



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Palcove Pty Ltd t/a Cheap as Chips
(AG2019/2774)

CHEAP AS CHIPS ENTERPRISE AGREEMENT 2019

Retail industry

DEPUTY PRESIDENT MANSINI

MELBOURNE, 21 OCTOBER 2019

Application for approval of the Cheap as Chips Enterprise Agreement 2019.

[1] Palcove Pty Ltd t/a Cheap as Chips has applied for approval of a single enterprise agreement known as the *Cheap as Chips Enterprise Agreement 2019* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, concerns were raised about the form of the application, whether the pre-approval requirements were met and the Agreement passes the “better off overall” test. Further information was provided in relation to these concerns. A hearing took place on 21 October 2019.

[3] The Applicant sought to correct errors in the original application, by filing an amended Agreement page and amended statutory declaration. In the circumstances, I am satisfied that these corrections should be allowed and that it is appropriate to do so pursuant to s.586 of the Act.

[4] The cohort of employees identified on the Applicant’s statutory declaration as covered by the Agreement at the time of the vote included a substantial number of casual employees. The Applicant provided further evidence to satisfy the Commission that:

- a) all relevant employees, who were employed at the time of the access or voting periods and covered by the Agreement, were requested to vote; and
- b) of the employees who were requested to vote, 72 (of 343) casual employees did not work a shift during the access or voting periods, however even if this group had each cast a vote (which is not known) it would have been immaterial to the outcome.

[5] I am satisfied, on the evidence before the Commission, that the impact of the Applicant requesting a broader than strictly eligible cohort of employees to vote was immaterial and does not prevent approval by the Commission.¹

¹ See *National Tertiary Education Industry Union v Swinburne University of Technology* [2015] FCAFC 98.

[6] Noting clause 1.2 of the Agreement, I am also satisfied that the more beneficial entitlements of the National Employment Standards in the Act (NES) will prevail where there is an inconsistency between the Agreement and the NES.

[7] On the basis of the material contained in the amended application, amended Agreement page, further evidence and information provided to the Commission and having regard to the views of the bargaining representatives, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

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

[9] The Agreement was approved on 21 October 2019 and, in accordance with s.54, will operate from 28 October 2019. The nominal expiry date of the Agreement is 21 October 2022.



DEPUTY PRESIDENT

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ENTERPRISE AGREEMENT 2019

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1. Scope of the Agreement

- 1.1 This Agreement is between:
 - (i) Palcove Pty Ltd trading as Cheap as Chips,
 - (ii) the employees' engaged as Retail staff on behalf of Cheap as Chips in classifications under this Agreement, and
 - (iii) the Shop Distributive and Allied Employees Association ('SDA').
- 1.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2. Definitions

In this Agreement, unless the contrary appears:

- 2.1 "Act" means the *Fair Work Act 2009* as amended from time to time.
- 2.2 "Agreement" means this Enterprise Agreement.
- 2.3 "Award" means the *General Retail Industry Award 2010* (GRIA).
- 2.4 "Company" means or refers to Cheap as Chips.
- 2.5 "Confidential Information" means any information which is not in the public domain and includes, but is not limited to any:
 - a) information regarding personal records of Cheap as Chips;
 - b) information concerning Cheap as Chips accounts or finances or of any client;
 - c) trade secrets, intellectual property, new products or know how of Cheap as Chips;
 - d) information designated as confidential which the employee may view or be privy to in the course of their employment or is generated by the employee in the course of their employment;
 - e) information deemed confidential by Cheap as Chips from time to time.
- 2.6 "Continuous Service" for the purposes of termination and redundancy has the same meaning as set out in section 22 of the Act.
- 2.7 "Employee" means or refers to the employee.
- 2.8 "FWC" means the Fair Work Commission.
- 2.9 "Union" means the Shop, Distributive and Allied Employees' Association.

3. Flexibility Term

- 3.1 Cheap as Chips and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the individual flexibility arrangement deals with one or more of the following matters:
 - a) arrangements about when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances; and/or
 - e) leave loading.
- 3.2 The individual flexibility arrangement meets the genuine needs of Cheap as Chips and employee in relation to one or more of the matters mentioned above.
- 3.3 The individual flexibility arrangement is genuinely agreed to by Cheap as Chips and employee without coercion or duress.
- 3.4 Cheap as Chips must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the Act; and
 - b) are not unlawful terms under section 194 of the Act; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.

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

4. Period of Agreement

- 4.1 This Agreement will operate 7 days after approval by the Fair Work Commission and will have a nominal expiry date 3 years from the date of approval by the Fair Work Commission.
- 4.2 This Agreement will continue to apply after its expiry date until such time that the Agreement is varied, replaced or terminated in accordance with the Act.

5. Access to the Agreement and the National Employment Standards (NES)

Cheap as Chips will ensure that a copy of this Agreement and the NES are easily accessible to all employees to whom they apply via staff notice boards and Cheap as Chips Intranet "Chippie Land".

6. Relationship to Company Policies and Procedures

- 6.1 This Agreement and Cheap as Chips policies and procedures, which do not form part of this Agreement, apply to the employment of employees.
- 6.2 Cheap as Chips policies and procedures, as varied from time to time, will supplement the clauses in this Agreement and, if there is any difference between a Cheap as Chips policy or procedure and this Agreement, the Agreement will prevail except where a Cheap as Chips policy or procedure contains a more beneficial outcome.
- 6.3 A copy of all Cheap as Chips policies and procedures, relevant to the employee, will be provided at the commencement of employment as part of Cheap as Chips Induction Program for new employees. Employees will be required to confirm in writing that they have read and understood Cheap as Chips policies and procedures provided to them.
- 6.4 Non-compliance with Company Policies and Procedures may result in disciplinary action, which could include the termination of employment.

7. Confidential Information

- 7.1 Employees must keep confidential all information pertaining to the business operations of Cheap as Chips, and may only disclose confidential information to a person who has a need to know after seeking approval from their direct Manager.
- 7.2 Employees will be required to comply with Cheap as Chips Confidentiality Policy, as amended from time to time.

8. Property of Cheap as Chips

- 8.1 When an employee's employment is terminated, they must return to Cheap as Chips all Company property in their possession, custody or control. This includes keys, lanyards, staff discount cards, and all other equipment, documents, policies, manuals, or other information whether in electronic, written or other form. Employees undertake not to retain any copies of such property.
- 8.2 Cheap as Chips will pay an employee no later than 7 days after the day on which the employee's employment terminates, subject to the employee complying with clause 8.1.

9. Health and Safety

Cheap as Chips is committed to achieving and maintaining a healthy and safe work environment for all employees. Cheap as Chips has a number of policies and procedures in place to ensure that this goal can be achieved. These policies and procedures can be found on Cheap as Chips Intranet "Chippie Land".

10. Security

- 10.1 Cheap as Chips reserves the right to exercise any and all lawful methods available when investigating alleged theft by employees.
- 10.2 Cheap as Chips reserves the right to direct an employee, who is being investigated for theft, to submit to a search of their personal belongings, goods and/or vehicle which are on Cheap as Chips premises.
- 10.3 Failure to allow for such a search may result in disciplinary action, which could include termination of employment.

11. Dispute Resolution

In relation to any matter covered under this Agreement or the National Employment Standards (NES) that may be in dispute between the parties to this Agreement, the parties:

- 11.1 will attempt to resolve the matter at the workplace level if possible;
- 11.2 acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level;
- 11.3 agree to allow either party to refer the matter to the Fair Work Commission for mediation/conciliation or arbitration if the matter cannot be resolved at the workplace level;
- 11.4 agree that if either party refers the matter to mediation/conciliation, both parties will participate in the mediation process in good faith;
- 11.5 acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party at any stage;
- 11.6 agree that during the time when the parties attempt to resolve the matter:
 - a) the parties continue to work in accordance with this Agreement unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) subject to the relevant provisions of any State health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her safety, the employee must not unreasonably fail to comply with a direction by Cheap as Chips to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and
 - c) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

12. Consultation and Communication

If Cheap as Chips has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the enterprise:

- 12.1 Cheap as Chips will notify the relevant employees and their representative of the decision to introduce the major change.
- 12.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 12.3 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise Cheap as Chips of the identity of the representative; Cheap as Chips will recognise the representative.
- 12.4 As soon as practicable after making its decision, Cheap as Chips must discuss with the relevant employees:
 - a) the introduction of the change; and
 - b) the effect the change is likely to have on the employees; and
 - c) measures Cheap as Chips is taking to avert or mitigate the adverse effect of the change on the employees; and for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 12.5 However, Cheap as Chips is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 12.6 Cheap as Chips must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 12.7 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Cheap as Chips, the requirements set out in subclauses 12.4(b) and 12.4(c) are taken not to apply.
- 12.8 In this clause, a major change is likely to have a significant effect on employees if it results in:
 - a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of Cheap as Chips workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 12.9 In this clause, relevant employees means the employees who may be affected by the major change.
- 12.10 Cheap as Chips will consult with the Union regarding change under this clause if it is likely to have impact on employees under clause 12.8(a, b, f, and g).
- 12.11 Consultation provisions for rosters and working hours are at contained in clause 20.

13. Categories of Employment

Upon commencement, employees will be appointed to one of the following categories of employment:

13.1 *Full-Time Employment*

- a) The ordinary hours of work for a Full-Time employee will be rostered for an average of 38 hours per week. Although the actual hours of work may vary from week to week, with some weeks greater than 38 hours and other weeks less, the employee will not work in excess of 152 ordinary hours in any four-week period.
- b) At the time of being first employed, Cheap as Chips and the Full-Time employee will agree in writing on a regular pattern of work which shall be on either 19 or 20 days in a four-week cycle.

13.2 *Part-Time Employment*

- a) A Part-Time employee works less than 38 hours per week.
- b) A Part-Time employee has reasonably predictable hours of work, is rostered on a regular and systematic basis; and receives, on a pro-rata basis, equivalent pay and conditions to those of Full-Time employees who do the same kind of work.
- c) At the time of first being employed, Cheap as Chips and the Part-Time employee will agree, in writing, on a regular pattern of work, including the days to be worked, the hours to be worked each day, and the starting and finishing times of each day.
- d) Part-Time employees contracted ordinary hours will be between 12 hours and less than 38 hours each week.
- e) A Part-Time employee can elect to provide written standing consent to vary their regular pattern of work in order to work additional hours within their availability at the rates of pay specified in clause 14.1, provided such standing consent may be withdrawn by the employee at any time. (To avoid doubt, an employee who provides standing consent can still verbally refuse to work additional hours when offered on any occasion.)
- f) Where a Part-Time employee has over a period of at least 12 months consistently worked a number of additional temporary hours under subclause 13.2(e), the employee may request in writing that Cheap as Chips agree to increase their permanent minimum contractual hours. If Cheap as Chips agree to the request, the new agreement will be recorded in writing. Cheap as Chips may refuse the request upon reasonable business grounds in writing.

13.3 *Casual Employment*

- a) A Casual employee means an employee who is not an ongoing employee, that is, engaged by the hour.
- b) A Casual employee may work up to 38 ordinary hours per week.
- c) Casual employees receive a 25% Casual loading to compensate for all paid leave (other than Long Service Leave), Public Holidays (not worked), notice on termination normally afforded to Full-Time and Part-Time employees and redundancy.

13.4 *Probationary Period (Full-Time and Part-Time Employees)*

- a) New permanent employees will be subject to a six (6) month probationary period. During this period, employment may be terminated by either party by the giving of one (1) weeks' notice (or payment in lieu).
- b) The purpose of the probationary period is to enable new employees and Cheap as Chips to consider our suitability and capability of working together.

14. Rates of Pay

14.1 *Minimum Pay Rates*

- a) The rates in the table below will apply to Permanent employees from the first full pay period once the Agreement is approved by the Fair Work Commission.

	Ordinary Rate of Pay (Hourly) from 1 July 2019	Weekly Wage Rate Equivalent (Ordinary Hourly Rate of Pay x 38 hours)
Level 1 – Retail Employee	\$21.42	\$813.96
Level 2 – Forklift Operator	\$21.93	\$833.34
Level 3 – Store Manager in Training /Assistant Store Manager/Shift Runner	\$22.71	\$862.98
Level 4 – Store Manager	\$23.98	\$911.24

- b) Casual employees are paid a Casual loading of 25% in addition to the rates of pay in 14.1(a)
- c) From the first Monday in July 2019 and each year thereafter, the minimum rates shall increase at the percentage increase that is ordered by the FWC in its Annual Wage Review, taking effect July that year, which for a:
- (i) Level 1 employee will be the GRIA Level 1 Rate, plus 1 cent,
 - (ii) Level 2 employee will be the GRIA Level 2 Rate, plus 1 cent,
 - (iii) Level 3 employee will be the GRIA Level 4 Rate, plus 1 cent,
 - (iv) Level 4 employee will be the GRIA Level 6 Rate, plus 1 cent,
- d) Allowances as set out in clause 15 shall increase at the dollar value or percentage increase that is ordered by the FWC in a variation to the Award.
- e) Nothing in this Agreement prevents Cheap as Chips and an individual employee from negotiating a higher rate of pay.
- f) Employees who qualify may be employed on a supported wage in accordance with Schedule B.

14.2 *Junior Employees*

The following percentages will apply in calculating the junior rate of pay:

Age	Percentage of Minimum Pay Rates
Less than 16 years old	45%
16 years old	50%
17 years old	60%
18 years old	70%
19 years old	80%
20 years old	100%

*Transitional and Savings Provisions apply. Please refer to Schedule D.

14.3 Penalty Rates

a) Penalty rates will be paid in accordance with the following table:

Hour	Permanent Rate	Casual Rate
Monday – Friday after 6pm	Ordinary rate + 25% penalty	Ordinary rate + 25% Casual loading + 25% penalty*
Saturday	Ordinary rate + 25% penalty	Ordinary rate + 25% Casual loading + 25% penalty*
Sunday	Ordinary rate + 50% penalty	Ordinary rate + 25% Casual loading + 50% penalty*
Public Holidays	Ordinary rate + 125% penalty	Ordinary rate + 25% Casual loading + 125% penalty
In accordance with clause 14.4	<ul style="list-style-type: none"> ▪ First 3 hours: Ordinary rate + 50% penalty ▪ After 3 hours: Ordinary rate + 100% penalty ▪ On a Sunday: Ordinary rate + 100% penalty 	<ul style="list-style-type: none"> ▪ First 3 hours: Ordinary rate + 25% Casual loading + 50% penalty ▪ After 3 hours: Ordinary rate + 25% Casual loading + 100% penalty ▪ On a Sunday: Ordinary rate + 25% Casual loading + 100% penalty

*Transitional and Savings Provisions apply. Please refer to Schedule D.

b) Where GRIA, contains a different penalty rate for a particular day or time than is listed above, the GRIA penalty rate shall apply for the purposes of this Agreement.

14.4 Penalty Rates for Certain Hours

a) Employees will be paid a penalty rate of 150% of the ordinary hourly rate of pay for the first three hours and double time thereafter in the following circumstances:

Full-Time Employees

- (i) Hours worked outside the spread of ordinary hours for each day or roster conditions prescribed in clause 18.
- (ii) Hours worked in excess of 152 hours in a 4-week cycle will be paid as overtime as prescribed in clause 21.2(a).

Part-Time Employees

- (iii) Hours worked outside the spread of ordinary hours for each day or roster conditions prescribed in clause 18.
- (iv) Hours worked in excess of the agreed hours prescribed in clause 13.2 (unless varied under 13.2(e)), up to a maximum of 38 hours each week.

Casual Employees

- (v) outside of the spread of ordinary hours for each day.
 - (vi) in excess of 11 hours on one day of the week and in excess of 9 hours on any other day of the week.
- b) Work under this clause on a Sunday is paid at double time, and on a Public Holiday is paid at double time and a half.
- c) Casual employee shall receive the Casual loading in addition to the penalty rates specified in 14.4(b).
- d) Cheap as Chips may require an employee to work hours specified in 14.4(a) provided that an employee may refuse to work these hours in circumstances where the working of such hours would result in the employee working hours which are unreasonable having regard to:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) notice (if any) given by the Cheap as Chips of the hours and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.

14.5 Method of Payment

- a) Employees will be paid weekly or fortnightly in arrears for each week worked by electronic funds transfer into a nominated account with an Australian Financial Institution.
- b) Pays will occur on a regular pay day. Should Cheap as Chips need to change the day, four weeks' notice will be provided to the employees.
- c) Employees will be provided with an electronic pay slip outlining all information as required by the legislative requirements of the *Fair Work Act 2009* as amended from time to time.
- d) Wages for a new employee's first week of work may be paid with the employee's second week's pay.

14.6 Expenses

Cheap as Chips will reimburse relevant expenses incurred by an employee at their request on the following full pay period after the expenses were incurred. Where reasonably practicable, expenses will be paid in advance. Documentary evidence will be required to be submitted to Management.

15. Allowances

15.1 Meal Allowance

- a) An employee required to work more than one hour of overtime after the employee's ordinary time of ending work, without being given 24 hours' notice, will be either provided with a meal or paid a meal allowance of \$18.87. Where such overtime work exceeds four hours a further meal allowance of \$17.10 will be paid.
- b) No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.

15.2 Excess Travelling Costs

Where an employee is required by Cheap as Chips to move temporarily from one store to another store which is further from their home for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by Cheap as Chips.

15.3 Travelling Time Reimbursement

- a) An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.
- b) Where Cheap as Chips provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling from such pick up point and returning to such pick up point.
- c) The rate of pay for travelling time will be the ordinary hourly rate of pay except on Sundays and Public Holidays when it will be time and a half.

15.4 Transfer of Employee Reimbursement

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

15.5 Transport Allowance

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

15.6 Employee Transport Reimbursement

- a) Where an employee commences and/or ceases work after 10.00pm on any day or prior to 7.00am on any day and an employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, Cheap as Chips will reimburse the employee for the cost of a taxi fare from the place of employment to the employee's usual place of residence. This will not apply if Cheap as Chips provides or arranges proper transportation to and/or from the employee's usual place of residence, at no cost to the employee.
- b) Provided always that an employee may elect to provide their own transport.
- c) Provided further that this subclause will not apply to employees engaged under the provisions of shift-work.

15.7 Broken Hill

An employee in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an hourly allowance of 4.28% of the Level 3 minimum pay rate for the exigencies of working in Broken Hill.

15.8 First Aid Allowance

Where an employee who holds an appropriate first aid qualification is appointed by Cheap as Chips to perform first aid duty, they will be paid an extra 1.3% of the Level 3 minimum pay rate each week. Part time and Casual employees will be paid on a pro-rata hourly basis.

15.9 Recall Allowance

Where an employee is required to attend the store after normal trading hours due to an alarm call-out, emergency or other pressing matter, they shall be paid at the appropriate rate for the hours for a minimum payment of three hours. The time worked will be calculated from the time the employee leaves home until the time they return home.

15.10 Higher Duties

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

15.11 Special Clothing

- a) Where Cheap as Chips requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing, then Cheap as Chips will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by Cheap as Chips.
- b) Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid the following applicable allowance:
 - Full-Time employee – \$6.25 per week
 - Part-Time or Casual employee – \$1.25 per shift

16. Superannuation

- 16.1 Superannuation contributions will be paid as required under the *Superannuation Guarantee (Administration) Act 1992* as varied from time to time to a complying fund of an employee's choice. In the event that an employee does not choose a fund Cheap as Chips will make contributions to the Retail Employees Superannuation Trust (REST).
- 16.2 In addition, Cheap as Chips must also make the superannuation contributions provided for in this clause:
- While the employee is on any paid leave;
 - For the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that the employee is receiving workers compensation payments or is receiving regular payments directly from Cheap as Chips in accordance with the statutory requirements, and the employee remains employed by Cheap as Chips.
- 16.3 Salary sacrifice
- Cheap as Chips strongly recommends that an employee gain independent financial advice before undertaking salary sacrifice.
 - Employees may apply to have their gross salary reduced by an amount nominated by them as a salary sacrifice contribution to their nominated Superannuation fund.
 - The employee must complete the application form provided by Cheap as Chips. Cheap as Chips must approve the salary sacrifice application form before the employee's salary is adjusted for salary sacrifice contributions.
 - The employee may, upon one month's notice in writing, terminate or vary the salary sacrifice agreement.

17. Transfer Between Stores

- 17.1 To meet the operational needs of the business and at the discretion of Cheap as Chips, staff may be transferred between stores. Staff will be given a minimum of one (1) weeks' notice of the transfer, unless mutually agreed otherwise.
- 17.2 Staff may also request a transfer to another store by completing the necessary paperwork. Transfer requests will be considered in line with operational requirements and the availability of a suitable position and duties.
- 17.3 From time to time, to cover the operational needs of the business in the event of sick leave, annual leave, stocktakes and peak trading times, staff (other than staff at the Broken Hill store) may be required to work at alternate locations for short periods of time. These changes to a staff member's normal work location will be notified via normal roster setting processes. The allowance will be paid in accordance with the Allowance Clause 15.
- 17.4 Transfers will be reasonable and Cheap as Chips will be mindful of an employee's personal circumstances.

18. Hours of Work

- 18.1 Ordinary hours may be worked within the following spread of hours:

Days	Spread of hours
Monday to Friday, inclusive	7.00am – 9.00pm
Saturday	7.00am – 6.00pm
Sunday	9.00am – 6.00pm

- 18.2 Where the trading hours of Cheap as Chips extend beyond 9.00pm Monday to Friday or 6.00pm on Saturday or Sunday, the finishing time for ordinary hours on all days of the week will be 11.00pm.
- 18.3 Where Cheap as Chips and the employee agree, hours worked outside the spread of hours may be counted as part of the employee's ordinary weekly hours so long as the employee receives the applicable penalty rate as set out in clause 14.4.

- 18.4 The minimum daily engagement of a permanent employee is 3 hours.
- 18.5 The minimum daily engagement of a Casual is three hours, provided that the minimum engagement period for an employee will be 1 hour and 30 minutes if all of the following circumstances apply:
- a) the employee is a full-time secondary school student; and
 - b) the employee is engaged to work between the hours of 3.00 pm and 6.30 pm on a day which they are required to attend school; and
 - c) the employee agrees to work, and a parent or guardian of the employee agrees to allow the employee to work, a shorter period than three hours; and
 - d) employment for a longer period than the period of the engagement is not possible either because of the operational requirements of Cheap as Chips or the unavailability of the employee.
- *Transitional and Savings Provisions apply. Please refer to Schedule D.
- 18.6 The maximum daily engagement is 9 ordinary hours, provided that for one day per week an employee can be rostered for 11 hours.
- 18.7 Employees will not be required to work ordinary hours on more than 20 days in each four-week cycle, or 19 days for a Full-Time employee in accordance with clause 13.1(b).
- 18.8 All employees will be granted a 12-hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.
- a) Where an employee re-commences work without having had 12 hours off work then the employee will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.
 - b) By agreement between Cheap as Chips and an employee the period of 12 hours may be reduced to not less than 10 hours.
- 18.9 Ordinary hours will be worked so as to provide an employee with two consecutive days off each week or three consecutive days off in a two-week period.
- a) This requirement will not apply where the employee requests in writing and the Company agrees to other arrangements, which are to be recorded via the time and wages records. It cannot be made a condition of employment that an employee make such a request.
 - b) An employee can terminate the agreement by giving four weeks' notice to Cheap as Chips.
- 18.10 If ordinary hours are worked on six days in one-week, ordinary hours in the following week will be worked on no more than four days.
- a) This requirement will not apply where the employee requests in writing and Cheap as Chips agrees to other arrangements, which are to be recorded via the time and wages records. It cannot be made a condition of employment that an employee make such a request.
 - b) An employee can terminate the agreement by giving four weeks' notice to Cheap as Chips.
- 18.11 Full-Time and Part-Time employees who regularly work Sundays will have three consecutive days off each four weeks and the consecutive days off will include Saturday and Sunday.
- a) This requirement will not apply where the employee requests in writing and Cheap as Chips agrees to other arrangements which are to be recorded via the time and wages records. It cannot be made a condition of employment that an employee make such a request.
 - b) An employee can terminate the agreement by giving four weeks' notice to Cheap as Chips.

19. Rosters

- 19.1 Rosters will be placed on the staff notice board two weeks in advance.
- 19.2 Cheap as Chips will retain superseded notices for twelve months.
- 19.3 A permanent employee's roster, but not the agreed number of hours, may be altered by the giving of notice in writing of seven days or in the case of an emergency, 48 hours, by Cheap as Chips to the employee. Should the employee disagree with the roster change, they will be given a minimum of 14 days written notice instead of seven days, during which time there will be discussions aimed at resolving the matter.

- 19.4 Any agreement to vary the regular pattern of work will be made in writing before the variation occurs. The agreement and variation to it will be retained by Cheap as Chips and a copy given by Cheap as Chips to the employee.
- 19.5 The rostered hours of Part-Time employees may be altered at any time by mutual agreement between Cheap as Chips and the employee.
- 19.6 Rosters will not be changed to avoid any Agreement entitlements.

20. Consultation About Changes to Rosters or Hours of Work

- 20.1 Where Cheap as Chips proposes to change an employee's regular roster or ordinary hours of work, Cheap as Chips must consult with the employee or employees affected and their representatives, if any, about the proposed change.
 - 20.2 Cheap as Chips must:
 - a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
 - 20.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
 - 20.4 These provisions are to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.
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21. Overtime

- 21.1 Cheap as Chips may require an employee to work reasonable overtime at overtime rates in accordance with the provisions of this clause. An employee may refuse to work overtime in accordance with clause 14.4(d).
- 21.2 Payment for Overtime
 - a) Hours worked by a Part-Time or Casual employee in excess of 38 hours per week are to be paid at time and a half for the first three hours and double time thereafter. Hours worked by a Full-Time employee in excess of 152 hours in a 4-week cycle are to be paid at time and a half for the first three hours and double time thereafter.
 - b) The rate of overtime on a Sunday is double time, and on a Public Holiday is double time and a half.
 - c) Cheap as Chips and an employee may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee. The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made. Time off must be taken within 6 months of the overtime being worked or it will be paid out to the employee.
 - d) A Casual employee shall receive the Casual loading in addition to overtime rates payable.

22. Breaks

22.1 Employees will receive breaks in accordance with the following table:

Hours Worked	Paid Rest Break	Unpaid Meal Break
Less than 4 hours	No rest break	No meal break
4 or more hours but no more than 5 hours	1 x 10 minute rest break	No meal break
More than 5 hours but less than 7 hours	1 x 10 minute rest break	One meal break of at least 30 minutes but not more than 60 minutes
7 hours or more but less than 10 hours	2 x 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours	One meal break of at least 30 minutes but not more than 60 minutes
10 hours or more	2 x 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours	Two meal breaks each of at least 30 minutes but not more than 60 minutes

22.2 Breaks are to be scheduled at a time convenient to the operational needs of the business.

22.3 Breaks will not be taken in the first or last hour of an employees' shift.

22.4 The unpaid meal breaks will be taken in such a way that an employee does not work in excess of 5 hours without an unpaid meal break.

23. Leave Entitlements

23.1 *Annual Leave*

- 23.1.1 Employees (other than Casual employees) are entitled to paid Annual Leave in accordance with the NES. Full-Time employees accrue 4 weeks Annual Leave per annum.
- 23.1.2 Annual Leave accrues progressively according to the employee's ordinary hours of work and is cumulative. Annual Leave does not accrue during any period of unpaid leave.
- 23.1.3 Part-Time employees accrue 4 weeks Annual Leave on a pro-rata basis per annum. Annual Leave accrues progressively according to the employee's ordinary hours of work and is cumulative. Annual Leave does not accrue during any period of unpaid leave.
- 23.1.4 Annual Leave loading of 17.5% will be paid on Annual Leave payments or penalty rates, whichever is higher. Annual Leave loading will be payable to a permanent employee on termination of employment.
- 23.1.5 Cheap as Chips believes that it is important that all employees take Annual Leave on a regular basis for refreshment purposes, in accordance with Cheap as Chips Annual Leave Policy. Employees can take Annual Leave at a time that is mutually agreed between themselves and their line Manager. Applications for Annual Leave will be considered by Cheap as Chips within two weeks of the appropriate form being completed by the employee. Cheap as Chips will not unreasonably refuse the taking of paid Annual Leave.
- 23.1.6 Cheap as Chips will take into account the operational requirements of the workplace when considering all leave applications. Specifically, applications submitted for the following periods will be discretionary and may not be approved:
 - November to 15 January
 - 1 week prior to Easter Sunday
 - 1 week after Easter Sunday, and
 - Any other key trading times and set up periods (e.g. Mothers' Day, Fathers' Day, Christmas set-up etc.)

23.2 Parental Leave

Employees are entitled to Parental Leave in accordance with the NES.

23.3 Long Service Leave

Employees are entitled to Long Service Leave in accordance with the respective State Long Service Leave Legislation. Provided that employees in Broken Hill accrue 1.3 weeks of Long Service Leave per year of continuous service, and have an entitlement to pro-rata after 7 years of completed service.

23.4 Personal/Carer's Leave

- 23.4.1 Employees (other than Casual employees) are entitled to paid Personal/Carer's Leave in accordance with the NES.
- 23.4.2 Full-Time employees accrue 10 days Personal Leave per annum. Personal/Carer's Leave accrues progressively according to the employee's ordinary hours of work and is cumulative. Personal/Carer's Leave does not accrue during any period of unpaid leave.
- 23.4.3 Part-Time employees accrue the equivalent of 10 days Personal Leave on a pro-rata basis per annum. Personal/Carer's Leave accrues progressively according to the employee's ordinary hours of work and is cumulative. Personal/Carer's Leave does not accrue during any period of unpaid leave.
- 23.4.4 Personal Leave can be accessed when an employee:
 - a) has personally suffered an illness or injury; or
 - b) is required to provide care or support to a member of their immediate family or household because they are sick or injured or when they have an unexpected emergency.
- 23.4.5 Casual employees are entitled to two (2) days of unpaid Carer's leave per occasion. Full-Time and Part-Time employees will also be entitled to two (2) days per occasion of unpaid Carer's Leave once entitlements to paid Personal Leave have been exhausted.
- 23.4.6 When on paid Personal Leave, employees will be paid at their ordinary hourly rate of pay.
- 23.4.7 Employees will be required to produce a medical certificate or statutory declaration for all absences due to sickness at the discretion of their Manager.
- 23.4.8 Employees are required to notify the Manager on Duty as soon as practicable via a phone call of their intention to be absent from work.

23.5 Compassionate Leave

- 23.5.1 Employees are entitled to Compassionate Leave in accordance with the NES.
- 23.5.2 Employees (other than Casual employees) are entitled to two (2) paid days per occasion of Compassionate Leave when a member of their immediate family or household:
 - a) contracts or develops a personal injury or illness that poses a serious threat to their life; or
 - b) dies.
- 23.5.3 If an employee accesses Compassionate Leave they will be paid at their ordinary hourly rate of pay.
- 23.5.4 Employees may take Compassionate Leave in two separate periods of single day absences, or an unbroken period of two days.
- 23.5.5 If an employee accesses Compassionate Leave they may be required to provide Cheap as Chips with evidence of the illness, injury or death on each occasion that a request for Compassionate Leave is made.

23.6 Emergency Services Leave

- 23.6.1 In accordance with the NES, employees in recognised voluntary emergency services (such as SES and CFS) will be entitled to time off to attend to emergency management activities.
- 23.6.2 Emergency Services Leave for employees attending emergencies in the local area will not be unreasonably restricted by Cheap as Chips or unreasonably accessed by the employee.
- 23.6.3 Permanent employees attending emergencies not in the local area are entitled to a maximum of 2 paid days. Cheap as Chips may approve additional paid leave, depending on the seriousness of the emergency (e.g. major bushfire).
- 23.6.4 Employees will provide Cheap as Chips with notice as soon as practicable and keep their line Manager informed about the time off needed.
- 23.6.5 Permanent employees will provide Cheap as Chips with supporting documentation as evidence of their attendance.
- 23.6.6 Payment for Full-Time and Part-Time employees will be at their ordinary hourly rate for the hours normally rostered to work.
- 23.6.7 Casual employees can access unpaid Emergency Services Leave.

23.7 Jury Service

- 23.7.1 Employees shall be entitled to be absent from their employment for a period because of Jury Service.
- 23.7.2 Employees (other than Casuals), shall be paid at the ordinary hourly rate of pay for their ordinary hours of work for the first 10 days of absence. The employee will be required to provide Cheap as Chips with evidence of the total amount (even if it is a nil amount) of Jury Service Pay that is payable to the employee for the period.
- 23.7.3 The amount payable to the employee under clause 23.7.2 will be reduced by the total amount of Jury Service Pay that is payable to the employee, as disclosed in the evidence.

23.8 Volunteer Leave

Employees, with a minimum of 1 year of continuous service, will be eligible to apply for up to 12 months of unpaid leave, without risk to their on-going employment with Cheap as Chips, for the purpose of undertaking voluntary work with a recognised charity.

23.9 Domestic and Family Violence Leave

- 23.9.1 This clause applies to all employees, including Casuals.
- 23.9.2 Definitions in this clause:
 - *"family and domestic violence"* means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
 - *"family member"* means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Note: reference to a spouse or de facto partner in the definition of family member in clause 23.9.2 includes a former spouse or de facto partner.

23.9.3 Entitlement to Leave

Employees who experience family or domestic violence and require time off work to attend to medical appointments, legal proceedings, and/or any other related activities will be entitled to:

- (i) Use of Annual Leave for Full-Time or Part-Time employees; and
- (ii) Where this is exhausted the employee will be entitled to access to 5 days unpaid leave as follows:
 - a) the leave is available in full at the start of each 12-month period of the employee's employment; and
 - b) the leave does not accumulate from year to year; and
 - c) is available in full to Part-Time and Casual employees.
- (iii) Where an employee supports a person experiencing domestic or family violence, the employee will be able to access Annual Leave or unpaid leave to accompany them to court, hospital, or to care for children.

Note:

1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and Cheap as Chips.
2. Cheap as Chips and the employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

23.9.4 Taking Unpaid Leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (i) is experiencing family and domestic violence; and
- (ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

23.9.5 Service and Continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

23.9.6 Notice and Evidence Requirements

a) Notice

An employee must give Cheap as Chips notice of the taking of leave by the employee under clause 23.9. The notice:

- (i) must be given to Cheap as Chips as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise Cheap as Chips of the period, or expected period, of the leave.

b) Evidence

An employee who has given Cheap as Chips notice of the taking of leave under clause 23.9 must, if required by Cheap as Chips, give Cheap as Chips evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 23.9.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

23.9.7 Confidentiality

- a) Cheap as Chips must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 23.9.6 is treated confidentially, as far as it is reasonably practicable to do so.
- b) Nothing in clause 23.9 prevents Cheap as Chips from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.
Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse

consequences for the employee. Cheap as Chips should consult with such employees regarding the handling of this information.

23.9.8 Compliance

An employee is not entitled to take leave under clause 23.9 unless the employee complies with clause 23.9.

24. Public Holidays

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

- New Year's Day;
- Australia Day;
- Good Friday;
- the day after Good Friday;
- Easter Monday;
- ANZAC Day;
- Queen's Birthday;
- Labour Day;
- Christmas Day; and
- Boxing Day/Proclamation Day.

24.2 In addition to the days named in clause 24.1 the following applies in the relevant States/Localities:

24.2.1 South Australia

- Adelaide Cup Day
- After 7pm on Christmas Eve
- After 7pm on New Year's Eve

24.2.2 Victoria

- Melbourne Cup Day
- AFL Grand Final Eve
- Easter Sunday

24.2.3 New South Wales

- Easter Sunday

24.2.4 Port Pirie

- Port Pirie Picnic Day

24.3 If a Public Holiday is legislated or gazetted on a day different to, or in addition to, those listed in this clause, that day will also be recognised as a Public Holiday under this clause.

24.4 If a Public Holiday listed in this clause ceases to be recognised as a Public Holiday under the applicable legislation, that day will cease to be recognised as a Public Holiday under this clause.

24.5 Full-Time or Part-Time employees who are not rostered to work on a Public Holiday, but would ordinarily be rostered to work on that day of the week, will be entitled to a day off without loss of pay for that day. Employees will be paid at their ordinary hourly rate of pay.

24.6 An employee is entitled to be absent from work on a day or part day that is a Public Holiday.

24.7 Where Cheap as Chips opens for trade on a day or part-day that is a Public Holiday, Cheap as Chips should in the first instance call for volunteers to work on that day. Where there are insufficient volunteers then Cheap as Chips may request an employee to work on a Public Holiday. The employee may refuse the request if the request is not reasonable or the refusal is reasonable.

25. Termination of Employment

25.1 Notice of Termination

25.1.1 Termination by Cheap as Chips

In order to terminate the employment of an employee, Cheap as Chips will give to the employee the period of notice specified in the table below:

Period of Service	Period of Notice
1 year or less	1 week
Over 1 year and up to completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

In addition, employees over 45 years of age at the time of the giving of notice with at least two years of continuous service are entitled to an additional week's notice.

25.1.2 Notice of termination by employee

The notice of termination required to be given by employees is the same as that required of Cheap as Chips, except that there is no requirement for an employee to give additional notice based on their age.

25.1.3 Notice of termination not required

The period of notice in this clause does not apply:

- a) in the case of dismissal for conduct or serious misconduct that justifies instant dismissal including malingering, inefficiency or neglect of duty;
- b) to employees engaged for a specific period of time or for a specific task or for the duration of a specified season;
- c) to employees to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement; or
- d) to Casual employees.

25.2 Grounds for Termination

25.2.1 Cheap as Chips may terminate an employee without notice if they engage in misconduct, malingering, neglect of duty or other serious misconduct that would justify instant dismissal. Misconduct includes but is not limited to:

- a) serious misconduct;
- b) solicitation or gross misrepresentation to staff or clients;
- c) being under the influence of illegal substances or drunk during working hours;
- d) serious breach of Company policy and procedures; or
- e) serious breach of health and safety procedures.

25.2.2 Employees acknowledge that inappropriate behaviour and conduct will not be tolerated and will result in disciplinary action, up to and including termination of employment. Employees also acknowledge that unsatisfactory performance will result in disciplinary action, up to and including termination of employment.

26. Redundancy

26.1 Redundancy occurs where Cheap as Chips has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

26.2 Transfer of business is defined in section 311 of the Act.

- 26.3 *Week's pay* means the ordinary weekly rate of pay for the employee concerned. Provided that such rate will exclude:
- overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

26.4 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice will be given as the employee would have been entitled to if the employment had been terminated, and Cheap as Chips may at Cheap as Chips option, make payment in lieu thereof of an amount equal to the difference between the former ordinary weekly rate of pay and the new ordinary weekly rate of pay for the number of weeks of notice still owing.

26.5 Severance Pay

An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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

**Week's pay* is defined in 26.3

26.6 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 25.1.1 – Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with Cheap as Chips until the expiry of the notice, but will not be entitled to payment in lieu of notice.

26.7 Job search entitlement (Full-Time and Part-Time employees)

- During the period of notice of termination given by Cheap as Chips in accordance with 25.1.1, an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of Cheap as Chips, be required to produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

26.8 Transfer of business

The provisions of clauses 26.1 to 26.7 are not applicable where there is a transfer of business, as defined by section 311 of the Act, in any of the following circumstances:

- where the employee accepts employment with the new employer, which recognises the period of continuous service which the employee had with Cheap as Chips; or
- where the employee rejects an offer of employment with the new employer as defined in sub-section 122(3) of the Act.

- 26.9 This Redundancy clause does not apply
- a) in the case of dismissal for conduct or serious misconduct that justifies instant dismissal including malingering, inefficiency or neglect of duty;
 - b) to employees engaged for a specific period of time or for a specific task or for the duration of a specified season;
 - c) to employees to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
 - d) to Casual employees; or
 - e) to employees with less than 12 months continuous service.

27. Requests for Flexible Working Arrangements

- 27.1 In accordance with section 65 of the Fair Work Act, employees can request a change in their working arrangements due to the following circumstances where the employee:
- a) is the parent, or has responsibility for the care, of a child who is:
 - (i) of school age or younger, or
 - (ii) is under 18 and has a disability;
 - b) is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - c) has a disability;
 - d) is 55 or older;
 - e) is experiencing violence from a member of the employee's family; or
 - f) provides care or support to a member of their immediate family, or a member of their household, who requires care or support because they are experiencing violence from their family.
- 27.2 In order for Cheap as Chips to consider a request for flexible working arrangement, such a request must be put in writing and provided to the employee's line Manager.
- 27.3 Before responding to a request, Cheap as Chips must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- a) the needs of the employee arising from their circumstances;
 - b) the consequences for the employee if changes in working arrangements is not made; and
 - c) any reasonable business grounds for refusing the request.
- 27.4 Cheap as Chips must provide the employee with a written response to the request within 21 days, stating whether the request is granted or refused.
- 27.5 If Cheap as Chips refuse the request, the written response must include details of the reasons for the refusal including the business grounds for the refusal and how the grounds apply.
- 27.6 If Cheap as Chips and the employee reach an agreement on a change in working arrangements that differs from that initially requested by the employee, Cheap as Chips will provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.
- 27.7 If Cheap as Chips and the employee could not agree on a change in working arrangements, in accordance with 27.3 the written response must:
- a) state whether or not there are any changes in working arrangements that Cheap as Chips can offer the employee to better accommodate their circumstances; and
 - b) if Cheap as Chips can offer the employee such changes in working arrangements, set out those changes in working arrangements.
- 27.8 Cheap as Chips may only refuse the request on reasonable business grounds which include the following:
- a) that the request would be too costly or likely to result in a significant loss in efficiency or productivity;
 - b) that there is no capacity or it is impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request; and/or
 - c) that the request would be likely to have a significant negative impact on customer service.

*Note: for further information please refer to the Cheap as Chips Flexible Working Arrangement Policy.

SCHEDULE A: CLASSIFICATIONS

1. Level 1 – Retail Employee

- 1.1 An employee performing one or more of the following functions at a retail establishment:
- the receiving and preparation for sale and or display of goods in or about any shop;
 - the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;
 - the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods;
 - the sale or hire of goods by any means;
 - the receiving, arranging or making payment by any means;
 - the recording by any means of a sale or sales;
 - the wrapping or packing of goods for despatch and the despatch of goods;
 - window dressing and merchandising;
 - loss prevention;
 - demonstration of goods for sale;
 - the provision of information, advice and assistance to customers;
 - the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods;
 - all directly employed persons engaged in retail stores in cleaning, store greeting and security;
 - work which is incidental to or in connection with any of the above.
- 1.2 Retail employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning. The cleaning of toilets is not incidental cleaning except in the case of a take away food establishment.

2. Level 2 – Forklift Operator

- 2.1 An employee performing work at a retail establishment at a higher skill level than a Level 1 employee.
- 2.2 Indicative job titles which are usually within the definition of a Retail Employee Level 2 include:
- Gas Forklift Operator
 - Ride on Equipment Operator

3. Level 3 – Store Manager in Training/Assistant Store Manager/Shift Runner

- 3.1 An employee performing work at a retail establishment at a higher level than a Level 2 employee.
- 3.2 Indicative of the tasks which might be required at this level are the following:
- Management of a defined section/department,
 - Supervision of up to 4 sales staff (including self),
 - Stock control,
 - A 2IC Shop Manager of a shop without Departments,
 - Buying/ordering requiring the exercise of discretion as to price, quantity, quality etc.,
 - An employee who is required to utilise the skills of a trades qualification for the majority of the time in a week, or
 - A Service Supervisor of up to 15 employees.

4. Level 4 – Store Manager

- 4.1 An employee performing work in or in connection with a retail establishment at a higher level than a Level 3 Employee.
- 4.2 An indicative job title which is usually within the definition of an employee at this level is a Manager in a shop without Departments/Sections.

SCHEDULE B: SUPPORTED WAGE

1. This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.
2. In this schedule:
 - “*approved assessor*” means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system
 - “*assessment instrument*” means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
 - “*disability support pension*” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme
 - “*relevant minimum wage*” means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged
 - “*supported wage system (SWS)*” means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au
 - “*SWS wage assessment agreement*” means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee’s productive capacity and agreed wage rate
3. Eligibility criteria
 - 3.1 Employees covered by this schedule 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.
 - 3.2 This schedule does not apply to any existing employee who has a claim against Cheap as Chips which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.
4. Supported wage rates
 - 4.1 Employees to whom this schedule applies will be paid the applicable percentage of the wage rates in table 14.3(a) according to the following schedule:

Assessed Capacity (Clause 5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- 4.2 Provided that the minimum amount payable must be not less than the minimum wage as specified on the Fair Work Ombudsman website www.fairwork.gov.au plus \$1 per week.
- 4.3 Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

5. Assessment of capacity
 - 5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted Cheap as Chips and the employee and, if the employee so desires, a Union which the employee is eligible to join.
 - 5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by Cheap as Chips as a time and wages record in accordance with the Act.
6. Lodgement of SWS wage assessment agreement
 - 6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by Cheap as Chips with Fair Work Commission.
 - 6.2 All SWS wage assessment agreements must be agreed and signed by the employee and Cheap as Chips parties to the assessment. Where a Union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by Fair Work Commission to the Union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Commission within 10 working days.
7. Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.
8. Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro-rata basis.
9. Workplace adjustment

Cheap as Chips wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
10. Trial period
 - 10.1 In order for an adequate assessment of the employee's capacity to be made, Cheap as Chips may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - 10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
 - 10.3 The minimum amount payable to the employee during the trial period must be no less than the minimum wage specified on the Fair Work Ombudsman website at www.fairwork.gov.au.
 - 10.4 Work trials should include induction or training as appropriate to the job being trialled.

Where Cheap as Chips and an employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under Schedule B, clause 5.

SCHEDULE C: RIGHT TO REQUEST CASUAL CONVERSION

1. A person engaged by Cheap as Chips as a regular Casual employee may request that their employment be converted to Full-Time or Part-Time employment.
2. A "regular Casual employee" is a Casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a Full-Time employee or Part-Time employee under the provisions of this Agreement.
3. A regular Casual employee who has worked equivalent Full-Time hours over the preceding period of 12 months' Casual employment may request to have their employment converted to Full-Time employment.
4. A regular Casual employee who has worked less than equivalent Full-Time hours over the preceding period of 12 months' Casual employment may request to have their employment converted to Part-Time employment consistent with the pattern of hours previously worked.
5. Any request under this Schedule must be in writing and provided to Cheap as Chips.
6. Where a regular Casual employee seeks to convert to Full-Time or Part-Time employment, Cheap as Chips may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
7. Reasonable grounds for refusal include that:
 - a) it would require a significant adjustment to the Casual employee's hours of work in order for the employee to be engaged as a Full-Time or Part-Time employee in accordance with the provisions of this Agreement – that is, the Casual employee is not truly a regular Casual employee as defined in paragraph 2;
 - b) it is known or reasonably foreseeable that the regular Casual employee's position will cease to exist within the next 12 months;
 - c) it is known or reasonably foreseeable that the hours of work which the regular Casual employee is required to perform will be significantly reduced in the next 12 months; or
 - d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
8. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
9. Where Cheap as Chips refuses a regular Casual employee's request to convert, Cheap as Chips must provide the Casual employee with Cheap as Chips' reasons for refusal in writing within 21 days of the request being made. If the employee does not accept Cheap as Chips' refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 11. Under that procedure, the employee or Cheap as Chips may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
10. Where it is agreed that a Casual employee will have their employment converted to Full-Time or Part-Time employment as provided for in this Schedule, Cheap as Chips and employee must discuss and record in writing:
 - a) the form of employment to which the employee will convert – that is, Full-Time or Part-Time employment; and
 - b) if it is agreed that the employee will become a Part-Time employee, the matters referred to in clause 13.2.
11. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
12. Once a Casual employee has converted to Full-Time or Part-Time employment, the employee may only revert to Casual employment with the written agreement of Cheap as Chips.
13. A Casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this Schedule.
14. Nothing in this Schedule obliges a regular Casual employee to convert to Full-Time or Part-Time employment, nor permits Cheap as Chips to require a regular Casual employee to so convert.
15. Nothing in this Schedule requires Cheap as Chips to increase the hours of a regular Casual employee seeking conversion to Full-Time or Part-Time employment.

16. Cheap as Chips must provide a Casual employee, whether a regular Casual employee or not, with a copy of the provisions of this Schedule within the first 12 months of the employee's first engagement to perform work. In respect of Casual employees already employed as at the date of approval of this Agreement, Cheap as Chips must provide such employees with a copy of the provisions of this Schedule within 14 days of commencement of the Agreement.
17. A Casual employee's right to request to convert is not affected if Cheap as Chips fails to comply with the notice requirements in paragraph 16.

SCHEDULE D: SAVINGS AND TRANSITIONAL PROVISIONS

1. Junior Rates

- a) Clause 14.2 of the Agreement will **not** apply to employees who were covered by the Cheap as Chips (Retail Victorian Staff) Enterprise Agreement 2013, as at the date of the FWC approval of the Agreement, and are less than 16 years old.
- b) Employees covered by Schedule D, Clause 1a will instead receive 50% of this Agreements' Minimum Pay Rate until the age of 17.

2. Evening Loadings

The weeknight evening Casual penalty rate outlined in the Table under Clause 14.3(a) of the Agreement will apply to Casual employees from 1 March 2021. Prior to 1 March 2021 the following will apply:

- a) From commencement of the Agreement: Ordinary rate + 25% Casual loading + 5% penalty.
- b) From 1 October 2019: Ordinary rate + 25% Casual loading + 10% penalty.
- c) From 1 March 2020: Ordinary rate + 25% Casual loading + 15% penalty.
- d) From 1 October 2020: Ordinary rate + 25% Casual loading + 20% penalty.

3. Saturday Loadings

- a) The Saturday Casual penalty rate outlined in the Table under Clause 14.3(a) of the Agreement will apply to Casual employees employed at Cheap as Chips stores in the state of Victoria.
- b) The Saturday Casual penalty rate outlined in the Table under Clause 14.3(a) of the Agreement will apply to Casual employees in all states other than Victoria from 1 March 2020. Prior to 1 March 2020 the following will apply:
 - i. From commencement of the Agreement: Ordinary rate + 25% Casual loading + 15% penalty.
 - ii. From 1 October 2019: Ordinary rate + 25% Casual loading + 20% penalty.

4. Sunday Loadings

All states other than Victoria

In all states other than Victoria, in order to achieve alignment with the penalty rates in 14.3, the Sunday penalty rate will transition as follows:

	Permanent Rate	Casual Rate
From 1 July 2019	165%	Ordinary rate + 25% Casual loading + 150% penalty
From 1 July 2020	150%	Ordinary rate + 25% Casual loading + 150% penalty

Victoria

In the state of Victoria, in order to achieve alignment with the penalty rates in 14.3, the Sunday penalty rate will transition as follows:

	Permanent Rate	Casual Rate
From commencement of Agreement	185%	Ordinary rate + 25% Casual loading + 165% penalty
From 1 July 2020	160%	Ordinary rate + 25% Casual loading + 150% penalty
From 1 July 2021	150%	Ordinary rate + 25% Casual loading + 150% penalty

5. Savings clause for Victorian Employees in relation to the 90-minute shift

No Victorian Full-Time, Part-Time or Casual employee employed at the time of the approval of the 2019 Agreement shall have their hours reduced or their roster changed as a result of the introduction of clause 18.5.

Any Victorian Casual employee who is a Full-Time secondary school student at the time of the approval of the 2019 Agreement will maintain the higher 3-hour minimum engagement for all shifts.

SIGNATORIES

SIGNED ON BEHALF OF CHEAP AS CHIPS of 12-16 Butler Boulevard, Burbridge Business Park,
Adelaide Airport SA 5950

24 JULY 2019
Date

NICK ABBOUD
Name in Full

CHIEF EXECUTIVE OFFICER
Position


Signature

SARA STOFFEL
Witness Name in Full


Witness Signature

SIGNED ON BEHALF OF THE SHOP, DISTRIBUTIVE AND ALLIED EMPLOYEES' ASSOCIATION, of
Level 6, 53 Queen Street MELBOURNE VIC 3000

24 July 2019
Date

GERARD DWYER
Name in Full

NATIONAL SECRETARY - TREASURER
Position


Signature

Henry David May
Witness Name in Full


Witness Signature