apply for the first 3 months of the store's trading; and
- (b) an employee subject to the 5 day roster shall be given their next roster by the end of each roster; and
- (c) an existing employee who transfers to the new or refurbished store shall be advised of the alternative roster structure at least 7 days before transferring; and
- (d) an existing employee shall not lose any existing entitlement to an RDO as a result of the transfer.

5.3.15 In the event a store decides not to trade on a day on which an employee is rostered to work, then that employee, except a casual employee, shall be paid for the hours for which they were rostered to work at the ordinary rate except if a roster change had taken place in accordance with this Agreement.

5.3.16 The roster of hours shall, upon request, be produced for inspection by any person authorised to inspect same and the Company shall retain copies of superseded rosters for 12 months.

5.3.17 In NSW and ACT, an employee shall not work two starts in ordinary time in one day on more than one occasion in any one week.

5.3.18 A full-time employee engaged on a five day week, on either a straight 38 hour week or on a 19 day 4 week roster, who regularly works on a Sunday shall be entitled to have 3 consecutive days off work including a Saturday and Sunday once in each 4 week cycle.

5.3.19 An employee entitled to have 3 consecutive days off work as in clause 5.3.18 above shall not include the rostered day off which would arise for an employee engaged on a 19 day 4 week roster as one of these days.

5.3.20 Where an employee has been compulsorily rostered to a new pattern of work where the employee prefers not to have the roster changed and hours subsequently become available in the same store doing the same function and on the same roster as the employee's previous roster and where the alteration of the roster was not occasioned by a performance related matter then the employee is to be given preference in being rostered for those available hours.

5.3.21 In establishing or changing rosters the Company will have regard to the employees attendance requirements at formal secondary, tertiary or vocational training courses of study where the attendance requirements are not able to be changed at the election of the student. Reasonable proof of the attendance requirements is required to be produced if requested by the Company.

#### **5.4 OVERTIME**

5.4.1 An employee may be required to work reasonable overtime.

5.4.2 Should an employee be required to work overtime on a day they are not rostered to work, they will be provided with a minimum 3 hour engagement.

5.4.3 An employee shall be entitled to the payment of overtime when:

- (a) A full-time, part-time or temporary employee works outside their normal starting time and finishing time, (except for flex up hours).
- (b) A full-time employee on a weekly roster cycle works in excess of 38 ordinary hours in a week.
- (c) A full-time employee on a fortnightly roster cycle works in excess of 76 ordinary hours in a fortnight or 48 hours (46 hours in WA) in any 1 week.
- (d) A full-time employee on a 4 week roster cycle works in excess of 152 ordinary hours in any 4 week cycle or 48 hours (46 hours in WA) in any 1 week.
- (e) A part-time employee on a weekly roster cycle works in excess of 32 ordinary hours in a week (or such higher number where flex up applies).
- (f) A part-time employee on a fortnightly roster cycle works in excess of 64 ordinary hours in a fortnight or 38 hours (32 hours in WA) in any 1 week.
- (g) A part-time employee on a 4 week roster cycle works in excess of 128 ordinary hours in a 4 week cycle or 38 hours (32 hours in WA) in any 1 week.
- (h) A full-time, part-time or temporary employee works days in excess of the employee's defined roster (except for flex up hours).

- (i) An employee works in excess of 5 days in any week or in excess of 20 starts in any 4 week cycle, (except for an employee who works 6 starts per week pursuant to the provisions of this Agreement).
- (j) A casual employee works in excess of 38 hours in any 1 week.
- (k) A full-time employee (excluding Department Managers) rostered to work 19 days in a 4 week cycle who works in excess of 19 days in that 4 week cycle, or a Department Manager who works in excess of 20 days in any 4 week cycle.
- (l) An employee, except in WA, works in excess of 10 hours (excluding meal breaks) on any shift.
- (m) A full-time or casual employee in WA works in excess of 9 hours, (excluding meal breaks) on any shift with the exception of two shifts in any week when an employee may be rostered to work up to a maximum of 10.5 hours (exclusive of meal breaks) without payment of overtime.
- (n) A part-time employee in WA, works in excess of 8.5 hours on any day with the exception of two days in any week when the employee may be rostered to work up to a maximum of 10 ordinary hours without payment of overtime.
- (o) An employee recommences work without a 12 hour break (10 hours where the new shift follows a stocktake shift), and they shall be paid at overtime rates for all work performed until a minimum 12 hour break (10 hours where the new shift follows a stocktake shift) is provided.

5.4.4 Authorised overtime shall be paid at the following rates:

- (a) Monday to Saturday: first 2 hours at ordinary rate plus 50%, ordinary rate plus 100% thereafter.
- (b) Sunday: ordinary rate plus 100%.
- (c) Public Holiday: ordinary rate plus 150%.
- (d) Overtime: shall be calculated to the nearest 15 minutes.
- (e) Except where otherwise specifically provided, each shift shall stand alone i.e. overtime shall be treated on a daily or shift basis and shall be non-cumulative.

5.4.5 An employee may elect to take time off in lieu of overtime provided:

- (a) the time off shall be calculated at the overtime equivalent;
- (b) the employee shall be entitled to choose between payment or time off on each occasion overtime is worked;
- (c) time off must be taken within 28 days of the working of the overtime, or shall be paid out.

**5.5 MEAL ALLOWANCE**

5.5.1 An employee who has been advised during their previous work shift of the need to work overtime shall not be entitled to a meal allowance.

5.5.2 An employee not given notice as in clause 5.5.1 above of a requirement to work and who works overtime of 1 hour or more and where by the working of such overtime the employee finishes work after 6.00pm the employee shall be paid in accordance with the following provision.

5.5.3 Meal Allowance is as follows:

	1 Nov 04	1 May 06	1 May 07
NSW and ACT	9.55	9.90	10.25
ALL OTHER STATES AND TERRITORIES	10.90	11.25	11.25

## 5.6 MEAL BREAK

5.6.1 No employee shall work more than 5 hours continuously without a meal break.

5.6.2 Meal breaks shall be from 45 minutes and up to 60 minutes duration.

5.6.3 Notwithstanding the provisions of 5.6.2, an employee and the Company may mutually agree to reduce the meal break to 30 minutes for each day.

5.6.4 No employee shall commence a meal break unless they have worked a minimum of 3 hours.

5.6.5 A casual employee engaged to work for more than 5 hours and up to 6 hours on any day may elect to forgo a meal break provided that:

- (a) the manager or 2IC agrees; and
- (b) the employee has taken a rest pause of not less than 10 minutes at least 2 hours prior to the time they are due to finish work.

Unless requested by the casual employee, under no circumstances shall the Company roster a casual employee for more than 5 hours and up to 6 hours on any day without a meal break.

5.6.6 An employee who commences work at or after 10.00pm and ceases work at or before 5.00am and becomes entitled to a meal break, shall be entitled to a paid meal break of 20 minutes.

5.6.7 A meal break shall be given as near as is practicable to the middle of the employees shift.

## 5.7 REST PAUSE

5.7.1 No employee in NSW or Queensland or SA or ACT or NT shall work for more than 4 hours without a paid rest pause of 10 minutes. No employee in Victoria or Tasmania shall work for 4 hours without a paid rest pause of 10 minutes. No employee in WA shall work for more than 4.5 hours without a paid rest pause of 10 minutes.

5.7.2 An employee who works 8 hours or more shall be entitled to 2 paid rest pauses to be taken on either side of the meal break. However, in Queensland and Victoria an employee who works 7 hours or more shall be entitled to two paid rest pauses to be taken on either side of the meal break. Provided further that an employee in TAS who works 6 hours or more shall be granted 2 paid 10 minute rest periods which are to be taken either side of the meal break.

5.7.3 No paid rest pause shall be taken within 1 hour either side of the meal break or of the starting or finishing time. A rest pause must be scheduled and given as near as is practicable to the middle of the period between:

- (a) a meal break and the start or finish of a shift or
- (b) where the employee is not entitled to a meal break, the start and finish of the shift.

5.7.4 Employees whose primary function is backfilling in a freezer room (i.e. a room with an inside temperature falling below 0 degrees Celsius), shall not be required to work in such room for longer than two hours without a ten minute paid rest pause and, where applied, such rest pause shall be in substitution for any other rest pause under this Agreement, which occurs at or around the same time.

## **PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **6.1 PUBLIC HOLIDAYS**

6.1.1 Full-time and part-time including temporary employees shall be entitled, without loss of pay to public holidays as observed in each State and Territory as follows:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queens Birthday (Birthday of the Sovereign) as observed in each State or Territory
- Labour Day as observed in each State or Territory
- Christmas Day
- Boxing Day

6.1.2 The following days shall be taken in addition to the days named above, or in lieu of where stated, and such days shall be treated as a Public Holidays for all purposes of the agreement:

- (a) New South Wales - SDA Picnic Day, which shall be on the first Tuesday of November in any year.
- (b) Australian Capital Territory - Canberra Day and also SDA Picnic Day (on the first Monday in March).
- (c) Queensland - Exhibition Day or the appropriate regional show day.
- (d) Western Australia - Foundation Day
- (e) Tasmania - Hobart Regatta Day (south of Oatlands) or Recreation Day (where Hobart Regatta Day is not observed).
- (f) Northern Territory - Picnic Day.
- (g) South Australia - the third Monday in May (Adelaide Cup).
- (h) Victoria - Melbourne Cup Day.

6.1.3 Where Public Holidays are declared, in a State or Territory or Locality on days other than and in addition to those set out in clause 6.1.1 and 6.1.2, those days shall constitute additional Holidays for the purposes of this clause.

Permanent employees shall be entitled without loss of pay to an additional public holiday when such public holiday is proclaimed or gazetted by the authority of the Commonwealth, State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State, Territory or Locality. Provided that additional days proclaimed as local public holidays will be treated as additional paid days off or pay in lieu, but work performed on these days will not attract public holiday penalty rates.

6.1.4 Where a store is not permitted to open for trade on Easter Sunday, and an employee would have been rostered to work on such a day, they shall be entitled to payment for the day based upon their ordinary time earnings (including penalties as appropriate) for the hours normally rostered to work.

6.1.5 Where a store opens for trade on an actual public holiday which has had the substitution gazetted or proclaimed, the following shall apply:

- (a) If an employee is ordinarily rostered to work on the actual public holiday and the substituted day, then that employee shall elect which day is to be their public holiday and receive the standard public holiday benefits on that day. The other day shall then be a normal rostered day. (See clause 6.1.6, Christmas holiday loading).
- (b) An employee required for work on either the actual public holiday or substituted day shall observe the day on which they are rostered to work as the public holiday.

#### 6.1.6 Additional Christmas Holiday Loading

In the case of Christmas Day where substitution occurs, work on the 25th December will attract an additional loading of 50% of the ordinary rate if it falls on a Saturday and 100% of the ordinary rate if it falls on a Sunday for a full day's work in addition to the Saturday/Sunday rate and the employee will also be entitled to the benefits of the substituted public holiday.

6.1.7 Where either:

- a full-time employee, whose RDO or non-working day; or
- a part-time employee working an average of 5 days per week, whose non-working day,

falls on a holiday where a benefit applies in terms of clause 6.1.1 and clause 6.1.2 shall be paid by mutual agreement, then either:

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

If the Company and the employee are unable to reach agreement on either (a), (b) or (c) above, the employee must be paid an additional day's wages.

A part-time employee shall be entitled to the provisions of (a), (b), and (c) above where the employee works an alternating roster and the public holiday falls on a day on which the employee works in any week of their roster cycle.

For the purpose of this paragraph for full-time employees "day" shall mean 7.6 hours, and 8 hours for an employee working 19 days in a 4-week cycle. In respect of part-time employees "day" shall mean the average number of hours rostered per day by the employee prior to the public holiday in the 4-week cycle.

6.1.8 An employee who fails to attend for a rostered shift on the day before or the day after any public holiday shall forfeit wages for the day of the absence as well as the public holiday. Where the Company is satisfied that the employee's absence was caused through illness or other genuine reason, wages shall not be forfeited for the holiday. Provided that an employee absent on one day only either before or after a group of holidays, shall forfeit wages for only one public holiday as well as the period of absence. Proof that the absence was caused by illness or other genuine reason shall be satisfied by either a medical certificate or statutory declaration.

6.1.9 An employee cannot be required, but may volunteer to work on any public holiday as provided for in this clause.

However, in Queensland, work on public holidays and on substituted days is voluntary subject to the following:

- (a) The Company shall initiate a process to invite the election in (b) below and within that process employees will be informed that work on that day or those days is voluntary.
- (b) Employees are required to advise in writing at least 4 weeks prior to the public holiday or the substituted day whether or not they wish to work on that day or those days.
- (c) The Company shall seek volunteers to work on the public holiday, and/or the substituted day at least 21 days in advance and if there are insufficient volunteers to meet operational needs, management may roster employees having regard always to family commitments and personal circumstances of employees.
- (d) Where a store opens for trade on a public holiday, employees who would normally be rostered to work may request to work the day or part thereof and shall be paid the appropriate penalty for time so worked. Provided that when a permanent employee chooses not to work they shall be paid in accordance with 6.1.7 above.

6.1.10 All work on a public holiday shall be paid at the rate of 250% with a minimum payment as for 3 hours work.

6.1.11 An employee who works part of their shift on a public holiday shall be paid the public holiday rate of pay for the proportion of time worked on the public holiday. All other time worked on the ordinary day will be paid at the appropriate ordinary rate inclusive of applicable penalties/loadings.

6.1.12 Easter Sunday, Christmas Eve and New Year's Eve in Queensland

Work on Easter Sunday and after 6.00 p.m. on New Year's Eve and Christmas Eve is voluntary subject to the following:

- (a) The Company shall initiate a process to determine if any permanently rostered employees do not wish to work their rostered hours on that day

or at those times and within that process, employees will be informed that work at those times is voluntary.

- (b) Employees are required to advise in writing at least 4 weeks prior to Easter Sunday, Christmas Eve or New Year's Eve that they do not wish to work on that day or at those times.
- (c) Volunteers will be sought at least 21 days prior to Easter Sunday or prior to Christmas Eve and New Year's Eve, in cases where permanently rostered employees do not seek to work on that day or those times. Provided that where there are insufficient volunteers to meet operational needs management may roster employees having regard always to family commitments and personal circumstances of employees.
- (d) In cases of permanently rostered employees not wishing to work on Easter Sunday or after 6.00p.m. on Christmas Eve or New Year's Eve such employees shall be rostered to work the hours foregone within that same 4 week cycle and be paid ordinary rates of pay.

Work done on Easter Sunday, Christmas Eve and New Year's Eve does not attract public holiday penalty rates.

## **6.2 ANNUAL LEAVE AND LOADING**

6.2.1 Every full-time including temporary employee shall be entitled after 12 months continuous service to a period of 4 weeks annual leave (152 hours).

6.2.2 (a) Every part-time including temporary employee shall be entitled after 12 months continuous service to a period of 4 weeks annual leave paid on a pro rata basis. (This will be based on the average weekly hours worked (including flex up hours) over the preceding 12 month period).

(b) Where the Company allows a part-time employee to access annual leave within their first 12 months of service, such leave shall be based on core hours. Any additional hours as a result of flex up shall be adjusted as per (a) above.

6.2.3 Having regard for the usual custom and practice concerning peak periods, annual leave shall be taken at a time mutually agreed upon by the Company and the employee and in the absence of such agreement at a time fixed by the Company within a period not exceeding 6 months from the date, when the right to annual leave accrued and after not less than 4 weeks notice to the employee.

6.2.4 Subject to provisions elsewhere in this Agreement to the contrary, annual leave shall be taken by mutual agreement between the Company and the employee in not more than 4 separate periods. Where there is no agreement annual leave shall be taken in 1 period of 4 weeks.

6.2.5 An employee may, by mutual agreement between the Company and the employee, take annual leave not exceeding 5 single days in any anniversary year.

6.2.6 In such cases where the Company and employee have agreed on separate periods of leave any such separate periods of leave shall be granted to an employee within 6 months from the date the right to annual leave accrued.

6.2.7 Should an employee not complete 12 months' service the employee shall on termination of employment be entitled to pay on a pro rata basis.

6.2.8 Before an employee proceeds on annual leave the employee shall be paid any monies then due in respect of the annual leave being taken or which may accrue during the period of leave except where for periods of leave of less than 1 week, the employee shall receive payment with their wages on the normal pay day. Alternatively, an employee may elect, either, to be paid their wage as normal for periods longer than 1 week's duration, or, to have the Company withhold outstanding wages and pay them to the employee on their return to work.

6.2.9 Payment in lieu of annual leave shall not be made by the Company and not accepted by an employee except in accordance with all the requirements of this clause.

6.2.10 During any period of annual leave an employee, other than a casual employee, shall be paid the higher of the following:

- (a) The amount of pay which the employee would have received for the period if they had remained at work inclusive of Higher Duties and any loadings/penalties but excluding any overtime payment; or
- (b) The ordinary time rate of pay plus a loading of 17.5% for the period of the leave.

Provided that the Company shall not change the roster in order to reduce the amount payable under this clause.

6.2.11 If a public holiday falls within the employee's period of annual leave, the period of annual leave shall be increased by 1 day or half day for each public holiday or half holiday.

6.2.12 There shall be no obligation upon the Company to pay annual leave loading in advance should an employee take an annual holiday wholly or partly in advance.

6.2.13 An employee and the Company may agree to defer payment of annual leave loading in respect of single day absences until at least 5 consecutive annual leave days are taken.

6.2.14 The annual leave loading prescribed in this clause shall apply to proportionate leave due on termination of employment where employment is terminated by the Company for reasons other than for serious and wilful misconduct.

6.2.15 In Queensland, if an employee is terminated at the expiration of a full year of employment the Company shall pay to the employee an additional amount for any public holiday which falls in the period which the annual leave period spans, taken from the day immediately after termination.

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

6.2.17 An employee who is on annual leave and who becomes ill for 5 days or more during such leave, such that had they been at work they would have been entitled to access sick leave as defined in clause 6.4, may claim a deduction from unused personal leave entitlements and have their annual leave extended accordingly or recredited, provided that:

- (a) the employee promptly notifies the Company of such illness; and

- (b) the employee requests of the Company an extension or recrediting of their annual leave; and
- (c) the employee provides to the Company, at the time of the notification, satisfactory evidence of the illness, the duration of the illness and other relevant information; and
- (d) an employee who returns from annual leave and notifies of such illness, as would be considered under this clause, and makes a claim to extend their annual leave will not have their notification considered unless exceptional circumstances apply.
- (e) Notwithstanding the above, the Company may direct that annual leave not extend beyond the date on which the employee was due to return to work and in this case the employee and the Company shall seek a mutually acceptable time for the substituted annual leave to occur.

6.2.18 There shall be no accumulation of hours towards an RDO during the annual leave period. However should an RDO to which an employee has entitlement fall in the annual leave period then the employee shall have an extra day added to their annual leave period.

An employee is entitled to a maximum of 12 RDO's in any 12 month period of employment except in any year of employment when annual leave is not taken, which case a maximum of 13 RDO's may accrue in that 12 month period.

6.2.19 When an employee applies to take annual leave, the employee shall receive a response within 4 weeks as to whether the Company approves it.

6.2.20 Consideration will be given to employees' leave requests to assist in leave coinciding with their partner's leave.

6.2.21 In addition, when considering requests for annual leave, the Company shall, subject to operational requirements, take into account family responsibilities, such as requests by employees with children for leave during school holidays.

### **6.3 LONG SERVICE LEAVE**

6.3.1 Long service leave shall be in accordance with the relevant State or Territory Act, except in the case of WA where the long service leave provisions published in Volume 84 of the Western Australian Industrial Gazette at pages 1 to 4, both inclusive are hereby incorporated in and shall be deemed to be part of this Agreement.

6.3.2 In addition, employees will be entitled, subject to the agreement of the Company to access long service leave on the basis of double time at half pay. Provided that the employee shall not accrue any more leave than they would have, had they taken long service leave on normal pay. Such requests shall not be unreasonably refused.

6.3.3 In addition employees with over 10 years of service may, where they do not have an entitlement under the relevant State or Territory Act, access their pro rata entitlement to long service leave by taking leave in not less than a 4 week block. The taking of such leave in advance of the leave becoming a vested entitlement under a State or Territory Act is subject to the proviso that where the employment of the employee is terminated for misconduct before the long service leave entitlement becomes vested and where the relevant State or Territory Act so permits the Company may withhold from any termination payments, monies equal to the value of the long service leave taken in advance of vesting.

## **6.4 PERSONAL LEAVE**

### **6.4.1 General Exclusion**

This clause does not apply to casuals.

### **6.4.2 General Entitlement - Full-time Employees**

6.4.2.1 An employee shall be entitled to personal leave of 10 days (76 hours) accrued at the rate of 1.4615 hours per week in their first year of service and 11 days (83.6 hours) accrued at the rate of 1.6077 hours per week in subsequent years.

6.4.2.2 The leave shall have 2 components: sick leave and family leave. All personal leave shall be available for sick leave purposes. The family leave component of personal leave shall be restricted to 15.2 hours in the first year of continuous service and to 22.8 hours in subsequent years.

### **6.4.3 General Entitlement - Part-time Employees**

6.4.3.1 A part-time employee shall be entitled to leave under this clause on a pro rata basis.

6.4.3.2 For the purposes of calculating the pro-rata entitlement for part-time employees:

- (i) For an employee in their first 12 months of service, this will be based on their core hours. The Company will adjust the pro-rata leave entitlement at the employee's first anniversary of service to reflect flex up hours;
- (ii) For an employee in subsequent years of service, this will be based on the average hours worked in the preceding twelve month period, including flex up hours.

### **6.4.4 Purpose of the Leave**

6.4.4.1 Sick leave will be available where an employee is unable to attend for work during ordinary hours by reason of personal illness or personal incapacity not due to the employee's own serious and wilful misconduct.

6.4.4.2 Family leave will be available where an employee cannot take other reasonable steps to provide alternative care for a family member, or, where there is a requirement to provide care when a spouse, parent or child attends an appointment for a specialist doctor of medicine or doctor of surgery or a major dental appointment or for hospitalization.

### **6.4.5 Requirement to give Notice**

An employee who seeks leave under this clause shall, as far as practicable, inform the store manager or the relevant department manager of the inability to attend for duty, prior to their commencing time and shall, in the case of sick leave state the nature of the illness or injury and the estimated duration of the absence and in the case of family leave, detail the expected length of the absence.

### **6.4.6 Proof of Absence - Family Leave**

The Company shall be entitled to receive satisfactory evidence to justify the absence of the employee claiming paid family leave before any such payment is made.

#### **6.4.7 Proof of Absence - Sick Leave**

6.4.7.1 In the case of sick leave, unless an employee has been absent from work on account of illness in excess of 2 days it shall not be necessary for the employee to produce evidence of the illness. For the purposes of this paragraph as it relates to part-time employees "day" shall mean the number of hours the employee would have worked on the day (including any prearranged flex up) on which they were absent, had the employee not been sick.

6.4.7.2 Where an employee has a recurring pattern of sick leave, such as sick days immediately before and after public holidays, non working days and rostered days off, the Company may counsel such employee and may require that a sick day in such circumstances be supported by evidence.

6.4.7.3 For the purpose of this clause evidence of an illness may be established by the employee electing to produce either a medical certificate or a statutory declaration.

#### **6.4.8 Accrual of Unused Entitlements**

Personal leave shall accumulate from year to year so long as the employee's service continues with the Company so that any part of the personal leave entitlement which has not been used in any year may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continuous service.

#### **6.4.9 Payment of Leave**

6.4.9.1 Personal leave shall be paid at ordinary time rates of pay for the time of non attendance.

6.4.9.2 An employee shall not be entitled to paid sick leave for any period in respect of which the employee is entitled to workers' compensation.

6.4.9.3 The payment for any absence on sick leave in accordance with this clause during the first three months of service of an employee may be withheld by the Company until the employee completes such three months of service at which time the payments shall be made.

#### **6.4.10 Relationship to Other Clauses**

Pre Natal Leave provided for in clause 6.5 uses the leave provided under this clause.

#### **6.4.11 Implementation Issues**

6.4.11.1 Any period of paid personal leave granted by the Company to an employee in any year of continuous service shall be deducted from the period of personal leave which may be allowed under the Agreement or may have accrued under the previous relevant Award/Agreement which operated in the employee's area prior to the Agreement being made.

6.4.11.2 For the purpose of this clause continuous service shall be deemed not to have been broken by:

- (a) any absence from work on leave granted by the Company, or
- (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee.

6.4.11.3 For the purpose of this clause the word "year" shall mean a period of twelve months commencing on the day on which the service commenced.

6.4.11.4 An employee may request and shall be provided with the details of their current sick leave entitlements.

6.4.11.5 For the purpose of this clause a member of the immediate family shall include a mother, father, child, spouse (including defacto spouse), mother-in-law or father-in-law.

## **6.5 PRE NATAL LEAVE**

### 6.5.1 Period of Leave and Eligibility

#### (a) Pregnant Employees

A full-time or part-time employee who is pregnant may access up to 18 hours of personal leave for the purpose of attending medical appointments associated with the pregnancy.

#### (b) Employees Whose Partner is Pregnant

A full-time or part-time employee may access up to 18 hours of the family leave component of personal leave or annual leave for the purpose of attending medical appointments with their pregnant partner.

### 6.5.2 Proof of Absence

Proof of attendance may be required to be provided to the Company, as per the relevant leave provision.

### 6.5.3 Notice Required

(a) Where possible employees should arrange appointments as close as possible to the beginning or ending of their ordinary working hours.

(b) The employee is to provide reasonable notice to the Company of their requirement to take pre natal leave.

(c) Personal leave or annual leave will be deducted from the employee's accrued entitlement based on the actual time taken to attend each appointment.

## **6.6 COMPASSIONATE LEAVE**

### 6.6.1 A full-time or part-time employee will be entitled to:

(a) A maximum of 5 days paid leave on each occasion the employee is absent from work due to the death of the employee's spouse (including de facto spouse), parent (including step parent), or child (including foster or step child),

(b) A maximum of 3 days paid leave on each occasion the employee is absent from work due to the death of the employee's brother, sister, brother-in-law, sister-in-law, foster brother, foster sister, parent-in-law, grandparent, grandchild or foster parent.

(c) A maximum of one day's paid leave on each occasion the employee is absent from work due to death of the employee's son-in-law and daughter-in-law.

(d) An employee genuinely affected by grief due to the death of an uncle, aunt, cousin or close friend may apply to the Company for time off work as per pursuant to clause 6.6.1. Alternatively the Company may agree to

provide time off work and discuss with the employee the working of make up time.

6.6.2 In the event of attendance at a funeral interstate or overseas, the employee shall be entitled to receive an additional unpaid period of compassionate leave in respect to clauses 6.6.1 (a), (b) or (c) above, which shall not exceed 2 shifts. An employee may apply for additional days where there are special circumstances relating to such interstate or overseas travel.

6.6.3 Proof of such death shall be furnished by the employee to the satisfaction of the Company, together with proof of attendance in the case of a funeral outside of Australia.

6.6.4 For the purposes of this clause, the word "spouse" shall:

- not include a spouse from whom the employee is separated, except in the case of a spouse with children involved who are the children of both the spouse and the employee;
- include a person who lives with the employee as a de facto spouse as the case may be.

6.6.5 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

#### **6.7 BLOOD DONOR LEAVE**

6.7.1 A full-time or part-time employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of 2 hours on each occasion and subject to a maximum of 4 separate absences for the purpose of donating blood each calendar year.

6.7.2 An employee intending to donate blood shall arrange for their absence to be on a day suitable to the Company and be as close as possible to the beginning or ending of their ordinary working hours.

6.7.3 The employee shall provide proof of attendance at a recognised place for the purpose of donating blood, and the duration of such attendance. This shall be furnished to the satisfaction of the Company.

6.7.4 An employee intending to donate blood shall notify the Company as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

#### **6.8 JURY SERVICE**

6.8.1 A full-time or part-time employee shall be allowed leave of absence during any period when required to attend for jury service.

6.8.2 During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay as if working.

6.8.3 An employee shall be required to produce to the Company proof of jury service fees received and proof of requirements to attend and attendance on jury service and shall give the Company notice of such requirements as soon as practicable after receiving notification to attend for jury service.

6.8.4 An employee on jury service will not be required to attend work until the completion of jury service. However, if jury service on any day is less than 4 hours and rostered hours of work would otherwise be worked later in the

day, the employee is expected to report for work for the normal rostered hours less the time spent on jury service.

6.8.5 An employee on a roster including weekend work, shall 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 (6 days in the case of an employee working a 6/4 roster).

## **6.9 SDA TRAINING LEAVE**

6.9.1 The Company shall grant paid leave for the equivalent of 8 days for each store per year for approved employees to attend to recognised SDA training courses.

6.9.2 Prior to conducting a training course the SDA shall notify the Company at least 4 weeks in advance of such course (2 weeks in Queensland), the days on which the training course shall be held, the venue of the course and the name of each SDA delegate required to attend from the store.

Provided that the Company may request that such leave be deferred:

- (a) Where the leave is to be taken in the 3 weeks prior to Christmas Day or the 3 weeks after Christmas Day, in the week prior to or after Easter Sunday; or,
- (b) Where it is at a time when the employee cannot be released from work due to extraordinary circumstances as agreed between the SDA Branch Secretary and the Company.

6.9.3 The Company shall be entitled to be satisfied that the training course has been approved by the SDA.

6.9.4 In the event that the training course is to be held at a time of a recognised peak trading period the Company may refuse to grant leave to attend the training course.

6.9.5 The Company shall not be required to pay to an employee who attends an approved training course any more than the employee would have been paid if the employee had attended to work at their normal store on ordinary time.

## **6.10 UNPAID SDA LEAVE**

6.10.1 All leave in this clause shall be unpaid leave.

6.10.2 With prior arrangement at store level, 1 SDA delegate per store may be released from their employment duties for up to 38 hours per calendar year, to participate in SDA activities associated with membership recruitment.

6.10.3 SDA delegates so released from their duties shall be on leave without pay.

6.10.4 The Company may refuse to grant unpaid SDA leave if it would impact negatively on the operation of the business. Provided that requests for unpaid SDA leave shall not be unreasonably refused by the Company.

6.10.5 Other SDA delegates may be released with the agreement of the store or state office of the Company.

6.10.6 Leave granted pursuant to this clause shall count as service for all purposes of this Agreement.

#### **6.11 DEFENCE FORCE SERVICE LEAVE**

6.11.1 A full-time, part-time and eligible casual employee shall be allowed leave of up to 4 weeks maximum per calendar year and in addition weekends, to attend Defence Forces Reserve approved training camps.

Eligible casual employee is a casual employee who has been engaged on a regular and systematic basis for a period of at least 12 months immediately before the employee seeks to access an entitlement and who has reasonable expectation of further employment in a similar form. For the purpose of this provision regular and systematic shall mean having at least 1 start per week or fortnight.

6.11.2 During such leave, a full-time or part-time employee who is required to attend full-time training shall be paid an amount equal to the difference between the payment received in respect of their attendance at the camp and the amount of ordinary time earnings they would have received for working ordinary time during that period.

6.11.3 To receive payment, an employee shall provide to the Company proof of attendance and proof of Defence Forces Reserve rate of pay and total payment received for the time spent in training.

6.11.4 Employees seeking to take Defence Force Service Leave, must provide notice to the Company at least 1 month prior to the period of training. The notice should detail the start and finishing dates for training.

#### **6.12 PARENTAL LEAVE**

Parental Leave is provided for in Schedule 2 of this Agreement.

#### **6.13 EMERGENCY SERVICES LEAVE**

6.13.1 Full-time and part-time employees involved in recognised voluntary services including S.E.S. and fire fighting shall be entitled to paid time off to attend to emergency situations.

6.13.2 It shall be the responsibility of the employee to keep the Company informed about the time off needed to attend to emergency duties.

6.13.3 To receive payment, an employee shall provide the Company proof of attendance to the emergency situation.

6.13.4 Paid time off for attendance at emergencies in the local area shall not be unreasonably restricted.

6.13.5 Paid time off for emergencies that are not local shall be limited to 2 days but may be increased depending upon the nature of the emergency for example, major bush fires.

#### **6.14 NATURAL DISASTER LEAVE**

In the event of a natural disaster or other force of nature which severely disrupts the normal social activities of an area or region and full-time and part-time including temporary employees are unable to report for work as a result of such disaster or force of nature then:

- (a) The Company shall discuss with the employee the taking of annual leave to cover the day(s) off work; or

- (b) The Company and the employee may mutually agree for make-up time to be worked; and
- (c) The intention of paragraphs (a) and (b) above is to avoid the loss of pay for an employee unable to perform rostered work through no fault of their own;
- (d) Where a "yellow alert" is announced for cyclones, or where flooding and bush fires are imminent, employees with children shall be allowed to leave work to care for their children sent home from school. Time away from work is unpaid and shall only apply during the school term.

#### **6.15 BONE MARROW LEAVE**

6.15.1 An employee who is absent during ordinary working hours for the purpose of donating bone marrow, or for the purpose of undertaking a blood test as part of the process of becoming a registered bone marrow donor, will not suffer any deduction of pay up to a maximum of:

- (a) 2 hours or not more than 2 occasions for the purpose of blood testing as part of the process of becoming a registered bone marrow donor; and
- (b) Up to 3 days on any occasion that a bone marrow donation is given.

6.15.2 In relation to blood testing as part of the process of becoming a registered bone marrow donor the employee must arrange for the absence from work to be on a day suitable for the Company and the absence must be as close as possible to the beginning or ending of the employee's ordinary working hours.

6.15.3 In relation to bone marrow donations the employee must provide the Company with as much notice as is possible of requested bone marrow donation.

6.15.4 So far as is possible the employee must make arrangements for a bone marrow donation so as to minimise the absence from work.

6.15.5 Proof of attendance of the employee at either blood test or bone marrow donation and the duration of respectively the blood test or the bone marrow donation must be provided to the Company.

#### **6.16 LEAVE WITHOUT PAY**

6.16.1 "Leave without pay" means an approved period of unpaid leave, which shall not break continuity of employment and which whilst not exhaustive, may include leave for:

- (a) an employee who is studying and requires time to attend exams;
- (b) an employee who is studying for exams;
- (c) an employee who wishes to travel overseas or interstate for an extended period;
- (d) an employee who requires time off to care for a sick or injured close relative; or
- (e) an employee who wishes to return to studies on a full-time basis.

6.16.2 Any leave taken in accordance with this clause, other than leave taken pursuant to clause 6.16.1 (a) and (b), shall be subject to the following:

- (a) mutual agreement; and
- (b) a maximum period of 4 months, and
- (c) all other appropriate leave entitlements and accrued time off in lieu including RDO's must be exhausted.

6.16.3 In the case of leave under paragraph 6.16.1(a) and (b) up to 2 weeks leave to study for exams in conjunction with the necessary time to attend exams shall be granted where the application for leave is made well in advance of the leave being sought and where the application for leave is accompanied by satisfactory proof of the exam timetable.

6.16.4 Where a full-time or part-time employee proceeds on leave without pay of one weeks duration or more, all entitlements to annual leave, sick leave, or long service leave will be frozen from the date of commencing such leave to the date of returning from such leave.

6.16.5 Leave without pay under this clause shall not break continuity of service.

## **PART 7 TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **7.1 PERMANENT TRANSFERS**

When the Company permanently transfers an employee from one city or town to another and the employee accepts the transfer, the Company shall be responsible for and shall pay the whole of the moving expenses including fares, transport charges and temporary accommodation for the employee and their family. This clause shall not apply where the transfer has occurred at the request of an employee.

### **7.2 TEMPORARY TRANSFERS**

When an employee is temporarily transferred from one store to another at the direction of the Company they shall be entitled to the following:

- (a) Cost of accommodation;
- (b) Any additional fare costs for using public transport;
- (c) Any additional cost for private kilometrage calculated on the basis of Australian Taxation Office rates in accordance with clause 4.5.3;
- (d) Payment of additional travelling time outside of rostered hours at 100% of the ordinary time earnings rate where the employee travels to the point of temporary transfer.

Provided that the payments prescribed by this clause shall cease should the employee be permanently transferred to the point of temporary transfer.

### **7.3 PERMANENT TRANSFER - OTHER THAN QLD, NSW AND ACT**

Where the Company wishes to permanently transfer an employee from one store to another store the Company shall provide a minimum of 7 days notice of such transfer provided that the Company and the affected employee may agree to a shorter period of notice. In the case of a permanent transfer, the Company shall have regard for the employee's personal circumstances including transport related issues.

#### **7.4 TEMPORARY TRANSFER - OTHER THAN QLD, NSW AND ACT**

Subject to the needs of the business, the Company may request an employee temporarily transfer from their allocated store to another store.

#### **7.5 SAFE TRANSPORT**

7.5.1 Where an employee by the working of overtime is disadvantaged in that their regular means of safe transport is not available to them, then the Company shall transport the employee home or to safe transport at no cost to the employee.

7.5.2 Where an employee's roster is changed for a period of less than 4 weeks and the changed roster results in the employee finishing work after midnight but before 5.00am in the following morning, and in the absence of safe transport, the Company shall transport the employee home or to safe transport, whichever is the closer, at no cost to the employee.

7.5.3 An employee who finishes work when there is inadequate lighting or security from the place of work to the car park, may request the Company to provide an escort to the point where the employee's transport is available.

7.5.4 A request from an employee, pursuant to clause 7.5.3 above shall not be unreasonably refused by the Company.

7.5.5 Employees required to cease duty after dark shall be allowed time off without loss of pay to move their car closer to the store.

### **PART 8 - TRAINING AND RELATED MATTERS**

#### **8.1 TRAINEESHIP WAGES AND CONDITIONS**

Traineeships are provided for in Schedule 5 of this Agreement.

### **PART 9 OCCUPATIONAL HEALTH AND SAFETY, EQUIPMENT, TOOLS AND AMENITIES**

#### **9.1 OCCUPATIONAL HEALTH AND SAFETY**

##### **9.1.1 Objective**

The Company, its employees, and the SDA are committed to achieving and maintaining healthy and safe working conditions in all Company workplaces. This goal can best be achieved by developing a comprehensive approach to managing health and safety with joint involvement of management, employees, their elected Occupational Health and Safety Representatives and the SDA.

This approach shall achieve a safer workplace through the following objectives:

- (a) To actively participate in the identification and control of workplace hazards;
- (b) To reduce the incidence and costs of occupational injury and disease; and
- (c) To provide an occupational rehabilitation system for employees affected by occupational injury or illness.

#### 9.1.2 Consultation

To ensure the effective elimination, minimisation and management of risks to health and safety in the workplace, the following consultative mechanisms shall need to be maintained:

- (a) The election of Health and Safety Representatives in accordance with relevant legislative requirements;
- (b) An Occupational Health and Safety Committee with equal representation of management and employees in accordance with relevant legislative requirements;
- (c) Consultative procedures for the resolution of occupational health and safety issues.

#### 9.1.3 Occupational Health and Safety Training

The Company and the SDA are committed to enabling all employees to receive appropriate occupational health and safety training. Occupational Health and Safety Representatives shall be given paid leave to attend appropriate occupational health and safety training as approved by the Company, which will ensure that it is in accordance with State or Territory legislation.

Where an issue arises regarding attendance at training programs, this shall be resolved by taking the matter through the Dispute Procedures in clause 2.1.

The Company must provide induction and on the job training to all employees on the Company's occupational health and safety policy, particular hazards associated with the job, control measures applicable to these hazards and procedures for reporting and preventing hazards in the workplace.

#### 9.1.4 Occupational Rehabilitation

The Company must maintain a process for the occupational rehabilitation of employees affected by occupational injury and illness which aims to return these employees to their pre-injury status within the community, their families and employment. Injured workers shall be provided with suitable duties wherever possible.

Occupational rehabilitation incorporates medical treatment and a multi-disciplinary range of skills necessary in the management of an injury or illness. This process must include early intervention with appropriate, adequate and timely services based on needs assessed by the treating doctor, other health professionals and/or the Rehabilitation Coordinator in consultation with the employee.

The process is to be managed in a consultative framework including the injured employee, treating doctor, the Company, the rehabilitation provider, where appropriate, and as requested by the employee, the SDA.

#### 9.1.5 Change to Equipment or Work Practices

- (a) Where any proposed changes to equipment, substances or work practices may reasonably be expected to affect employee health and safety, the Company must consult with:
  - (i) The employees concerned;
  - (ii) The Occupational Health and Safety Representatives of the employees concerned; and

- (iii) Any Occupational Health and Safety Committee established in the workplace, to identify and resolve potential health and safety problems. Change must not occur until identified risks are controlled.
- (b) Where the issue is beyond store control and/or affects stores on a state/territory wide or national basis, these matters must be managed at a national or state level. The SDA must also be notified. National implementation of changes must not occur until identified risks are controlled.
- (c) As far as practicable consideration must be given to the health and safety implications of store design and purchasing of equipment.

#### 9.1.6 Renovations

- (a) As soon as practicable after a decision is made to renovate a store, the Company must notify:
  - (i) The workplace Occupational Health and Safety Committee;
  - (ii) The Occupational Health and Safety Representative;
  - (iii) The employees affected; and
  - (iv) The appropriate branch of the SDA.
- (b) The Company must take appropriate action to minimise or where possible eliminate any risks to employee health and safety during renovations. Employees must co-operate with Company directions during renovations to minimise risks within the workplace
- (c) Where an issue or disagreement arises regarding the renovations, such issue or disagreement must be resolved by taking the matter through the Dispute Procedure in clause 2.1.

#### 9.1.7 Application of State and Territory Laws

Nothing in this clause must operate to remove, lessen, diminish, or otherwise effect in any way whatsoever:

- (a) The obligations and duties of the Company, it's employees or the SDA, under any applicable law relating to workplace health and safety; or
- (b) The rights and duties of any persons or authority who has any power relating to the monitoring, implementation, inspection, enforcement or prosecution of any matter arising under such laws; or
- (c) The operation and application of such laws.

#### 9.1.8 Risk Identification, Assessment and Control

- (a) The Company must take all practicable steps to ensure all hazards likely to cause injury are identified and assessed. The Company shall do this through store hazard inspections, accident investigations, State/Territory based and national collection and analysis of accident statistics.
- (b) All employees must take all practicable steps to identify and report hazards to management.
- (c) The hazards identified must be assessed and controlled in the following manner by the store manager ensuring that risks are assessed and control measures developed and implemented in consultation with:

- i) The employees concerned;
  - ii) Any Occupational Health and Safety Representatives for the employees concerned; and
  - iii) Any Occupational Health and Safety Committee established in the workplace.
- (d) Where the issue is beyond store control and/or affects stores on a State/Territory wide or national basis, the risk assessment process must be coordinated by the Company's State or National Office with input sought from employees and where appropriate the SDA, to formulate and implement agreed control measures.

#### 9.1.9 Occupational Health and Safety Representatives

The Company accepts that notwithstanding the operation of State and Territory legislation, each workplace may be represented by an elected Occupational Health and Safety Representative. Elections are to be conducted in accordance with any applicable State or Territory legislation.

## 9.2 AMENITIES

9.2.1 The Company shall provide and maintain first-aid equipment and facilities which shall be under the control of the store manager or other appointed persons.

9.2.2 Where practicable, the Company shall provide locker accommodation for each employee. Such lockers, where provided shall be maintained in good working order.

9.2.3 Where practicable, the Company shall provide a room containing adequate seating accommodation with a sufficient supply of hot water.

9.2.4 In Queensland and New South Wales the Company shall provide chilled water by means of a sanitary drinking fountain in each store.

9.2.5 The Company shall permit use of a Company noticeboard(s), of adequate size, in a prominent position to be decided by the Company at each store, upon which the SDA shall be permitted to post formal SDA notices, provided that:

- (a) A notice to be posted on the noticeboard shall be referred to the Company prior to posting on the noticeboard.
- (b) Any notice posted on a noticeboard which is not a formal notice or has not been referred to the Company may be removed by either party.

9.2.6 The Company shall provide the necessary stationery for an employee to perform their duties.

9.2.7 An up-to-date copy of this Agreement shall be posted and maintained by the Company in a prominent place accessible to the employees.

9.2.8 Employees working on cash registers may keep bottled water with them that is kept out of sight of customers. Provided that the plastic bottle allows for noiseless drinking, and drinks are taken discretely and not in view of customers.

### **9.3 CLEANING DUTIES**

9.3.1 It shall be part of an employee's duties to perform cleaning functions incidental to their work.

9.3.2 Without limiting the generality of clause 9.3.1 above, the dusting of shelves and of stock, sweeping, the cleaning of implements and fixtures used in the work, and the cleaning (including vacuum cleaning) of the immediate work area shall be so included.

9.3.3 An employee subject to this Agreement shall not be required to do any scrubbing of floors or cleaning of toilet facilities but may be required to clean the immediate area in which they are engaged in the event of a spillage.

9.3.4 An employee shall not be required to carry out systematic cleaning duties which go beyond the incidental functions as outlined in clause 9.3.2.

### **9.4 DRESS STANDARD**

9.4.1 The Company, having regard to the nature of the industry, the work to be performed and the comfort of the employee, shall have the right to determine a preferred standard of dress for each employee including uniform and colour of clothing. Where employees are not being supplied with a uniform, then such employees cannot be directed to purchase items of clothing (including stockings or shirts), however such employees must make a reasonable attempt to comply with the Company's standard of preferred dress.

9.4.2 The SDA acknowledges if an employee wishes to purchase items of clothing, the Company will make available tax deductible items of clothing which bear the Company logo. Upon commencement, employees are to be informed that the Company's standard of preferred dress and laundry costs are tax deductible.

9.4.3 Employees shall be neat and tidy at all times (as would be acceptable when dealing with customers) and shall be responsible for maintaining their uniforms in a neat and tidy condition. If an employee is not satisfactorily dressed in accordance with the dress code when in attendance at the work place, they may be directed to cease work without pay until such time as they are dressed to the required standard.

9.4.4 The Company will not be harsh or unreasonable in applying clause 9.4.3.

9.4.5 No employee will be required to dress in a revealing or indecent manner that would cause the employee embarrassment.

9.4.6 An employee shall have regard to all matters of workplace health and safety in their dress and footwear. In particular, no open faced footwear shall be worn whilst at work.

9.4.7 The Company will replace without charge to the employee faulty items of clothing from the tax deductible preferred dress range that have been purchased by the employee. The Company will consider the replacement of items of clothing where major damage occurs to any such item during the course of duty.

9.4.8 Storepersons/back dock receivers not in view of customers can, by request, purchase and wear Company standard shorts.

9.4.9 Storepersons/back dock receivers may also request the provision by the Company of an insulated jacket. Such requests shall not be unreasonably refused by the Company.

**9.5 ALCOHOL AND ILLEGAL DRUGS**

9.5.1 The parties agree that the use of alcohol or illegal drugs during working hours, including meal breaks, is not permitted.

9.5.2 An employee found to be under the influence, in possession, or in control of an illegal drug may be dismissed.

9.5.3 An employee found to be under the influence of alcohol may be dismissed.

**9.6 JOURNEY INSURANCE - WA ONLY**

From 1 January 2002, the Company will ensure an insurance policy is in place that will cover WA employees for injuries incurred during journeys to and from work.

The terms of such insurance cover and the associated benefits will be in accordance with standard journey insurance policies generally on offer by commercial underwriters in Western Australia.

**9.7 ACCIDENT PAY - VICTORIA ONLY**

If following an injury an employee receives compensation under the applicable State legislation, then that compensation payment shall be increased by the Company to the amount of the usual weekly rate for the average rostered hours worked by the employee at the time of the accident. This payment made by the Company 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.

**9.8 PROTECTIVE CLOTHING - COLD WORK**

9.8.1 An employee whose primary function is the handling or loading of goods into or out of freezer rooms or freezer cabinets (i.e. a room or cabinet with an inside temperature falling below 0 degrees Celsius) shall when working in freezer rooms be provided with the following protective clothing:

- (a) Fully insulated parka with hood;
- (b) Fully insulated protective gloves; and
- (c) Fully insulated protective trousers (upon request).

9.8.2 An employee whose primary function is working in a public dairy room or backfilling a dairy cabinet shall be provided with the following protective clothing:

- (a) Fully insulated parka with hood;
- (b) Fully insulated protective gloves;
- (c) Fully insulated protective trousers (upon request); and
- (d) Waterproof boots.

9.8.3 An employee whose primary function is backfilling in a freezer room (i.e. a room with an inside temperature falling below 0 degrees Celsius), shall be provided with the following protective clothing:

- (a) Fully insulated protective boiler suit;
- (b) Fully insulated protective head gear;
- (c) Fully insulated protective gloves; and
- (d) Fully insulated protective boots.

9.8.4 An employee whose primary function is the handling or loading of goods into or out of freezer cabinets shall be provided with fully insulated protective gloves and upon request a fully insulated parka.

9.8.5 An employee whose primary function is the handling or loading of goods into or out of dairy cabinets shall be provided with fully insulated protective gloves.

9.8.6 Items of protective clothing detailed in this clause shall be laundered by the Company at the Company's expense.

**9.9 PROTECTIVE CLOTHING - LOADING OF VEHICLES**

9.9.1 Suitable protective clothing shall be provided, upon request, to employees who are required to load or unload trucks or customer's vehicles.

9.9.2 An employee unloading and/or loading stock from a truck or who operates loading equipment for the majority of their working time, shall be issued with a pair of safety boots by the Company. Loading equipment shall not include stock trolleys.

**9.10 PROTECTIVE CLOTHING - DIRTY WORK**

Where it is agreed the work performed by an employee is of a dirty, wet or obnoxious nature, suitable protective clothing and/or footwear shall be supplied and as necessary laundered by the Company.

**SCHEDULE 1 SAVINGS PROVISIONS****1. General Saving Provision**

A number of employees of the Company receive hourly rates of wage higher than those prescribed by this Agreement. This may arise for a variety of reasons. With respect to all employees receiving an hourly rate higher than that prescribed by this Agreement, their hourly rate of wage is saved and will increase by an amount equivalent to 50% of the wage increases prescribed in this Agreement.

**2. Casual Loading - NSW and ACT**

(a) Adult casual employees employed prior to 1 January 2001, shall be paid a casual loading of 21%.

(b) No existing casual can be replaced by a new casual on the lower loading solely as a cost saving measure.

**3. Part-time Minimum Hours**

(a) In Queensland, Part-time employees employed prior to 17 December 1998, shall not have their hours reduced below 12 hours per week.

(b) In all other States and Territories, part-time Team Members employed prior to 1 January 2001, shall not have their hours reduced below 12 hours per week.

**4. Monday to Sunday Work**

In Queensland, an existing employee as at 2 September 1996 who was regularly rostered to complete their ordinary time of work:

Monday to Friday	by 10.00 pm
Saturday	by 6.00 pm
Sunday	by 6.00 pm

shall not have their roster changed to finish their ordinary hours of work after those times unless volunteers have been called for. If there are not sufficient volunteers then the roster of the employee may be changed by the giving of seven days notice.

**5. Sunday Work - NSW and ACT**

(a) An employee engaged prior to 30 May 1994, who works in a store where Sunday trading is legal and has chosen not to work ordinary hours on a Sunday, shall not be forced to work on a Sunday as part of ordinary hours;

(b) An employee engaged prior to 30 May 1994, who does not work on a Sunday as part of ordinary hours, shall not be forced to work on a Sunday as part of ordinary hours.

(c) Employees working between 6.00 pm. and 8.00 pm on Sundays as at 1 January 2001 shall be saved as follows:

Full-time Employees

A full-time employee shall receive the first pay rise in this Agreement calculated on the basis of the penalty rate that existed previously between 6 pm. and 8 pm on a Sunday.

The weekly rate thus calculated shall be the employee's saved rate until any wage increase calculated under this Agreement catches up.

Part-time Employees

A part-time employee shall receive the first pay rise in this Agreement calculated on the basis of the penalty rate that existed previously between 6.00 pm and 8.00 pm on a Sunday.

The weekly rate for the part-time employee's core hours thus calculated shall be the employee's saved rate until any wage increase calculated under this Agreement for those core hours catches up.

Regular Casual Employees

A regular casual employee shall receive the first pay rise in this Agreement calculated on the basis of the penalty rate that existed previously between 6.00 pm and 8.00 pm on a Sunday.

The hour's rate for the casual employee between 6.00 pm and 8.00 pm on a Sunday thus calculated shall be the employee's saved rate for work at this time until the hourly rate calculated under this Agreement for these hours catches up.

For the purpose of this clause only, a "Regular Casual Employee" shall mean a casual employee who has worked on a minimum of six occasions between 6.00 pm and 8.00 pm on a Sunday over the 12 weeks immediately preceding 13 November, 2000. Provided that absences on account of study leave, holidays, illness or other pressing necessity shall not exclude a casual employee who otherwise would have fallen within this definition.

**6. Sunday Trading - Queensland Only**

- (a) Where employees current as at the date of certification of this Agreement were protected from working Sundays under their previous Award or Agreements, it shall remain voluntary for those employees to be rostered to work on Sundays.
- (b) Where an employee protected by clause (a) transfers at the employee's own request to a store where Sunday trading is already lawful, the employee will not have the right to refuse to work on Sundays at the new store.
- (c) Where an employee transfers at the request of the Company from a non-Sunday trading store to another store where Sunday trading is already lawful, the employee will retain the right to refuse to work on Sunday at the new store.
- (d) Where the introduction of Sunday trading in an area is accompanied by State legislation or a Queensland Industrial Relations Commission Order or award for voluntary work for employees current as at the date of the introduction of Sunday trading, this shall be observed in those stores which commence trading on Sundays.

**7. Rosters**

(a) In NSW, no full-time employee engaged prior to 30 May 1994, shall be forced to change from a 19 day 4 week roster to either a straight 38 hour week with no RDO or to a 4 day week.

(b) In Queensland, a part-time employee may specifically agree in writing to have 6 starts per week on a regular basis provided the employee is rostered for not less than 24 hours per week on a regular basis and the 6th start shall not exceed 4 hours on ordinary time.

**8. Allowances**

In NSW, an employee who, as at 1 July 1996, was receiving the higher duties allowance as the freezer controller and chiller controller and simultaneously receiving the full amount for cold work shall not have their combined weekly amount reduced as a result of the making of the Agreement.

**9. Night Work**

In NSW, an employee who, prior to the 1 July 1996, regularly worked ordinary hours after 10.00pm and was paid at the overtime rate for those hours, or was paid a loading on the hours between 10.00 pm. and Midnight, and who continues to work those hours, shall not be paid less for those hours than the employee was previously paid prior to 1 July 1996.

**10. Junior Rates**

In NSW, the minimum junior rate for work performed between the hours of Midnight to 5.00am Monday to Saturday and between Midnight Saturday to 6.00am Sunday and 6.00pm Sunday to 5.00am Monday shall be at the 18 year old rate.

**11. Protection of Existing Hourly Rate of Pay**

In Queensland the Company gives a commitment that where as a result of the implementation of this Agreement, the hourly rate of pay inclusive of penalties and/or loadings for an employee's classification of work (ie. full-time, part-time or casual) decreases from the rate which would have been applicable under the previous Agreement, the higher hourly rate of pay will be maintained for that employee until the applicable hourly rate of pay specified by this Agreement increases to the previous higher rate.

**12. Higher Duties**

In Queensland, where an employee was paid at a level higher than that prescribed for a Higher Duties position, the employee shall retain the rate paid prior to the commencement of this agreement and shall further receive the first wage increase under this Agreement. That rate shall be retained until the Agreement rate for the employees Grade reaches that level.

In Queensland and NSW, an employee in receipt of the Higher Duties Allowance due to their employment as Head Cashier or Merchandiser shall retain this allowance until the Agreement rate reaches that level.

**13. WA SAVINGS PROVISIONS**

13.1 A number of employees of the Company receive hourly rates of wage higher than those prescribed by this Agreement. This may arise for a variety of reasons including but not limited to the following: historical "overaward" payments, rates paid to employees engaged prior to the certification of the Action Food Barns (WA) Pty Ltd/SDA Agreement 1997 with respect to hours worked on a Thursday night, Saturday or on nightfill. With respect to all employees receiving an hourly rate higher than that prescribed by this Agreement, their hourly rate of wage is saved and will increase by an amount equivalent to 50% of the wage increases prescribed by clause 4.1 hereof.

By way of example tables of saved rates for adult casuals engaged by the Company prior to the certification of the Action Food Barns (WA) Pty Ltd/SDA Agreement 1997 are set out below:

<u>CASUAL EMPLOYEES</u>	<u>From 04/01/2004</u>	<u>From 30/05/2004</u>
Thursday Night	\$17.65	\$17.80
Saturday	\$19.55	\$19.95
Nightfill	\$17.05	\$17.20
Nightfill Saturday	\$23.30	\$23.55

13.2 When an existing Junior employee on a saved rate of pay has a birthday, the Company may absorb any birthday increase into their saved rate of pay.

Where the birthday increase results in the employee receiving a higher hourly rate of pay under this Agreement than the saved rate, the saved rate of pay shall no longer apply.

13.3 No existing employee shall have their hours of work varied with the intent of avoiding the savings provisions.

13.4 No existing employee shall have their hours of work reduced as a result of new employees being employed on any lower rates contained in this Agreement.

**13.5 Broome Store Public Holidays**

- (a) Subject to the provisions of this sub clause, the Company may roster permanent employees to work ordinary hours on up to four public holidays per year, excluding Christmas Day and Good Friday without any additional penalty for such ordinary hours work.
- (b) Where ordinary hours are worked on a public holiday in accordance with clause 6.1 1 or 6.1.2 of this Agreement, employees shall be entitled to accumulate up to five additional paid days off which shall be taken in conjunction with such employee's annual leave.

Additional days leave shall accrue as follows:

<u>Number of Public Holiday</u> <u>Worked</u>	<u>Number of Days Added to</u> <u>Annual Leave</u>
1	1
2	2
3	4
4	5

- (c) Work performed on public holidays other than as provided by this clause shall be paid for at the rate of double time and a half.

**14. Broken Hill**

- (a) Any current and new permanent employees employed in Broken Hill will receive 5 weeks Annual Leave in accordance with the Broken Hill Commerce and Industry Consent Award 2001.
- (b) Any current and new employees employed in Broken Hill will receive 13 weeks Long Service Leave for each 10 years of continuous service in accordance with the Broken Hill Commerce and Industry Consent Award 2001.

**SCHEDULE 2            PARENTAL LEAVE**

**PARENTAL LEAVE**

1.1 The provisions of this clause apply to full-time and part-time employees, and only apply to eligible casual employees as per 1.15 of this clause.

1.2 Nature of leave

Parental leave is unpaid leave

1.3 Definitions

- (a) Child means a child of the employee under the age of two years except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of 6 months or more.
- (b) In relation to Maternity or Paternity Leave, spouse includes a de facto or former spouse.
- (c) In relation to Adoption Leave, spouse includes a de facto spouse but does not include a former spouse.
- (d) Former position means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this clause whichever first occurs or, in the case of an employee transferred to a safe job in accordance with clause 1.5(f) , the position she held immediately before such transfer. If such position no longer exists and there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, former position shall mean a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (e) Continuous service means service under an unbroken contract of employment and includes:
  - (1) any period of leave taken in accordance with this clause;
  - (2) any period of part-time employment worked in accordance with this clause; or
  - (3) any period of leave or absence authorised by the Company or by the Agreement.

**1.4 Basic entitlement**

- (a) Except as provided in paragraph (b) hereof, after 12 months' continuous service, parents are entitled to a total of 78 weeks parental leave on a shared basis in relation to the birth or adoption of their child.
- (b) Where an employee requests more than 52 weeks leave, the Company will confirm the arrangements for this additional leave no later than 4 weeks before the commencement of the additional leave.

- (c) Each parent is allowed up to 12 months parental leave (including concurrent leave) irrespective of the amount of leave taken by the other parent.

### 1.5 Maternity Leave

- (a) an employee must provide notice to the Company in advance of the expected date of commencement of parental leave. The notice requirements are:
  - (i) at least 10 weeks prior - advise the Company of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant); and
  - (ii) at least 4 weeks prior - of the date on which the employee proposes to commence parental leave and the period of leave to be taken.
- (b) When the employee gives notice under paragraph (a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) A employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the child occurring earlier than the expected date.
- (d) Where an employee continues to work within the 6 week period immediately prior to the expected date of birth, or where the employee elects to return to work within 6 weeks after the birth of the child, The Company may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (e) Special Maternity Leave
  - (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, the employee may take special maternity leave and personal leave of such periods as a registered medical practitioner certifies is necessary.
  - (ii) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
  - (iii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 78 weeks.

- (f) Transfer to a safe job
  - (i) Where an employee is pregnant and, 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 employee make it inadvisable for the employee to continue at her present work, the employee will, if the Company deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
  - (ii) If the transfer to a safe job is not practicable, the employee may elect, or the Company may require the employee to commence maternity leave for such period as is certified necessary by a registered medical practitioner.

### **1.6 Paternity Leave**

- (a) An employee will provide to the Company at least 10 weeks prior to each proposed period of paternity leave:
  - (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
  - (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
  - (iii) a statutory declaration stating:
    - (1) he will take that period of paternity leave to become the primary care-giver of a child; and
    - (2) particulars of any period of maternity leave sought or taken by his spouse; and
    - (3) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- (b) The employee will not be in breach of this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

### **1.7 Adoption Leave**

- (a) The employee will notify the Company at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Before commencing adoption leave, an employee will provide the Company with a statutory declaration stating:
  - (i) the employee is seeking adoption leave to become the primary care-giver of the child; and

- (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (c) The Company may require an employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the Company immediately and the Company will nominate a time not exceeding 4 weeks from receipt of notification for the employee's return to work.
- (e) A employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (f) A employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Company should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to 2 days unpaid leave. Where paid leave is available to the employee, the Company may require the employee to take such leave instead.

#### **1.8 Return to work after cancellation of Parental Leave**

Where an employee has commenced parental leave and loses their child during the period of leave an employee may return to work at any time, as agreed between the Company and the employee provided that time does not exceed 4 weeks from the recommencement date desired by the employee.

#### **1.9 Variation of period of Parental Leave**

Provided the maximum period of parental leave does not exceed the period to which the employee is entitled under this Schedule:

- (A) the period of leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
- (B) the period may be further lengthened by agreement between the employee and the Company.
- (C) The period of leave may, with the consent of the Company, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

### **1.10 Parental Leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 78 weeks.

### **1.11 Returning to work after a period of Parental Leave**

- (a) An employee will notify of their intention to return to work after a period of parental leave at least 4 weeks prior to the expiration of the leave.
- (b) A employee is able to return on fewer hours than their contracted hours prior to going on parental leave, for a period up to the child's 3rd birthday (or 3rd anniversary of placement), as provided for in 1.14 of this clause.

Provided that, the hours and rosters to be worked will be agreed between the Company and the employee.

- (c) A employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 1.5(f), the employee will be entitled to return to the position they held immediately before such transfer.

Where such position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

- (d) In rostering employees across the span of hours the Company will respect genuine family responsibilities of the employee, where the employee is the primary care giver.

### **1.12 Voluntary casual work whilst on parental leave**

An employee on parental leave may work casually for the Company during the period of parental leave without effecting any entitlement arising under this Schedule. Casual work may only be performed by an employee on parental leave at the discretion of management and where the employee has requested to work casually and where there is mutual agreement as to the casual work.

### **1.13 Replacement employees**

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) Before the Company engages a replacement employee the Company must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### **1.14 Part-time work**

The following provisions apply to full-time and part-time employees only.

(a) Entitlement

- (i) A employee may work part-time in one or more periods at any time from the date of birth of the child until the child's 2<sup>nd</sup> birthday or, in relation to adoption, from the date of placement of the child until the 2<sup>nd</sup> anniversary of the placement.
- (ii) By agreement, a female employee may also work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (iii) A employee may work part-time in relation to a gradual return to full-time work on return from parental leave until the child's 2<sup>nd</sup> birthday (or 2<sup>nd</sup> anniversary of the child's placement in the case of adoption).
- (iv) The period of part-time work may be extended until the child's third birthday where operational requirements of the Company permit.

(b) Return to former position

- (i) Following a period of part-time employment as provided for in clause 1. 14, an employee has the right to return to his or her former position.
- (ii) Nothing in (a) hereof shall prevent the Company from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

(c) Effect of part-time employment on continuous service

Commencement of part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(d) Pro-rata entitlements

Subject to the provisions of this clause and the matters agreed to in accordance with paragraph (b) hereof, part-time employment shall be in accordance with the provisions of this Agreement that shall apply pro-rata.

(e) Part-time work agreement

- (i) Before commencing a period of part-time employment under this clause the employee shall advise the Company:
  - (1) that the employee wants to work part-time; and
  - (2) the period of part-time employment.
- (ii) The employee and the Company shall then agree:
  - (1) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work; and

- (2) upon the classification applying to the work to be performed.
- (iii) The terms of this agreement may be varied by consent.
- (iv) The terms of this agreement or any variation to it shall be put in writing and retained by the Company. A copy of the agreement, and any variation to it, shall be provided to the employee by the Company.
- (v) The terms of this agreement shall apply to the part-time employment.
- (f) Termination of employment
  - (i) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this Agreement but may not be terminated by the Company because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
  - (ii) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro-rata basis.
- (g) Extension of hours of work

The Company may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (e) hereof.
- (h) Nature of part-time work

Where possible, an employee returning to work part-time under this provision shall perform the work of his or her former position. Where this is not possible, the work shall be work otherwise performed under this Agreement.
- (i) Inconsistent Agreement provisions

An employee may work part-time under this clause irrespective of any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions prescribing a minimum or maximum number of hours a part-time employee can work.
- (j) Replacement employee
  - (i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this clause.

- (ii) A replacement employee may be employed part-time. Subject to this clause, paragraphs (d) to (f) and paragraph (i) hereof apply to the part-time employment of a replacement employee.
- (iii) Before the Company engages a replacement employee under this clause, the Company shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (k) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of this Agreement.

1.15 Eligible casual employees

- (a) A casual is entitled to parental leave in accordance with the provisions of this clause 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 employee proposes to proceed on Parental Leave; and
    - (ii) have, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- For the purposes of this sub-clause, a regular casual shall mean a casual who has had at least 1 start per week.
- (b) On return from parental leave, the casual employee shall be engaged as a casual employee in accordance with this Agreement.
  - (c) Nothing in this clause shall operate to vary the nature of employment of the casual employee or affect the employee's rights or entitlements following return from parental leave in accordance with this clause.

### **Schedule 3 SUPPORTED WAGE**

#### 1. Definition

This clause defines the conditions that will apply to employees who because of the effects of a disability are eligible for a Supported Wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

"Supported Wage System" means the Commonwealth Government System to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in "(Supported Wages System: Guidelines and Assessment Process)".

"Accredited "Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

"Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

"Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

#### 2. Eligibility Criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

The clause does not apply to any existing employee who has a claim against the Company that is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to rehabilitation of employees who are injured in the course of their current employment.

This Agreement does not apply to the Company in respect of their facility, program, undertaking service or the like which received funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered Company to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an Organisation which has received recognition under s.10 or under s.12a of the Act, or if a part only has received recognition, that part.

#### 3. Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

<u>Assessed Capacity</u>	<u>% of prescribed Agreement rate</u>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable must not be less than \$61 per week. This amount shall be adjusted in accordance with National Wage Case increases.

\* Where a person's assessed capacity is 10% they shall receive a high degree of assistance and support.

#### 4. Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

the Company and the SDA, in consultation with the employee or, if desired by any of these;  
the Company and an accredited Assessor from a panel agreed by the parties to the agreement and the employee.

#### 5. Lodgement of Assessment Instrument

All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the employee shall be lodged by the Company with the Registrar of the Commission.

All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the SDA is not a party to the assessment, it shall be referred by the Registrar to the SDA by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

#### 6. Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

#### 7. Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro-rata basis.

8. Workplace Adjustment

The Company wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-designing of job duties, working time arrangements and work organisation in consultation with other employees in the area.

9. Trial Period

In order for an adequate assessment of the employee's capacity to be made, the Company may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

The 10% minimum amount payable to the employee during the trial period shall reflect all National Wage Increases that have occurred.

Work trials should include induction or training as appropriate to the job being trialled.

Where the Company and employee wish to establish a continuing employment relationship following the completion of the trial period, further contract of employment shall be entered into based on the outcome of assessment under clause 4.

**SCHEDULE 4                    INTRODUCTION OF CHANGE**

1.      Company's Duty to Notify

- (a)    Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the SDA.
  
- (b)    "Significant effects" include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

2.      Company's Duty to Discuss Change

- (a)    The Company will discuss with the employees affected and the SDA inter alia, the introduction of the changes referred to above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the SDA in relation to the changes.
  
- (b)    The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to above.
  
- (c)    For the purposes of such discussion, the Company shall provide in writing to the employees concerned and the SDA, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that the Company shall not be required to disclose confidential information, the disclosure of which would be detrimental to the Company's interests.

**Schedule 5            TRINEESHIPS****1.     Objectives and Application**

- (a)    The objective of this clause is to implement a system of remuneration to support a system of traineeships that are recognised as Approved Training Schemes. These traineeships may be undertaken on either a full-time, part-time or school based arrangement under a Training Agreement.
- (b)    This Clause shall only apply to Trainees who are registered under a Training Agreement approved by the relevant State or Territory Training Body.

**2.     Definitions**

- (a)    "Act" shall mean the relevant State or Territory Training legislation.
- (b)    "Approved Training Scheme" shall bear the meaning contained in relevant State or Territory Training legislation and shall include on-job Traineeships.
- (c)    "Australian Qualifications Framework (AQF)" shall mean a national system of recognition for the issue of vocational credentials.
- (d)    "Course of Instruction" shall mean the training programs and/or training packages approved from time to time by the relevant State or Territory Training Council or its successor including the minimum training requirements.
- (e)    "Company" shall bear the meaning given to that term in the Act.
- (f)    "Existing employee" shall mean an employee who undertakes a traineeship on a part-time, school-based or full-time basis subsequent to being employed by the Company Limited on a permanent basis. An existing employee shall retain all pre-existing conditions including wages and leave entitlements (in accordance with the relevant EA) and tenure of employment after the completion of the Traineeship. Existing employees would be required to undertake any private study in their own time.
- (g)    "Part-time Trainee" shall mean a Trainee who undertakes a Traineeship on a part-time basis by working less than full-time ordinary hours and by undertaking the course of instruction at the same or lesser training time than a full-time Trainee. In addition, a part-time Trainee shall have reasonably predictable hours of work, and shall be rostered to work on a regular and continuous basis.
- (h)    "Relevant State or Territory Training Council" shall include the powers and responsibilities as identified in the relevant State or Territory Training legislation. It shall also include any powers and responsibilities given in terms of successor legislation.
- (i)    "Trainee" means an employee who is bound by a Traineeship Agreement made in accordance with this clause.

- (j) "Traineeship" means a system of training that has been approved by the relevant State or Territory Training Council.
- (k) "Traineeship hours" shall mean the hours that a school based Trainee undertakes ordinary hours of work on the job, including on the job training.
- (l) "Training Agreement" shall bear the meaning contained in the relevant State or Territory Training legislation.
- (m) "Training Record" shall bear the meaning contained in the relevant State or Territory Training legislation.

### **3. Transition Arrangements**

Current Traineeships bound by this clause will produce the same outcome as was initially intended. It is recognised that the term Traineeship, may be replaced with the introduction of the New Apprenticeship System to allow an employee to participate in an approved course of instruction under a Training Contract.

### **4 Training Conditions**

- (a) The Trainee shall attend a course of instruction in accordance with the provisions of the relevant State or Territory Training legislation and the delivery arrangements approved by the relevant State or Territory Training Council. The Company shall ensure that the Trainee is permitted to attend the course of instruction provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- (b) A Traineeship shall not commence until the relevant Traineeship Agreement has been signed by the Company and the Trainee and lodged for registration with the relevant State or Territory Training Council.
- (c) The Company shall provide a level of supervision in accordance with the Traineeship Agreement during the Traineeship period.
- (d) The Company agrees that officers of the relevant State or Territory Training Council will monitor the overall training program and that the training record may be utilised as part of this monitoring process.
- (e) Completion of the Approved Training Scheme shall be based on the successful achievement of competencies and associated minimum training requirements within the course of instruction that may be specified within the Training Record.

### **5. Employment Conditions**

- (a) General:
  - (i) The nominal duration of a traineeship is 12 months; provided that a Trainee shall be subject to a satisfactory probation period of up to thirty calendar days. By agreement in writing, and with the consent of the relevant State or Territory Training Council, the relevant Company and the Trainee may vary the duration of the Traineeship.

- (ii) The Trainee is permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
- (iii) Where the employment of a Trainee by an Company is continued after the completion of the Traineeship period, such Traineeship period shall be counted as service for the purposes of this Agreement or any other legislative entitlements.
- (iv) No Trainee shall work shiftwork unless the parties to the Traineeship, agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
- (v) The Trainee wage shall be the rate specified by this Agreement. Where the National Training Wage Award refers back to the award that shall be read as referring back to this Agreement. The provisions in the National Training Wage Award in respect of overtime or shift penalties shall be read to mean that the hourly rate of pay for the purposes of calculation of overtime or shift penalties is the hourly rate applicable to the relevant age as prescribed in this Agreement.
- (vi) All other terms and conditions of this Agreement that are applicable to the Trainee or would be applicable to the Trainee but for this clause shall apply unless specifically varied by this sub-clause.
- (vii) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full-time employment with the Company on successful completion of the Traineeship shall not be entitled to any termination, change or redundancy payment or any such like payment.
- (viii) Traineeship arrangements consist of a series of Certificate outcomes from AQF Levels 1 to Diploma. Each certificate outcome may be regarded as a separate traineeship. Parties may negotiate on the undertaking of higher level training on the completion of each certificate level or alternatively be contracted for a number of certificate outcomes under a single Training Agreement
- (ix) A traineeship shall not provide any guarantee of continued employment on the completion of the traineeship. The Company however, acknowledges that the intent is, where possible, subject to operational requirements and the availability of a position, to offer ongoing employment at the Company's store.  
  
If the trainee had tenure of employment with the Company immediately prior to commencing the traineeship then the trainee shall revert to, as a minimum, employment of equal status.
- (x) The application of this clause will cease to have effect for existing employees upon the expiry of this Agreement.

(b) Part-time Trainees:

- (i) Trainees may be engaged on part-time arrangements with the consent of the relevant State Training Council and be remunerated on a part-time basis in accordance with the provisions of this clause.
- (ii) Notwithstanding the provisions of this Agreement, the ordinary hours of work including on and off-the-job training for a part-time Trainee shall not be less than 15 hours per week averaged over the duration of the training agreement.
- (iii) A Trainee may be engaged on a part-time basis until such time as the Trainee attains the minimum training requirements within the course of instruction.
- (iv) A part-time Trainee shall be subject to a probationary period that shall expire after 30 calendar days or 152 hours of workplace employment whichever is longer. During the probationary period, employment may be terminated by either party in accordance with the provisions of the relevant State or Territory Training legislation.
- (v) All other terms and conditions of employment shall be determined by this Agreement including overtime, annual leave, sick leave and other relevant entitlements.
- (vi) Nothing within this clause will prevent the Company and part-time Trainee from progressing the Traineeship to a full-time basis.

**6. Wages and Progressions**

General:

Traineeships Level 1 and 2

The wages payable to new Trainees shall be in accordance with the provisions of the National Training Wage Award. These rates shall apply to Trainees who are undertaking a course of instruction that will lead to an AQF (2) outcome.

Traineeships Level 3.

The wages payable to new Trainees shall be based on National Training Wage Award. These rates shall apply to Trainees who are undertaking a course of instruction that will lead to an AQF (3) outcome.

(a) Part-time Trainees:

- (i) Payments for part-time Trainees shall be based on an hourly rate in accordance with the provisions of this Agreement. This agreement shall form the basis of wage calculation in respect of annual leave, overtime, sick leave and public holidays and shall apply on a prorata basis.
- (ii) The hourly rate for a full-time Trainee shall form the basis for wage calculations for part-time Trainees.

**7. Assessment and Review**

Any dispute or grievance arising from difficulties in translation, assessment, progression through the levels or the achievement of competence shall be addressed through the policy of the Relevant State Training Council in conjunction with the Wholesale, Retail and Personal Services Industry Training Advisory Board Inc. and the processes of the relevant State Training legislation.

**8. School Based Trainees**

- (a) For the purposes of the implementation of School Based Traineeships the following definitions shall apply:
- (b) 'Integrated Training Program' shall mean the combination of industry training and school curriculum: where the training program involves the obtaining of a nationally recognised qualification meeting a specified package of endorsed standards, within an Approved Training Scheme.
- (c) 'School based trainee' shall mean a full-time student undertaking a Traineeship in association with their school studies, i.e a combination of secondary schooling, an integrated training program and employment with an Company as part of a stable employment relationship. Such an arrangement requires:
- (i) a Training Agreement signed by the Company and the trainee or their guardian;
  - (ii) an employment contract involving on-the-job training and productive work;
  - (iii) off-the-job training undertaken by a Registered Training organisation which may be a school, TAFE or a private holder;
  - (iv) the student/employee attends school, training and work as required under the course of instruction; and
  - (v) as an outcome, the attainment of a senior secondary certificate and completion of or progress towards achieving a nationally recognised vocational education and training qualification.
- (d) School based trainees shall be entitled to a base hourly rate and an additional loading of 20% on the base hourly rate in lieu of the following entitlements as provided in this Agreement:
- Annual leave
  - Sick leave
  - Superannuation
- (e) For the purposes of wage arrangements under this agreement, a student is deemed to be in Year 10, Year 11 or Year 12 from the first of January of each year.

School Based Traineeship Wages: The wages payable to new School Based Trainees shall be in accordance with the provisions of this Agreement.

- (i) Those trainees who successfully complete the Approved Training Scheme shall receive the appropriate junior or adult rate of pay under the award or remain on the pay level prescribed within this clause whichever is the higher until a subsequent increment becomes due.
- (ii) School based trainees shall be remunerated in accordance with the Loaded Hourly Wage Rates prescribed in clause 8(d) for all time worked, including time spent undertaking on-the-job training.
- (iii) Provided, that while a trainee is predominantly attending a Secondary School as a full-time student, the trainee shall not be entitled to wages or any other entitlements prescribed in this Award, for the time spent undertaking the off the job component of the traineeship while attending a Secondary School and/or College of TAFE or other Registered Training organisation.
- (iv) Other than that prescribed in clause 8(d), a school-based trainee shall receive on a pro rata basis all employment conditions applicable to a full-time or part-time trainee except where varied by the terms of this clause.
- (v) Nothing within this clause will prevent the Company and school based trainee from progressing the traineeship to a full-time or part-time basis.

Upon completion of Secondary Schooling, where the trainee has not completed the Approved Training Scheme, the trainee - shall be regarded as a full-time or part-time trainee and entitled to all entitlements otherwise provided for a full-time or part-time trainee in the retail industry.

**SCHEDULE 6                      SECURITY GUIDELINES**

1. The security guidelines contained in this clause are to be applied when an employee is suspected of dishonesty. The SDA accepts, however, that if abnormal situations arise when it is impossible for the guidelines to be adhered to, protective measures may be used which are within the spirit of the guidelines but which may not be embraced within their written terms.
2. These guidelines will not apply when an employee is questioned about circumstances which do not involve or implicate that employee.
3. The SDA recognises that the Company:
  - (a) has the right to protect its property, interests and effects;
  - (b) has the right to establish and maintain proper security precautions towards this end and that trained security personnel may be engaged to carry out security investigations in a responsible manner.
4. The SDA recognises that employees have a duty of good faith to the Company and that employees are required to protect the property, interests and effects of the Company against theft or dishonesty, while having regard to the health and safety of employees.
5. The SDA wishes to ensure that proper regard is paid to its members' interests and liberties and, to this end, agrees to the following guidelines:
6. **Employee Interviews**
  - (a) When the Company is trying to discover whether, or by whom, a breach of the Company's security has been committed, the Company may question any employee whether suspected or not, from whom the Company thinks that useful information may be obtained.
  - (b) As soon as the Company has reasonable grounds to suspect that an employee has committed an offence, the Company will ask the employee whether the employee will agree to be questioned in connection to the matter. If the employee agrees to being questioned, then before putting further questions the Company must caution the employee by saying:

"You are not obliged to say anything unless you wish to do so but what you say may be put into writing and given in evidence."
  - (c) After the employee is cautioned, the Company shall then tell the employee that the employee has the right to have a nominated employee who is immediately available to be present as a witness during the interview.
  - (d) The Company may object to a person being a witness at the interview if it believes that the witness may have involvement in the subject matter of the interview. A witness will only be permitted at an interview if the witness agrees not to discuss

the contents of the interview with any person not present at the interview and agrees not to interrupt or frustrate the interview.

- (e) During the course of an interview, the Company's representatives will be courteous toward the employee being interviewed.
- (f) If an employee is required by the Company to participate in a security investigation outside of the employee's working time, the employee shall be paid overtime, for all time so spent.
- (g) Generally, an employee who has been interviewed about a security matter should not be transferred to another work place, have a change of duties or sustain any disciplinary action until the security investigation has been completed. However, it is acknowledged that there may be cases where it is desirable to transfer an employee, or change the employee's duties. In such a case the Company will take maximum care to prevent the employee being subject to any odium because of the transfer or change in duties and will advise the SDA of the steps that have been taken.

**7. Cash Shortages**

- (a) An employee whose duties involve money handling shall not be held responsible for repayment of any shortages that may occur, unless that employee has sole access to such monies.
- (b) This provision does not limit the Company's right to take any disciplinary or legal action the Company considers necessary.

**8. Security Checks of Bags, Parcels and/or Lockers**

- (a) The Company may conduct routine security checks of employee's bags and/or parcels at points of exit and entry used by employees.
- (b) Individual security checks of bags, parcels and/or lockers shall not take place unless the employee concerned is present, or has given permission for the search to take place in the employee's absence.
- (c) An employee may nominate another employee to be present during a search or check if the employee is not able to be present in person.

**9. Employee Entrances and Exits**

Employees must use the designated employee entrances and exits when commencing or finishing work. Employees must not use or be required to use employee entrances and exits when the employee is entering the store as a customer on rostered days off, or during periods of leave.

**Schedule 7 STOCKTAKERS - QUEENSLAND ONLY**

1. The Company may engage employees to work in the stocktake team which, apart from those matters stated in this clause, shall be subject to the same terms and conditions as elsewhere stated in this Agreement.
2. An employee engaged as a member of the stocktake team may be required to travel outside the metropolitan area of Brisbane from time to time and may be required to remain overnight in the centre or district in which the stocktake is being performed.
3. An employee required by the Company to remain away from their normal residence overnight shall be paid in addition to all other entitlements a \$8.95 (\$9.40 as from 1 May 2006) compensation payment for each night the employee is away from their normal residence overnight.
4. An employee who performs Higher Duties work as described at clause 4.4 of this Agreement shall be paid in accordance with the appropriate rate specified in the said clause provided that an employee in the stocktake team who undertakes responsibility on the computer for the purposes of accounting for stock shall be paid as a Grade 4 employee.
5. Notwithstanding clause 6.2 in the Agreement, a part-time or full-time employee engaged in the stocktake team may be directed by the Company to take annual leave at a time when no stocktake is required to be performed provided that:
  - (a) the employee has been given not less than 2 calendar months notice of the need to take annual leave and the amount of time to be taken; and
  - (b) no annual leave period shall be less than one week at any one time.
6. A part-time and full-time stocktake employee shall be paid a disability allowance of \$18.20 (\$18.60 as from 1 May 2006) per week for each week in which the said employee is engaged for 28 hours or more on stocktake work provided that:
  - (a) no discounting of the allowance shall occur if the employee is absent from work due to illness for one or more starts in any one week; but
  - (b) any employee absent from work due to illness beyond one week shall have the allowance discounted by \$4.00 for each of the next two starts and \$5.00 for the next start provided the absence from work is a continuation from the absence commencing as at paragraph (a) above; and
  - (c) a casual employee engaged on the stocktake team shall be paid a disability allowance of \$3.20 (\$3.45 as from 1 May 2006), in addition to their normal wages, for each shift the employee works on stocktake duties; however
  - (d) no disability allowance shall be paid during annual leave or during a period when the employee is engaged in other duties other than stocktake.

7. An employee required to have charge of a bus when stocktake work needs to be performed outside the metropolitan area of Brisbane shall be paid in addition to all other entitlements 16 (17 as from 1 May 2006) cents for each kilometer of the agreed distance as measured from the Brisbane Post Office to the Post Office of the township or city where the stocktake is to be performed, and
- (a) for the purpose of this clause the Brisbane metropolitan area shall extend 35 kilometers from the Brisbane Post Office in any geographical direction;
  - (b) An employee regularly required to drive a bus as in clause 7 above shall be entitled to have their license fee or renewal paid by the Company whenever it becomes payable provided the employee continues to be required to regularly drive a bus for the said purposes at the time the license becomes renewable and provided further the said employee has not given notice of termination or has not terminated their employment with the Company at the time the license is to be renewed.
8. A stocktake employee who is required to travel beyond the metropolitan area of Brisbane as described at clause 7 paragraph (a) above outside of their ordinary hours of work shall be paid in addition to all other entitlements the ordinary rate of pay for all time spent travelling during the hours outside of the employees ordinary hours whilst remaining outside the Brisbane metropolitan area.
9. Nothing in this clause shall prevent the Company and the employee from mutually agreeing to maintain a roster which provides for regular hours averaged over a 20 day cycle provided that the employee is not disadvantaged when compared to their entitlements as elsewhere contained in this Agreement.
10. Notwithstanding anything else written in this Agreement the Company may direct or relocate an employee regularly engaged on stocktake to temporarily perform work, within the skills and capabilities of the employee, at a designated store at a time when no stocktake work is available or no work is required to be performed on stocktake.
11. Employees who agree to use their private vehicles for the purpose of attending stocktake venues shall be paid an allowance as prescribed in clause 4.5.3.

Provided that stocktake employees shall not unreasonably refuse to arrange for car-pooling at the request of the Company.

12. In every case where a stocktake employee is required to travel to a regional centre for a stocktake they shall be entitled to an unpaid rest pause of one hour prior to commencing duty.

When stocktake employees are required to travel overnight or in the early hours of the morning to a stocktake venue they shall be entitled to the reasonable cost of breakfast at the expense of the Company.

In the event that a stocktake employee has worked 8 hours or more and is then required to travel by car for 2 hours or more, the

stocktake employee is entitled to a paid rest pause of 10 minutes during such travel.

Should the Company provide less than 4 weeks notice of the cancellation of a stocktake, the employees who would have otherwise been engaged on the stocktake shall nevertheless be paid for the hours scheduled for the stocktake.

**Schedule 8 RESERVED MATTERS**

1. The parties agree that the following matters are reserved for potential further negotiation during the life of this Agreement:
  - (a) The payment of overtime for time worked from the commencement of a scheduled meal break until the employee is allowed their meal break.
  - (b) The removal of the Qld proviso in clause 6.1.9
  - (c) Where an issue concerning violence in the workplace is raised the Company, in consultation with the SDA, shall promptly conduct an agreed risk assessment to identify, assess and control such risks and implement appropriate control measures in accordance with existing State or Territory legislative requirements.
  - (d) The introduction of a range of clothing bearing the Company's logo the purchase of which by employees would entitle them to a tax deduction.
  - (e) Staff purchases, including allowing double points for staff, allowing staff to purchase marked down items and a review of staff discounts.
  - (f) The introduction of a "Best Practice" rostering protocol.
  - (g) The provision by the Company of free uniforms in departments - seafood, bakery, deli and produce.
  - (h) Ensuring that no employee operate dangerous equipment without anyone else in the area.
  - (i) The wearing of dress shorts by employees engaged in stores in the North West of Western Australia;
  - (j) The provision of regular breaks and/or job rotation for employees principally engaged in collecting shopping trolleys in the North West of Western Australia.

**SIGNATURE OF PARTIES**

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
On behalf of  
Action Supermarkets Pty Ltd

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
On behalf of the Shop, Distributive and  
Allied Employees' Association