



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Fantastic Furniture Pty Ltd
(AG2019/3437)

FANTASTIC FURNITURE ENTERPRISE AGREEMENT 2019

Retail industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 11 FEBRUARY 2020

Application for approval of the Fantastic Furniture Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Fantastic Furniture Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Fantastic Furniture Pty Ltd (the Applicant). The Agreement is a single enterprise agreement.

[2] An interim decision was issued in relation to the application on 4 February 2020¹ (the Interim Decision) which dealt with concerns held by the Commission and objections to approval of the Agreement by the Shop, Distributive and Allied Employees' Association (the SDA).

[3] The Commission identified in the Interim Decision residual concerns it held in relation to;

- (i) The laundry allowance payable to employees, which was calculated on the basis of \$0.17 per hour, was detrimental relative to the Award in respect of casual and part-time employees that work shifts of less than 7.4 hours in length²; and
- (ii) The capacity of part-time Onsite Retail Employees to withdraw from an agreement to work their ordinary hours of work in such a way as to not receive 2 consecutive days off per week or 3 consecutive days off per fortnight³.

[4] The Applicant was afforded an opportunity to address the remaining concerns which they did by the provision of revised undertakings on 5 February 2020, following which the SDA made submissions on those revised undertakings on 10 February 2020. While accepting that the proposed undertaking in relation to the laundry allowance addressed that particular

¹ [2020] FWC 559

² Ibid at [38]

³ Ibid at [31]

concern, the SDA pressed their objection on the revised undertaking provided in relation to part-time Onsite Retail Employees being able to withdraw from an agreement that they not receive 2 consecutive days off per week.

[5] The relevant undertaking provided by the Applicant in respect to part-time employees' days off per week was in the following terms;

“Notwithstanding anything in clause 2.1, 2.2 and 5.6(c) of the Agreement, Fantastic will not make an offer of employment for a part time Onsite Retail Employee conditional upon that employee agreeing to a pattern of work under clause 2.1(b) which does not include two consecutive days off each week. However, a part time Onsite Retail Employee may agree to not have two consecutive days off each week if they so choose. A part time Onsite Retail Employee may withdraw their agreement to not have two consecutive days off each week by the provision of four weeks' notice provided that they agree with Fantastic on a variation to the matters prescribed in clause 2.1(b) of the Agreement in accordance with clause 2.3 of the Agreement to accommodate the Onsite Retail Employee having two consecutive days off each week.”

[6] The SDA submit that the proposed undertaking makes withdrawal from an agreement contingent on the Applicant agreeing with the employee to a variation on matters prescribed in clause 2.1(b) of the Agreement, and that the appropriate cross-reference for the undertaking would be to clause 5.3 of the Agreement. Further, the undertaking does not allow for 3 consecutive days off in a two-week period as provided by clause 28.11 of the *General Retail Industry Award 2010*⁴ (the Retail Award).

[7] Clause 28.11 of the Retail Award relevantly provides as follows;

“28.11 Consecutive days off

- (a) 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.
- (b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.
- (c) An employee can terminate the agreement by giving four weeks' notice to the employer.”

[8] Relevantly for the purpose of the concerns raised by the SDA, the Agreement provides as follows;

“2.1 Fantastic will inform each Employee in writing on or before commencement of their employment of:

⁴ MA000004

(a) their employment status (i.e. whether they are a Full Time Employee, Part Time Employee or Casual Employee); and

(b) for a Part Time Employee;

- i. the hours worked each day;
- ii. which days of the week the Part Time Employee will work;
- iii. the actual starting and finishing times each day; and
- iv. the times of taking and the duration of meal breaks;

.....

2.3 Fantastic and an Employee may agree to vary any of the matters in clause 2.1(a)–2.1(d) at any time in writing (including by electronic means). A variation of any of the matters in clause 2.1(b) may be made at any time before the varied hours commence and may be of a temporary (including ad-hoc or temporary variations) or permanent nature.

.....

5.3 Fantastic will make a weekly roster available at each Site and/or electronically at least two weeks before the commencement of the roster, showing for each Permanent Employee, the start and finish time of the Permanent Employee’s Ordinary Hours of Work for the Roster Cycle, provided that nothing in this clause prevents Fantastic from rostering overtime. The roster may be varied:

- (a) by mutual consent between Fantastic and a Permanent Employee at any time;
- (b) on 7 days’ notice from Fantastic;
- (c) in the case of emergency, on 48 hours’ notice from Fantastic; or
- (d) by a Shift Swap or Shift Cover arrangement under clause 6.”

[9] Dealing with the SDA contentions, I turn firstly to the absence of reference within the undertaking to an employee being entitled to 3 consecutive days off per fortnight, which is provided as an alternative in the Retail Award to that of 2 consecutive days off per week. I would observe that the Award provision does not confer a right to 3 days off per fortnight at the election of the part time employee. Rather, it requires the employer to roster part time employees’ hours of work such that they receive 2 consecutive days off per week **or** 3 consecutive days off per fortnight.

[10] An employer will be in compliance with the Retail Award if part time employees receive 2 consecutive days off each week, and if so, is not compelled under the Retail Award to roster part time employees so that they have 3 consecutive days off per fortnight. In these circumstances I do not regard the absence of reference within the proposed undertaking to the option of 3 consecutive days off per fortnight as a detriment in circumstances where the undertaking would ensure that part time Onsite Retail Employees received at least 2 consecutive days off each week under the Agreement, unless otherwise agreed.

[11] Now turning to the SDA submission that the proposed undertaking makes withdrawal from an agreement in respect of not receiving 2 consecutive days off per week conditional on

agreement of the Applicant. It is important to recognise that on commencement of employment the Applicant is required under the terms of clause 2.1 to inform a part time employee of their hours of work, including the days of the week on which they will be required to work. The proposed undertaking ensures that, by the Applicant informing part-time Onsite Retail Employees on commencement of employment of their hours of work, such employees will be entitled to at least 2 consecutive days off each week. Any subsequently agreed variation to those ordinary hours of work, such that the part time Onsite Retail Employee agrees to not receive 2 consecutive days off each week, is able to be made under clause 2.3 which provides for the variation of any matters dealt with in clause 2.1(b), relevantly including that of a part time employees days off each week.

[12] The proposed undertaking allows an Onsite Retail Employee to withdraw from an agreement to not receive 2 consecutive days off per week with four weeks' notice and subject to agreement with the Applicant to the variation of the Onsite Retail Employee's ordinary hours of work in accordance with clause 2.3. It appears to me that the undertaking does no more than allow a part time Onsite Retail Employee to withdraw from an agreement on not receiving 2 consecutive days per week, but such withdrawal which would vary their ordinary hours of work, must be consistent with clause 2.3 of the Agreement. Such a requirement to agree on the variation of a part time employees' ordinary hours of work is in fact necessary under the terms of the Agreement in my view.

[13] As regards the SDA submission that the appropriate cross-reference in the undertaking should be to that of clause 5.3, I disagree. Clause 5.3 is concerned with rostering. Rostering must have regard and will be subject to the agreed ordinary hours of work of part time employees in accordance with clauses 2.1 or as varied under clause 2.3. Absent agreed variations to part time employees' ordinary hours of work, clause 5.3 cannot be used to vary part time employees' ordinary hours of work. I am therefore satisfied that the undertaking properly cross references clauses 2.1 and 2.3.

[14] Having regard to the above I am satisfied that the proposed undertaking addresses the remaining concern I held in relation to the capacity of a part time Onsite Retail Employee to withdraw from an agreement to not receive 2 consecutive days off each week. As such, I do not regard the Agreement provisions, subject to acceptance of the relevant undertaking, as detrimental relative to the Retail Award.

[15] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[16] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[17] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[18] The Shop, Distributive and Allied Employees' Association being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the

Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[19] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 February 2020. The nominal expiry date of the Agreement is 10 February 2024.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

Matter No.: AG2019/3437

Re Application by Fantastic Furniture Pty Limited for the
Approval of the *Fantastic Furniture Enterprise Agreement 2019*

UNDERTAKINGS

Fantastic Furniture Pty Limited (**Fantastic**) provides the following Undertakings in relation to its application for the approval of the *Fantastic Furniture Enterprise Agreement 2019* (**Agreement**).

Terms defined in the Agreement have the same meaning in these Undertakings.

1. Clause 5.6(c) of the Agreement will be read as though a reference to a Part Time Employee was a reference to a Part Time Employee or a Casual Employee.
2. Despite clause 5.7 of the Agreement, an Offsite Retail Employee engaged on a casual basis will be entitled to a minimum engagement of four hours each time the casual employee works.
3. Fantastic will not require an employee to take:
 - (a) a meal break within one hour of starting or finishing their shift; or
 - (b) a rest break:
 - (i) in the case of an Onsite Employee, within one hour of their rostered starting or finishing time or combined with a meal break; or
 - (ii) in the case of an Offsite Employee, within one hour of their rostered starting or finishing time or within one hour of their meal break.
4. Despite clause 8.2 of the Agreement, an Offsite Retail Employee entitled to overtime commencing after 12:00 pm on a Saturday in circumstances where the overtime is not worked immediately prior to or at the conclusion of the employee's rostered hours will be entitled to a minimum of four hours' overtime.
5. Despite clause 8.3 of the Agreement, Fantastic and an Employee cannot agree that, instead of being paid overtime rates under clause 8.2, the Employee will be credited with an equivalent number of hours of annual leave.
6. An Offsite Retail Employee recalled to work after leaving work for the day will be paid for a minimum of four hours' work calculated at the appropriate rate on each occasion. The time will be calculated from the time the Employee leaves home until the time they return home.
7. Despite clause 10.6 of the Agreement, Fantastic will not permit an Employee to purchase items of uniform, other than by using the notional uniform allowance referred to in clause 10.1 of the Agreement. Accordingly, upon termination of employment for any reason, an Employee must return all property of Fantastic which is in the Employee's possession as a consequence of their employment, including but not limited to any items of uniform, documents, publications, manuals, tools, equipment, mobile phones, keys and other property.
8. For the purposes of the entitlement to annual leave under National Employment Standards, an Onsite Retail Employee will be considered to be a shiftworker if the Employee is a Permanent Employee and the Employee is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.
9. Despite clause 18.4 of the Agreement, a request by an Employee under 18 years of age to cash out some of their accrued annual leave must be signed by the Employee's parent or guardian.
10. Clause 15.5 of the Agreement will be read as though the reference to 4 weeks' notice were a reference to 8 weeks' notice.
11. If an Employee has accrued more than eight weeks of annual leave, and has had such an accrual of annual leave for more than six months, provided the Employee has genuinely tried to reach agreement

- with Fantastic about an agreed time to take a period of annual leave, the Employee may give Fantastic notice requesting a period of annual leave. The notice must be given no less than eight weeks, and no more than 12 months, before the period of leave to be taken and, after taking the period of annual leave, the Employee will retain an accrual of at least six weeks' annual leave after taking the requested period of annual leave. Fantastic must agree to the request unless Fantastic has given the Employee a direction to take a period of annual leave under clause 15.5 of the Agreement before the request is made by the Employee.
12. A Permanent Employee taking a period of annual leave can request to be paid in advance before the commencement of the employee's annual leave. Any such payment will include the applicable annual leave loading payable under clause 15.9 of the Agreement.
 13. Despite clause 29.5 of the Agreement, if a Permanent Employee does not give the period of notice required under clause 29.5, Fantastic:
 - (a) will not withhold monies due to a Permanent Employee who is under 18 years of age; and
 - (b) will not withhold more than one week's wages.
 14. If a Redundant Employee terminates their employment after being given notice of the termination of their employment due to redundancy, the Redundant Employee will remain entitled to be paid the redundancy pay that would have been payable to a New Employee who remained employed throughout the notice period.
 15. An Offsite Retail Employee will be entitled to accident pay as prescribed by the *Storage Services and Wholesale Award 2010* as varied from time to time.
 16. Despite Schedule D to the Agreement, if an Employee is required by Fantastic to work at a place away from their usual place of employment on any day, the Employee will receive payment for all additional time reasonably spent in reaching and returning from such place unless the Employee elects, and Fantastic agrees, to the Employee receiving time off in lieu.
 17. Despite Schedule D to the Agreement, if an Employee is transferred by Fantastic from one township to another, Fantastic 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. Before incurring any such expenses, the Employee must obtain a minimum of three quotes (unless a lesser number is agreed with Fantastic) and must obtain Fantastic's consent to incur the expenses. This undertaking will not apply if the transfer is at the request of the Employee.
 18. Despite Schedule D to the Agreement, an Onsite Retail Employee or an Offsite Retail Employee employed on a part time or casual basis will be entitled to a laundry allowance of \$1.25 per shift rather than an allowance of \$0.17 for each Ordinary Hour of Work.
 19. If an Employee commences or ceases work before 7:00 am, or after 10:00 pm, on any day and the Employee's usual means of transport is not available and the Employee is unable to make alternative arrangements, Fantastic will either:
 - (a) provide or arrange proper transport to or from the Employee's usual residence at no cost to the Employee; or
 - (b) reimburse the Employee the cost of a taxi fare to or from the Employee's usual residence.
 20. Notwithstanding anything in clauses 2.1, 2.2 and 5.6(c) of the Agreement, Fantastic will not make an offer of employment for a part time Onsite Retail Employee conditional upon that Employee agreeing to a pattern of work under clause 2.1(b) which does not include two consecutive days off each week. However, a part time Onsite Retail Employee may agree to not have two consecutive days off each week if they so choose. A part time Onsite Retail Employee may withdraw their agreement to not have two consecutive days off each week by the provision of four weeks' notice provided that they agree with Fantastic on a variation to the matters prescribed in clause 2.1(b) of the Agreement in accordance with clause 2.3 of the Agreement to accommodate the Onsite Retail Employee having two consecutive days off each week.
 21. A full time Onsite Retail Employee who works in a retail store in a particular week which store has employed 15 or more employees in the particular week in question and in each of the previous three weeks, will be paid an allowance of \$20 for the particular week in question (gross). The allowance is

payable pro-rata to part time Onsite Retail Employees (1/38th of the allowance for each hour worked per week).

22. Despite clause 5.1 of the Agreement, an Offsite Retail Employee may be required to work their Ordinary Hours of Work on any day, Monday to Sunday (inclusive), within the following span of hours (provided that nothing in this undertaking prevents overtime from being worked outside these hours):

Monday – Friday	Saturday	Sunday
7:00am – 5:30pm	7:00am – 5:30pm	9:00am – 5:30pm

The spread of hours may be altered by up to one hour at either end of the spread, by agreement between Fantastic and:

- (a) an individual Offsite Retail Employee;
- (b) the majority of Offsite Retail Employees at a particular location or locations; or
- (c) the majority of Offsite Retail Employees to whom the Agreement applies.

Signed on behalf of **Fantastic Furniture Pty Limited** by:

Cheryl Williams

Signature

Cheryl Williams

Name

General Manager Reoperations

Authority to sign

62 Hume Highway, Chullara NSW

Address

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

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.



Fantastic Furniture



Enterprise Agreement 2019

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Section 1: Contract of Employment

1. Vision, Duration and Effect

- 1.1. **Fantastic** believes its people are key to its success. It aims to inspire its **Employees** and be a “fantastic place to work”.
- 1.2. This **EA** is in place to set out the framework of terms and conditions for **Fantastic’s Employees** and will cover **Fantastic** and the **Employees**. This **EA** will commence operation on the first day of the first full pay period which starts on or after the day that is 7 days after this **EA** is approved by the **Fair Work Commission**.
- 1.3. This **EA** will have a nominal term of 4 years after the day on which the **Fair Work Commission** approves this **EA**.
- 1.4. If there is any inconsistency between any term of this **EA** and the **National Employment Standards**, and the **National Employment Standards** provides a greater benefit to the **Employee**, the **National Employment Standards** provision will apply to the extent of the inconsistency.
- 1.5. **Fantastic** will make a copy of this **EA** and the **National Employment Standards** available for **Employees** on **Fantastic’s** online learning management system (or such other online system accessible by **Employees** at their place of work as determined by **Fantastic** from time to time).
- 1.6. Notwithstanding any other term of this **EA**, this **EA** applies to the exclusion of any award, order or industrial instrument that would otherwise apply to an **Employee** during its operation.

2. Contract of Employment

- 2.1. **Fantastic** will inform each **Employee** in writing on or before commencement of their employment of:
 - (a) their employment status (i.e. whether they are a **Full Time Employee**, **Part Time Employee** or **Casual Employee**); and
 - (b) for a **Part Time Employee**:
 - i. the hours worked each day;
 - ii. which days of the week the **Part Time Employee** will work;
 - iii. the actual starting and finishing times of each day; and
 - iv. the times of taking and the duration of meal breaks;
 - (c) their **Role** and remuneration arrangements; and
 - (d) the **Site/s** at which the **Employee** is employed to work.
- 2.2. For a **Part Time Employee** employed immediately prior to the commencement of this **EA**:
 - (a) their existing contractual entitlements in relation to their minimum hours will continue to apply over the **Roster Cycle**, except where the **Part Time Employee** and **Fantastic** agree otherwise; and
 - (b) **Fantastic** will notify the **Part Time Employee** of the matters referred to in clause 2.1(b) which will, subject to operational requirements, generally reflect the days and times the **Part Time Employee** has worked over the preceding three months.

- 2.3. **Fantastic** and an **Employee** may agree to vary any of the matters in clauses 2.1(a) – 2.1(d) at any time in writing (including by electronic means).
A variation of any of the matters in clause 2.1(b) may be made at any time before the varied hours commence and may be of a temporary (including ad-hoc or temporary variations) or permanent nature.
- 2.4. A **Part Time Employee** can elect to provide written standing consent to vary their regular pattern of work in order to work additional hours at the ordinary rates of pay (plus applicable penalties) provided such standing consent may be withdrawn by the **Part Time Employee** at any time. **Fantastic** recognises the importance of **Part Time Employees** and, where practicable, will endeavour to offer additional hours, where they are required, to **Part Time Employees**. For the avoidance of doubt, a **Part Time Employee** who provides standing consent can still verbally refuse to work additional hours when offered on any occasion.
- 2.5. **Employees** who commence employment with **Fantastic** after the commencement of this **EA** will be subject to a 6 month probation period.

3. Individual Flexibility Agreements

- 3.1. **Fantastic** and an **Employee** may agree to make an individual flexibility arrangement to vary the effect of terms of this **EA** provided that the individual flexibility arrangement:
- (a) deals with 1 or more of the specific terms of this **EA** (except clause 1.3, clause 3, clause 31 or clause 32);
 - (b) meets the genuine needs of **Fantastic** and the **Employee** in relation to 1 or more of those matters;
 - (c) is genuinely agreed to by **Fantastic** and the **Employee**;
 - (d) is about permitted matters under section 172 of the Fair Work Act and is not unlawful under section 194 of the Fair Work Act;
 - (e) is in writing;
 - (f) includes the name of **Fantastic** and the **Employee**;
 - (g) is signed by **Fantastic** and the **Employee** and if the **Employee** is under 18 years of age, signed by the **Employee's** parent or guardian;
 - (h) includes details of:
 - i. the terms of this **EA** that will be varied by the arrangement, and how the arrangement will vary the effect of the terms;
 - ii. 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
 - iii. states the day on which the arrangement commences.
- 3.2. **Fantastic** must ensure that the terms of the individual flexibility arrangement result in the **Employee** being better off overall than the **Employee** would be if no arrangement was made.
- 3.3. **Fantastic** must give the **Employee** a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 3.4. **Fantastic** or the **Employee** may terminate the individual flexibility arrangement:
- (a) by giving 28 days' written notice to the other party to the arrangement; or
 - (b) if **Fantastic** and the **Employee** agree in writing – at any time.

4. Right to Request Casual Conversion

- 4.1. A **Casual Employee** who meets the requirements for a **Regular Casual Employee** may request that their employment be converted to full-time or part-time employment.

- 4.2. 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.
- 4.3. 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.
- 4.4. Any request under this subclause must be in writing and provided to **Fantastic**.
- 4.5. Where a **Regular Casual Employee** seeks to convert to full-time or part-time employment, **Fantastic** 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**.
- 4.6. 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 **Casual Employee** to be engaged as a **Full Time Employee** or a **Part Time Employee** in accordance with the provisions of this EA – that is, the **Casual Employee** is not truly a **Regular Casual Employee**;
 - (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 **Regular Casual 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 **Regular Casual Employee** is available to work.
- 4.7. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 4.8. Where **Fantastic** refuses a **Regular Casual Employee's** request to convert, **Fantastic** must provide the **Casual Employee** with **Fantastic's** reasons for refusal in writing within 21 days of the request being made. If the **Employee** does not accept **Fantastic's** refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 31.
- 4.9. 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 clause, **Fantastic** 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 2.1(b).
- 4.10. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 4.11. 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 **Fantastic**.
- 4.12. 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 clause.
- 4.13. Nothing in this clause obliges a **Regular Casual Employee** to convert to full-time or part-time employment, nor permits **Fantastic** to require a **Regular Casual Employee** to so convert.
- 4.14. Nothing in this clause requires **Fantastic** to increase the hours of a **Regular Casual Employee** seeking conversion to full-time or part-time employment.

- 4.15. **Fantastic** must provide a **Casual Employee** with a copy of this cause either before their first engagement (including with any offer of employment) or within the first 12 months of the **Casual Employee's** first engagement to perform work.

Section 2: Hours Of Work

5. Rostering and Hours of Work

- 5.1. **Employees** may be required to work their **Ordinary Hours of Work** on any day Monday to Sunday (inclusive), within the following span of hours (provided that nothing in this clause prevents overtime from being worked outside these hours):

	Monday - Friday	Saturday	Sunday
Onsite Retail Employees	7:00am – 9:00pm	7:00am – 6:00pm	9:00am – 6:00pm
Offsite Retail Employees	7:00am – 6:30pm	7:00am – 6:00pm	9:00am – 6:00pm

Provided that if trading hours 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 for **Onsite Retail Employees** will be 11.00pm.

- 5.2. The **Ordinary Hours of Work** of a **Senior Team Member** will be the same as those for **Onsite Retail Employees** under clause 5.1, and the penalty and overtime rates to which the **Senior Team Member** will be entitled under clause 8.2 and Schedule E will be the same as those for **Onsite Retail Employees**, unless, on a particular day, the **Senior Team Member** is solely performing work at a warehouse that is not in the same building/complex as a **Fantastic** retail establishment in which case the **Ordinary Hours of Work** for the **Senior Team Member** on that day will be the same as those for **Offsite Retail Employees** and the penalty and overtime rates to which the **Senior Team Member** will be entitled under clause 8.2 and Schedule E for work performed on that day will be the same as those for **Offsite Retail Employees**.
- 5.3. **Fantastic** will make a weekly roster available at each **Site** and/or electronically at least two weeks before the commencement of the roster, showing for each **Permanent Employee**, the start and finish time of the **Permanent Employee's Ordinary Hours of Work** for the **Roster Cycle**, provided that nothing in this clause prevents **Fantastic** from rostering overtime. The roster may be varied:
- by mutual consent between **Fantastic** and a **Permanent Employee** at any time;
 - on 7 days' notice from **Fantastic**;
 - in the case of emergency, on 48 hours' notice from **Fantastic**; or
 - by a **Shift Swap** or **Shift Cover** arrangement under clause 6.
- 5.4. **Employees** will be given 7 days' notice of any change to the opening or closing time of a particular **Site**.
- 5.5. **Fantastic** will, where practicable, have regard to family and study commitments, and the availability of safe transport home, when rostering **Employees**. However, it is acknowledged that the needs of the business will be the principal consideration when rostering **Employees** to work.

- 5.6. The **Ordinary Hours of Work** for **Employees** will be subject to the following rostering parameters (as applicable):
- (a) a maximum of 9 ordinary hours on any day, provided that for 1 day per week an **Employee** can be rostered for 10 ordinary hours;
 - (b) a **Full Time Employee** will be entitled to four days off each **Roster Cycle**. A **Full Time Employee** will be entitled to 2 consecutive days off each week or 3 consecutive days off in a 2 week period in which case the **Employee** will still be entitled to a fourth day off, unless agreed otherwise in writing between **Fantastic** and a **Full Time Employee**; and
 - (c) a **Part Time Employee** will be entitled to 2 days off each week, unless agreed otherwise in writing between **Fantastic** and a **Part Time Employee**.
- 5.7. **Fantastic** will pay **Casual Employees** and **Part Time Employees** for a minimum of 3 hours on each **Shift**, except that this does not apply to non-compulsory staff meetings or non-compulsory staff training sessions.
- 5.8. All **Employees** will be granted a 10 hour rest period between the completion of work on 1 day and the commencement of work on the next day. Where an **Employee** recommences work without having had 10 hours off work then the **Employee** will be paid as follows until such time as they are released from duty for a period of 10 consecutive hours off work, and will not suffer any loss of pay for any rostered hours which occur during the period of such absence:

Employment type	Rate of pay
Permanent Employees	200% of the Base Rate of Pay
Casual Employees	225% of the Base Rate of Pay (including casual loading)

- 5.9. Unless agreed otherwise in writing between **Fantastic** and an **Employee**:
- (a) an **Employee** will not be rostered to work more than three Sundays out of four in two consecutive **Roster Cycles**; and
 - (b) if an **Employee** works three Sundays out of four in two consecutive **Roster Cycles**, the Sunday they do not work will be part of three consecutive days off including the Saturday.
- 5.10. **Ordinary Hours of Work** and any overtime hours cannot be worked on more than six consecutive days.

6. Shift Swaps and Shift Covers

- 6.1. Subject to clause 6.3, **Employees** may arrange to swap **Shifts** between themselves provided:
- (a) both **Employees** are employed in the same **Role** and are available to perform the work which is the subject of the **Shift Swap**;
 - (b) the **Employees** involved in the **Shift Swap** notify **Fantastic** in advance and no objection is raised by **Fantastic**; and
 - (c) the **Shift Swap** is in respect of 2 shifts within the same **Roster Cycle**, unless approved otherwise by **Fantastic**.
- 6.2. Subject to clause 6.3, an **Employee** may agree to cover the **Shift** of another **Employee** provided:
- (a) both **Employees** are employed in the same **Role**; and
 - (b) the **Employees** involved in the **Shift Cover** notify **Fantastic** in advance and no objection is raised by **Fantastic**.

6.3. **Fantastic** will not pay overtime rates where an **Employee** has agreed to a **Shift Cover** or a **Shift Swap** and an **Employee** will only be paid their **Base Rate of Pay**, and any penalties or loadings payable under Schedule E (i.e. only the **Employee** who works in the penalty period will be paid any applicable penalty rate and no overtime rates will be paid to an **Employee** where any work which would otherwise be characterised as overtime under clause 8.1, arising as a result of the **Shift Cover** or **Shift Swap**).

7. Breaks

7.1. **Fantastic** will give **Employees** the following meal and rest breaks based on the length of their **Shift**:

Employee's Shift length (excluding unpaid breaks)	Rest Break (paid)	Meal Break (unpaid)
Less than 5 hours	1 × 10 minute rest break	No meal break
At least 5 hours but less than 7 hours	1 × 10 minute rest break	1 × 30 minute meal break
At least 7 hours but less than 10 hours	2 × 10 minute rest breaks	1 × 30 minute meal break
10 hours or more	2 × 10 minute rest breaks	2 × 30 minute meal breaks

8. Overtime and Recalls

8.1. If **Fantastic** requires an **Employee** to work in any of the following circumstances, all such work will be overtime:

- (a) all work done by a **Full Time Employee**, or a **Casual Employee** in excess of 76 hours over the **Roster Cycle**;
- (b) all work done by a **Part Time Employee**, in excess of the **Part Time Employee's Ordinary Hours of Work** (including as varied under clause 2.3 or 2.4); or
- (c) all work done by an **Employee**, outside the rostering provisions set out in clause 5.6.

Nothing in this clause overrides section 62 of the **Fair Work Act** (which allows an **Employee** to refuse to work additional hours if they are unreasonable).

8.2. Subject to clause 8.3, an **Employee** who is entitled to overtime under clause 8.1 will be paid as follows (calculated on a daily basis) provided that an **Offsite Retail Employee** will be paid for a minimum of 3 hours' overtime on a Saturday and a minimum of 4 hours' overtime on a Sunday unless such overtime is worked immediately prior to or at the conclusion of the **Offsite Retail Employee's** rostered hours:

Day on which overtime is worked	Overtime hours	Overtime rate for Permanent Employees	Overtime rate for Casual Employees
Monday – midnight Saturday	First 2 hours	150% of the Base Rate of Pay	175% of the Base Rate of Pay (including casual loading)
Monday – midnight Saturday	3rd and subsequent hours	200% of the Base Rate of Pay	225% of the Base Rate of Pay (including casual loading)
Midnight Saturday – midnight Sunday	All hours	200% of the Base Rate of Pay	225% of the Base Rate of Pay (including casual loading)
Public Holiday	All hours	250% of the Base Rate of Pay	275% of the Base Rate of Pay (including casual loading)

- 8.3. **Fantastic** may agree with an **Employee** that instead of being paid overtime rates under clause 8.2, the **Employee** will be:
- (a) credited with an amount of time off in lieu which is equivalent to the number of overtime hours worked multiplied by the applicable overtime rate (so if an **Employee** works 2 hours of overtime on a Monday to Saturday, the **Employee** will be entitled to 3 hours of time off in lieu), provided the time off in lieu must be taken at an agreed time within 8 weeks of the overtime accruing or it will be paid out in accordance with clause 8.2 and any time off in lieu not yet taken as at the date of termination will be paid out in accordance with clause 8.2; or
 - (b) credited with hours of annual leave equivalent to the number of overtime hours worked if the **Employee** has less than 20 days' annual leave accrued.
- 8.4. Overtime rates in this clause will be in substitution for and not cumulative upon any penalty rates payable under this **EA**.
- 8.5. Unless otherwise agreed, an **Onsite Retail Employee** recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of 3 hours on each occasion. The time worked will be calculated from the time the **Employee** leaves home until the time they return home.

Section 3: Pay and Benefits

9. Remuneration

- 9.1. Subject to clause 9.3, **Permanent Employees** will be paid the applicable **Base Rate of Pay** in accordance with Part 1 of Schedule C plus:
- (a) any applicable overtime rates in accordance with clause 8;
 - (b) any applicable penalty rates in accordance with Schedule E where their **Ordinary Hours of Work**, including as varied under clause 2.3 or 2.4, fall within the penalty periods set out in Schedule E; and
 - (c) any applicable allowances in accordance with clause 11 and Schedule D.
- 9.2. Subject to clause 9.3, **Casual Employees** will be paid the **Base Rate of Pay** plus a casual loading of 25% (which is compensation for, amongst other matters, paid leave, paid jury service, annual leave loading, notice of termination and redundancy pay) as set out in Part 2 of Schedule C plus:
- (a) any applicable overtime rates in accordance with clause 8;
 - (b) any applicable penalty rates in accordance with Schedule E where their **Ordinary Hours of Work** fall within the penalty periods set out in Schedule E; and
 - (c) any applicable allowances in accordance with clause 11 and Schedule D.
- 9.3. **Employees** under 19 years of age will be paid the applicable percentage listed in Part 3 of Schedule C of the applicable adult hourly pay rate under this **EA**.
- 9.4. Despite clauses 9.1 and 9.2, an Onsite/Offsite Retail Team Member who was, immediately before the commencement of this **EA**, categorised as a Level 3 Team Member under **Fantastic's** existing classification structure will be paid a **Base Rate of Pay** that is no less than \$21.70 per hour.

- 9.5. **Fantastic** will pay wages to **Employees** by electronic funds transfer fortnightly in arrears (except on termination where payment will be made within 7 days of termination).
- 9.6. **Fantastic** will give **Employees** 4 weeks' written notice of a change to a pay day or pay cycle.
- 9.7. The **Base Rates of Pay** in Schedule C will be increased with effect from the beginning of the first full pay period to commence on or after 1 July each year during the nominal term of this **EA** by an amount equal to the dollar increase to the equivalent base rate of pay under the *General Retail Industry Award 2010* awarded by the **Fair Work Commission** as part of its annual wage review. For clarity:
- (a) the Onsite/Offsite Retail Team Member **Base Rate of Pay** will increase by an amount equal to the dollar increase to the Level 1 rate under the *General Retail Industry Award 2010*;
 - (b) the Onsite/Offsite Retail Team Member (Forklift Operator) **Base Rate of Pay** will increase by an amount equal to the dollar increase to the Level 2 rate under the *General Retail Industry Award 2010*;
 - (c) the Onsite/Offsite Keyholder Retail Team Member **Base Rate of Pay** will increase by an amount equal to the dollar increase to the Level 3 rate under the *General Retail Industry Award 2010*; and
 - (d) the Senior Team Member **Base Rate of Pay** will increase by an amount equal to the dollar increase to the Level 3 rate under the *General Retail Industry Award 2010*;
- 9.8. This **EA** provides for minimum legal entitlements only and will not restrict **Fantastic** and an **Employee** from agreeing to higher rates of pay, or additional benefits via a separate common law employment contract.

10. Uniforms and Property

- 10.1. **Fantastic** will provide each **Employee** with a notional uniform allowance upon commencement of their employment and annually thereafter, the quantum of which will be determined by **Fantastic** at its sole discretion but will be sufficient to allow the **Employee** to purchase the following minimum uniform items:
- (a) **Permanent Employees:** 3 branded shirts; and
 - (b) **Casual Employees:** 2 branded shirts.
- 10.2. During each year, an **Employee** may:
- (a) purchase items of uniform from **Fantastic**;
 - (b) seek reimbursement from **Fantastic** to purchase other items of clothing or footwear to wear at work; or
 - (c) a combination of both,
- provided that the total value of items of uniform purchased from **Fantastic**, or amounts reimbursed by **Fantastic**, does not exceed the notional uniform allowance made available by **Fantastic**.
- 10.3. Any unused notional uniform allowance will not be carried forward into the following year and nothing in this clause prevents an **Employee** from purchasing additional items of uniform at their own cost.
- 10.4. Each **Employee** is responsible for the condition and cleanliness of their uniform during their employment. An **Employee** will be paid a uniform allowance in accordance with Schedule C.

- 10.5. **Fantastic** will either:
- (a) provide an **Offsite Retail Employee**, an **Onsite Retail Employee** who predominantly performs work in a warehouse or a Senior Team Member with steel capped boots upon commencement of their employment. **Fantastic** will replace the steel capped boots when required due to fair wear and tear provided **Fantastic** will not provide an eligible **Employee** with boots more than once each year; or
 - (b) reimburse an **Offsite Retail Employee**, an **Onsite Retail Employee** who predominantly performs work in a warehouse or a Senior Team Member up to \$50 each year (inclusive of GST) for the purpose of the **Employee** purchasing steel capped boots.
- 10.6. Upon termination of employment for any reason, an **Employee** must return all property of **Fantastic** which is in the **Employee**'s possession as a consequence of their employment as soon as reasonably practicable, including but not limited to any uniform items purchased by the **Employee**, documents, publications, manuals, tools, equipment, mobile phones, keys and other property.

11. Allowances

- 11.1. **Employees** will be paid the allowances in accordance with Schedule D (to the extent they are applicable).

12. Higher Duties

- 12.1. An **Employee**, who is appointed to temporarily perform a **Role** which carries higher remuneration than the **Role** in which they are ordinarily employed, will be paid for such work at the higher rate of pay (plus applicable penalties, overtime and allowances) as follows:
- (a) for such time worked (with a minimum of 1 hour's payment at the higher rate of pay); or
 - (b) where 2 or more hours are worked on any 1 day, the higher rate of pay for all hours worked on that day.

13. Stand Down

- 13.1. **Fantastic** may stand down an **Employee**, without pay, where the **Employee** cannot be usefully employed due to:
- (a) industrial action (other than industrial action organised or engaged in by **Fantastic**);
 - (b) a breakdown of machinery or equipment, if **Fantastic** cannot reasonably be held responsible for the breakdown; or
 - (c) a stoppage of work for any cause where **Fantastic** cannot reasonably be held responsible.
- 13.2. An **Employee**'s continuity of service will not be broken by a period of stand down pursuant to this clause.

14. Superannuation

- 14.1. **Fantastic** will make the minimum superannuation contributions to **Employees** as required by law to avoid the imposition of a superannuation guarantee charge, to a complying superannuation fund of an **Employee's** choice or failing nomination, to its default fund which has been granted a MySuper authorisation.
- 14.2. Despite clause 14.1, **Fantastic** will make the minimum superannuation contributions as required by law to avoid the imposition of a superannuation guarantee charge regardless of an **Employee's** age, or whether the **Employee** works any minimum number of hours per week, or earns any minimum amount required in a calendar month, under applicable superannuation laws.
- 14.3 **Fantastic** will make superannuation contributions on a monthly basis.

Section 4: Leave and Other Entitlements

15. Annual Leave

- 15.1. This clause only applies to **Permanent Employees**.
- 15.2. Subject to clause 15.8, **Permanent Employees** are entitled to 4 weeks' paid annual leave, payable at the **Base Rate of Pay**. A **Permanent Employee** can purchase additional annual leave in accordance with **Fantastic's** policies from time to time however, **Fantastic's** policies are not incorporated into this **EA**.
- 15.3. Annual leave accrues progressively during a year of service according to the **Permanent Employee's Ordinary Hours of Work** and is cumulative from year to year. However, Employees are encouraged to take annual leave in the **Anniversary Year** in which it accrues for rest and relaxation purposes.
- 15.4. An **Employee** may make a written request to cash out some of their accrued annual leave, provided that the **Employee** retains a balance of at least 4 weeks' annual leave after the cashing out and a maximum of 2 weeks' annual leave may be cashed out each **Financial Year**. The approval of any such request is at the complete discretion of **Fantastic**. If the request is approved, the **Employee** will receive a payment in lieu of the amount of annual leave at a rate no less than the full amount (including annual leave loading) that would have been payable to the **Employee** had the **Employee** taken the annual leave and will be documented by way of a signed agreement between **Fantastic** and the **Employee** setting out the amount of annual leave being cashed out, the dollar amount and the date of the payment.
- 15.5. **Fantastic** may require an **Employee** to take a period of annual leave during any period that the Site at which the **Employee** is employed to work is closed or where the **Employee** has more than 8 weeks' accrued annual leave, by giving the **Employee** at least 4 weeks' notice.
- 15.6. **Fantastic** may agree in writing that an **Employee** can take a period of annual leave before the **Employee** has accrued an entitlement to the leave. If, on the termination of the **Employee's** employment, the **Employee** has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with the relevant agreement, **Fantastic** may deduct an amount equal to the amount that was paid in advance and not accrued thereafter, from any monies due to the **Employee** on termination.
- 15.7. **Employees** are entitled to receive any accrued but unused annual leave and annual leave loading on termination of their employment.

- 15.8. All annual leave will be taken at such times as agreed between **Fantastic** and an **Employee**, provided that **Employees** understand and acknowledge that due to the nature of Fantastic's business and industry, requests for annual leave during any applicable "block out" periods as notified to **Employees** at the beginning of each calendar year, will not necessarily be granted.
- 15.9. During a period of annual leave, **Permanent Employees** are entitled to be paid an additional loading of 17.5% of their **Base Rate of Pay** or the relevant weekend penalty rates, whichever is the greater but not both.

16. Paid Personal/Carer's Leave

- 16.1. This clause only applies to **Permanent Employees**.
- 16.2. Subject to clause 19.1, **Employees** are entitled to 10 days' paid personal/carers' leave per year, payable at the **Base Rate of Pay** in circumstances where:
- (a) the **Employee** is unable to attend or remain at work due to personal illness or personal injury affecting the **Employee**; or
 - (b) the **Employee** is required to provide care or support to an **Immediate Family Member** or member of their household because of:
 - i. a personal illness, or personal injury, affecting the **Immediate Family Member** or member of their household; or
 - ii. an unexpected emergency affecting the **Immediate Family Member** or member of their household.
- 16.3. Paid personal/carers' leave accrues progressively during a year of service according to the **Permanent Employee's Ordinary Hours of Work** and is cumulative from year to year.
- 16.4. **Fantastic** and an **Employee** may agree in writing to the **Employee** taking a period of paid personal/carers' leave before the **Employee** has accrued an entitlement to the leave. If, on the termination of the **Employee's** employment, the **Employee** has not accrued sufficient paid personal/carers' leave to cover the leave taken in advance under this clause, **Fantastic** may deduct an amount equal to the amount that was paid in advance and not accrued thereafter, from any monies due to the **Employee** on termination.
- 16.5. **Employees** will not be entitled to receive payment for any accrued but unused paid personal/carers' leave on termination of their employment.

17. Unpaid Carer's Leave

- 17.1. Subject to clause 19.1, **Permanent Employees** who have exhausted their entitlement to paid personal/carers' leave and **Casual Employees** are entitled to 2 days' unpaid carers' leave for each occasion when the **Employee's Immediate Family Member** or member of their household requires care or support because of:
- (a) a personal illness, or personal injury, affecting the **Immediate Family Member** or member of their household; or
 - (b) an unexpected emergency affecting the **Immediate Family Member** or member of their household.

18. Compassionate Leave

- 18.1. Subject to clause 19.1, **Permanent Employees** and **Casual Employees** are entitled to 3 days' compassionate leave for each occasion when the **Employee's Immediate Family Member** or member of their household:
- (a) contracts a personal illness that poses a serious threat to his/her life;
 - (b) sustains a personal injury that poses a serious threat to his/her life; or
 - (c) dies.

18.2. **Permanent Employees** are entitled to be paid for compassionate leave taken in accordance with clause 18.1 at their **Base Rate of Pay** but **Casual Employees** are not entitled to any payment in respect of compassionate leave.

19. Notice and Evidence Requirements for Leave

19.1. **Employees** must comply with the following requirements when taking paid personal/carer's leave, unpaid carer's leave or compassionate leave:

- (a) the **Employee** will, where practicable, advise their Manager by phone call of their inability to attend for work at least 1 hour prior to the commencement of their **Shift** and as far as possible the nature of the absence and estimated period of absence;
- (b) where requested by **Fantastic** (which **Fantastic** will not request on the first two single-day absences in each year of **Continuous Service** which is not on a weekend or public holiday or immediately before or after a period of leave or a weekend or public holiday), the **Employee** will produce satisfactory documentary evidence to **Fantastic** to prove their inability to attend for duty on the day or days in respect of which paid personal/carer's leave, unpaid carer's leave or compassionate leave is claimed; and
- (c) the **Employee** will not be entitled to paid personal/carer's leave for any period in respect of which they are entitled to workers' compensation benefits.

20. Paid and Unpaid Parental/Adoption Leave

20.1. **Permanent Employees** with at least 12 months' **Continuous Service** and **Eligible Casual Employees**, including those who are members of an **Employee Couple**, are entitled to 12 months' unpaid parental leave (including maternity leave, paternity leave and adoption leave) in accordance with the **Fair Work Act**. An **Employee** eligible to take unpaid parental leave under the **Fair Work Act** can request a further period of up to 52 weeks' unpaid parental leave and **Fantastic** can refuse a request on reasonable business grounds.

20.2. Subject to eligibility for unpaid parental leave in accordance with clause 20.1, **Permanent Employees** with at least 12 months' **Continuous Service** and **Eligible Casual Employees**, including those who are members of an **Employee Couple**, are also entitled to the following paid benefits associated with the birth or placement of a child (in addition to any paid benefits under any Government scheme in place from time to time):

	Primary carer	Non-primary carer in Employee Couple	Rate of payment
Permanent Employees with at least 12 months' Continuous Service	3 weeks' paid parental/adoption leave payable upon birth or placement of the child. This leave will be paid over 3 weeks in the ordinary pay cycle unless the Permanent Employee elects in writing prior to their period of parental leave to have this spread over 6 weeks and paid at half pay (provided only 3 weeks will count as Continuous Service).	2 weeks' paid parental/adoption leave. This leave can be taken in periods of not less than 1 week at any time within the first 6 months following the birth/ placement of the child.	The applicable Base Rate of Pay multiplied by the Permanent Employee's Ordinary Hours of Work before proceeding on parental leave, multiplied by the number of weeks. (Fantastic will average the Ordinary Hours of Work over a period of 52 weeks, where a Permanent Employee's Ordinary Hours of Work varied over the 52 weeks immediately preceding the period of parental leave).

	Primary carer	Non-primary carer in Employee Couple	Rate of payment
Permanent Employees with at least 12 months' Continuous Service	Return to work bonus equivalent to 2 weeks' pay , payable in the first full pay cycle 3 months after the Permanent Employee's return to work.	Nil.	The applicable Base Rate of Pay multiplied by the Permanent Employee's average weekly Ordinary Hours of Work since returning from parental leave, multiplied by the number of weeks.
Permanent Employees with at least 12 months' Continuous Service	Superannuation top-up , for the period of unpaid parental leave taken by the Permanent Employee , capped at 47 weeks, on the condition the Permanent Employee returns to work from parental leave for at least three months. The contribution will be made with the next monthly contribution made under this EA .	Nil.	Superannuation contributions for the total period of parental leave taken by the Permanent Employee in relation to which Fantastic is not required to make superannuation contributions less two weeks (reflecting the return to work bonus) and capped at 47 weeks, calculated on the assumption the Permanent Employee was paid the applicable Base Rate of Pay payable immediately before proceeding on parental leave and based on the Permanent Employee's average Ordinary Hours of Work over the 52 weeks immediately preceding the period of parental leave.
Eligible Casual Employees	3 weeks' paid parental/adoption leave payable upon birth or placement of the child.	2 weeks' paid parental/adoption leave . This leave can be taken in periods of not less than 1 week at any time within the first 6 months following the birth/ placement of the child.	The applicable Base Rate of Pay plus a 25% casual loading multiplied by the Eligible Casual Employee's average Ordinary Hours of Work over the 52 weeks immediately preceding the period of parental leave, multiplied by the number of weeks.
Eligible Casual Employees	Return to work bonus equivalent to 2 weeks' pay , payable in the first full pay cycle 3 months after the Casual Employee's return to work.	Nil.	The applicable Base Rate of Pay plus a 25% casual loading multiplied by the Eligible Casual Employee's average weekly Ordinary Hours of Work over the period since returning from parental leave, multiplied by the number of weeks.

	Primary carer	Non-primary carer in Employee Couple	Rate of payment
Eligible Casual Employees	Superannuation top-up, for the period of unpaid parental leave taken by the Casual Employee , capped at 47 weeks, on the condition the Casual Employee returns to work from parental leave for at least three months. The contribution will be made with the next monthly contribution made under this EA.	Nil.	Superannuation contributions for the total period of parental leave taken by the Casual Employee in relation to which Fantastic is not required to make superannuation contributions less two weeks (reflecting the return to work bonus) and capped at 47 weeks, calculated on the assumption the Employee was paid the applicable Base Rate of Pay payable immediately before proceeding plus a 25% casual loading and based on the Casual Employee's average Ordinary Hours of Work over the 52 weeks immediately preceding the period of parental leave.

21. Long Service Leave

21.1. **Employees** are entitled to long service leave in accordance with applicable legislation.

22. Community Service Leave

22.1. Subject to clause 22.3, **Employees** may request to take up to 6 days' paid community service leave per **Anniversary Year**, payable at the **Base Rate of Pay** for **Permanent Employees** and the Monday – Friday casual hourly pay rate for **Casual Employees**, where they engage in **Voluntary Emergency Management Activity**. **Fantastic** retains the absolute discretion as to the approval of any period of paid community service leave under this clause and the number of paid days which can be taken on any 1 occasion. Paid community service leave under this clause 22.1 is not cumulative from year to year and is not payable on termination of employment for any reason.

22.2. Subject to clause 22.3, **Employees** are also entitled to unpaid community service leave where they engage in **Voluntary Emergency Management Activity**.

22.3. An **Employee** is required to produce documentary evidence to **Fantastic** that would satisfy a reasonable person that the absence is because the **Employee** has been, or will be, engaging in **Voluntary Emergency Management Activity**.

23. Jury Service

23.1. **Employees** are entitled to leave during any period when the **Employee** is required to attend for jury service.

23.2. Subject to clause 23.3 and any applicable State laws, **Permanent Employees** required to attend jury service during their **Ordinary Hours of Work** are entitled to be paid the difference between the jury service payment received and the **Base Rate of Pay** the **Employee** would have received for their ordinary hours, during the first 10 days of the jury service.

23.3. A **Permanent Employee** is required to produce evidence that would satisfy a reasonable person:

- (a) that the **Permanent Employee** has taken all necessary steps to obtain any amount of jury service pay to which the **Permanent Employee** is entitled; and
- (b) of the total amount (even if it is a nil amount) that has been paid, or is payable, to the **Employee** for their attendance at jury service by anyone other than **Fantastic** for the period.

24. Public Holidays

- 24.1. **Fantastic** may request an **Employee** to work on a particular **Public Holiday**. For the avoidance of doubt, this clause is not intended to, and does not, override section 114(3) of the **Fair Work Act**.
- 24.2. **Permanent Employees** will be paid at the **Base Rate of Pay** for their **Ordinary Hours of Work** if they are not required by **Fantastic** to work on a **Public Holiday** where their **Ordinary Hours of Work** fall on such **Public Holiday**.
- 24.3. An **Employee** who performs work on a **Public Holiday** will be paid the applicable penalty rate set out in Schedule E, or by agreement, may be compensated by an additional day or equivalent time off to be taken within 4 weeks of the **Public Holiday**.

25. Right to Request Flexible Working Arrangements

- 25.1. A **Permanent Employee** with at least 12 months' **Continuous Service** or an **Eligible Casual Employee**, who would like to change their working arrangements because they:
- (a) are a parent, or have responsibility for the care of a child who is of school age or younger;
 - (b) are a carer (within the meaning of the *Carer Recognition Act 2010* (Cth));
 - (c) have a disability;
 - (d) are aged 55 or older; or
 - (e) are experiencing violence from a member of the **Employee's** family and to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because the member is experiencing violence from the member's family,
- may request a change in working arrangements from **Fantastic** relating to the circumstances referred to in this clause.
- 25.2. To avoid doubt, and without limiting clause 25.1, a **Permanent Employee** with at least 12 months **Continuous Service** or an **Eligible Casual Employee** who:
- (a) is a parent, or has responsibility for the care, of a child; and
 - (b) is returning to work after taking leave in relation to birth or adoption of the child,
- may request to work part time to assist them to care for the child.
- 25.3. All requests made pursuant to this clause 25 must be in writing and must set out details of the change sought and the reasons for the change.
- 25.4. **Fantastic** must give the **Permanent Employee** or the **Eligible Casual Employee** a written response to the request within 21 days, stating whether **Fantastic** grants or refuses the request. **Fantastic** may refuse the request only on reasonable business grounds, including, but not limited to:
- (a) the new working arrangements requested would be too costly for **Fantastic**;
 - (b) there is no capacity to change the working arrangements of other **Employees** to accommodate the new working arrangements requested;
 - (c) it would be impractical to change the working arrangements of other **Employees**, or recruit new **Employees**, to accommodate the new working arrangements requested;
 - (d) the new working arrangements requested by the **Employee** would be likely to result in significant loss in efficiency or productivity; and/or
 - (e) the new working arrangements requested would be likely to have a significant negative impact on customer service.
- 25.5. If **Fantastic** refuses the request, the written response must include details of the reasons for the refusal.

26. Employee May Request Change in Working Arrangements

- 26.1. This applies where an **Employee** has made a request for a change in working arrangements under section 65 of the **Fair Work Act**.
- 26.2. Before responding to a request made under section 65, **Fantastic** 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 are not made; and
 - (c) any reasonable business grounds for refusing the request.
- 26.3. If **Fantastic** refuses the request and has not reached an agreement with the **Employee** under clause 26.2:
- (a) the written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply; and
 - (b) if **Fantastic** and the **Employee** could not agree on a change in working arrangements under clause 26.2, the written response under s.65(4) must:
 - i. state whether or not there are any changes in working arrangements that **Fantastic** can offer the **Employee** so as to better accommodate the **Employee's** circumstances; and
 - ii. if **Fantastic** can offer the **Employee** such changes in working arrangements, set out those changes in working arrangements.
- 26.4. If **Fantastic** and the **Employee** reached an agreement under clause 26.2 on a change in working arrangements that differs from that initially requested by the **Employee**, **Fantastic** must provide the **Employee** with a written response to their request setting out the agreed change(s) in working arrangements.
- 26.5. Disputes about whether **Fantastic** has discussed the request with the **Employee** and responded to the request in the way required by this clause, can be dealt with under clause 31.

27. Family and Domestic Violence Leave

- 27.1. This clause applies to all **Employees**, including **Casual Employees**.
- 27.2. Subject to clause 27.5, **Employees** are entitled to 5 days' paid leave, paid at the **Employee's Base Rate of Pay** (including a 25% casual loading for a **Casual Employee**) to deal with **Family and Domestic Violence** if the **Employee** is:
- (a) experiencing **Family and Domestic Violence**; and
 - (b) 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 working hours.
- (This may include for example making arrangements for their safety or the safety of an **Immediate Family Member** (including relocation), attending urgent court hearings, or accessing police services).
- 27.3. **Fantastic** may agree that an **Employee** can take more than 5 days' leave to deal with **Family and Domestic Violence**, provided that any additional leave will be unpaid.

- 27.4. The leave provided under this clause:
- (a) is available to each **Employee** in full upon commencement of employment and at the start of each **Anniversary Year** thereafter;
 - (b) does not accumulate from year to year;
 - (c) is available in full to **Part Time Employees** and **Casual Employees**;
 - (d) to the extent any of the leave taken under this clause is unpaid, will not count as **Continuous Service** but will not break the **Employee's** continuity of service; and
 - (e) if agreed by **Fantastic**, may be taken in periods of less than 1 day.
- 27.5. An **Employee** must give **Fantastic** notice of the taking of leave under this clause as soon as practicable (which may be a time after the leave has started), including the period, or expected period, of the leave, and if required by **Fantastic**, must provide evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 27.2 (which may include a document issued by the police service, a court or a family violence support service, or a statutory declaration).
- 27.6. **Fantastic** must take steps to ensure information concerning any notice an **Employee** has given, or evidence an **Employee** has provided, under clause 27.5 is treated confidentially, as far as it is reasonably practicable to do so. Nothing in this clause 27.6 prevents **Fantastic** 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.

28. Leave of Absence

- 28.1. A **Permanent Employee** with more than 1 year's **Continuous Service** may request a period of unpaid leave of absence, provided:
- (a) the maximum period of absence does not exceed 3 months;
 - (b) all annual leave, long service leave (if applicable) and time in lieu entitlements of the **Employee** have been exhausted prior to taking the leave of absence; and
 - (c) the **Employee's** leave of absence application is approved by the People & Culture Team in writing in advance.
- 28.2. **Fantastic's** People & Culture Team can refuse a request for an unpaid leave of absence on reasonable business grounds or on other grounds the People & Culture Team considers relevant at its absolute discretion.
- 28.3. For the avoidance of doubt, an unpaid leave of absence taken under this clause will not break an **Employee's** continuity of service but:
- (a) the period of the unpaid leave of absence does not count for the purposes of the **Employee's** period of **Continuous Service**; and
 - (b) subject to applicable law, the **Employee** will not accrue annual leave, personal/carer's leave or long service leave during the period of the leave of absence.

Section 5: Termination of Employment

29. Termination

29.1. This clause will not apply to:

- (a) **Casual Employees;**
- (b) a **Permanent Employee** employed for a specified period of time, for a specified task, or the duration of a specified season; or
- (c) a **Permanent Employee** 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.

29.2. Subject to clause 29.6, **Fantastic** will provide a **Permanent Employee** with the following periods of written notice of termination (or pay in lieu of all or part of such period) based on the **Permanent Employee's** period of **Continuous Service** with **Fantastic**:

Permanent Employee's period of Continuous Service with Fantastic at the end of the day notice is given	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

29.3. In addition to the notice of termination pursuant to clause 29.2, **Permanent Employees** aged over 45 who have completed at least 2 years' **Continuous Service** with **Fantastic** at the end of the day notice is given are entitled to an additional 1 week's notice from **Fantastic**.

29.4. Where **Fantastic** has given notice of termination to a **Permanent Employee** for reasons other than **Redundancy**, the **Permanent Employee** is permitted to take up to 1 days' time off (without loss of pay) for the purposes of seeking other employment. This time off will be taken at time(s) which have been agreed between **Fantastic** and the **Permanent Employee**.

29.5. A **Permanent Employee** must provide **Fantastic** with a period of written notice of their intention to resign in accordance with the table set out in clause 29.2 (provided that no additional week is required to be given by a **Permanent Employee** aged over 45 with more than 2 years' service and **Fantastic** may pay a **Permanent Employee** in lieu of them working all or part of such period). Where a **Permanent Employee** fails to provide notice, or provide sufficient notice, **Fantastic** may withhold from any monies due to the **Permanent Employee** on termination, an amount equal to the amount the **Permanent Employee** would have been paid in respect of the period of notice required by this clause, less any period of notice actually given by the **Permanent Employee**.

29.6. Nothing in this **EA** will affect the right of **Fantastic** to dismiss a **Permanent Employee** without notice where **Fantastic** is reasonably satisfied that the **Permanent Employee** has engaged in serious misconduct. For the purposes of this clause, serious misconduct includes:

- (a) wilful and deliberate behaviour by an **Employee** that is inconsistent with the continuation of employment, including, but not limited to:
 - i. theft;
 - ii. fraud (including falsifying time records);

- iii. assault;
 - iv. attendance at the workplace under the effects of prohibited drugs or alcohol; or
 - v. the **Employee** refusing to carry out **Fantastic's** lawful and reasonable instruction; or
- (b) conduct that causes imminent, and serious, risk to:
- i. the health, or safety, of a person (including conduct which **Fantastic** reasonably believes constitutes sexual harassment, bullying and discrimination); or
 - ii. the reputation, viability or profitability of **Fantastic's** business.

30. Redundancy

30.1. Subject to clause 30.2, a **Redundant Employee** is entitled to redundancy pay, paid at their **Base Rate of Pay** for their **Ordinary Hours of Work**, based on the following applicable scale (depending on whether the **Redundant Employee** is a **New Employee** or an **Existing Employee**):

New Employees

New Employee's period of Continuous Service with Fantastic	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years and over	12 weeks

Existing Employees

Existing Employee's period of Continuous Service with Fantastic	Redundancy Pay – under 45 years of age	Redundancy Pay – 45 years of age and over
Less than 1 year	Nil	Nil
More than 1 year but less than 2 years	4 weeks	5 weeks
More than 2 years but less than 3 years	7 weeks	8.75 weeks
More than 3 years but less than 4 years	10 weeks	12.5 weeks
More than 4 years but less than 5 years	12 weeks	15 weeks
More than 5 years but less than 6 years	14 weeks	17.5 weeks
More than 6 years	16 weeks	20 weeks

30.2. In circumstances where **Fantastic** obtains an offer of **Reasonable Alternative Employment** for an **Existing Employee** (irrespective of whether the **Existing Employee** accepts the offer) prior to the effective date of termination due to redundancy, **Fantastic** is not required to pay redundancy pay to the **Existing Employee** in accordance with the scale expressed to apply to **Existing Employees** in clause 30.1 but may be required to pay redundancy pay in accordance with the scale expressed to apply to **New Employees** in clause 30.1 (subject to clause 30.7).

- 30.3. For the avoidance of doubt, the redundancy payment in clause 30.1 is in addition to any notice of termination to which a **Redundant Employee** is entitled under clause 29.
- 30.4. If a **Permanent Employee's Role** is **Redundant** but the **Permanent Employee** accepts a lower paid **Role** offered to him or her by **Fantastic (New Role)** in lieu of bringing their employment to an end, **Fantastic** must, at its election, provide the **Permanent Employee** with:
- (a) the same period of notice that they would have been entitled to if their employment had been terminated, before transferring them to the **New Role**; or
 - (b) payment equal to the difference between the former **Base Rate of Pay** and the **Base Rate of Pay** for the **New Role** for the number of weeks of notice still owing, in lieu of providing such notice.
- 30.5. Subject to section 122(4) of the **Fair Work Act** and notwithstanding anything else in this clause 30, **Fantastic** does not have to pay redundancy pay under this clause 30 in a **Transfer of Business**, where:
- (a) the **Employee** accepts employment with a new employer that recognises the **Employee's** period of **Continuous Service** with **Fantastic** to be **Continuous Service** with the new employer; or
 - (b) the **Employee** rejects an offer of employment with the new employer in which:
 - i. the **Employee's** terms and conditions are, on an overall basis, substantially similar, and considered on an overall basis, no less favourable than the **Employee's** terms and conditions at the time of ceasing employment with **Fantastic**; and
 - ii. the new employer recognises the **Employee's** period of **Continuous Service** with **Fantastic** to be **Continuous Service** with the new employer.
- 30.6. In lieu of the entitlement in clause 29.4, a **Redundant Employee** is permitted to take up to 1 day's time off (without loss of pay) during each week of notice, for the purposes of seeking other employment provided that:
- (a) time off can only be taken at time(s) which have been agreed between **Fantastic** and the **Redundant Employee**; and
 - (b) where the **Employee** wishes to take more than 1 day's time off in total, the **Redundant Employee** must produce proof of attendance at interview(s) if requested by **Fantastic**.
- 30.7. Nothing in this clause is intended to limit the operation of section 120 of the **Fair Work Act** and the **Fair Work Commission** may determine to reduce the redundancy pay payable to a **Redundant Employee** under this clause if the **Fair Work Commission** considers it appropriate.

Section 6: Resolving Disputes

31. Dispute Resolution Procedure

- 31.1. If a dispute relates to:
- (a) a matter arising under this **EA**; or
 - (b) the **National Employment Standards**,
- this clause sets out procedures to settle the dispute.
- 31.2. An **Employee** who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause. **Fantastic** may also appoint a representative for the purposes of the procedures in this clause.

- 31.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the **Employee** or **Employees** and relevant supervisors and/or management.
- 31.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the **Fair Work Commission**.
- 31.5. The **Fair Work Commission** may deal with the dispute in 2 stages:
- (a) the **Fair Work Commission** will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the **Fair Work Commission** is unable to resolve the dispute at the first stage, and the parties to the dispute agree, the **Fair Work Commission** may then:
 - i. arbitrate the dispute in accordance with law; and
 - ii. make a determination that is binding on the parties.

*Note: If the **Fair Work Commission** arbitrates the dispute, it may also use the powers that are available to it under the **Fair Work Act**. A decision that the **Fair Work Commission** makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5-1 of the **Fair Work Act**. Therefore, an appeal may be made against the decision.*

- 31.6. While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) the status quo will remain;
 - (b) an **Employee** must continue to perform his or her work as he or she would normally, unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (c) an **Employee** must comply with a direction given by **Fantastic** to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe;
 - ii. applicable occupational health and safety legislation would not permit the work to be performed;
 - iii. the work is not appropriate for the **Employee** to perform; or
 - iv. there are other reasonable grounds for the **Employee** to refuse to comply with the direction.
- 31.7. Subject to any appeal that is available under the **Fair Work Act**, the parties to the dispute agree to be bound by a decision made by the **Fair Work Commission** in accordance with this clause.
- 31.8. Nothing in this clause 31 provides for the **Fair Work Commission** to arbitrate a dispute relating to sections 65(5) or 76(4) of the **Fair Work Act** or a provision of this **EA** which provides for an entitlement equivalent to that in sections 65(5) or 76(4) of the **Fair Work Act**.

Section 7: Consultation

32. Consultation

- 32.1. This clause applies if **Fantastic**:
- (a) has made a definite decision to introduce a major change to the production, organisation, structure, or technology of its enterprise, and the change is likely to have a significant effect on **Employees** of the enterprise; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of **Employees**.

- 32.2. 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**;
 - (b) major change to the composition, operation or size of **Fantastic’s** workforce or to the skills required of **Employees**;
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (d) the alteration of hours of work;
 - (e) the need to retrain **Employees**;
 - (f) the need to relocate **Employees** to another workplace; or
 - (g) the restructuring of jobs,
- but specifically excludes any matter that might otherwise constitute a “major change” where a term in this **EA** contemplates or provides for such.
- 32.3. In this clause, “**relevant Employees**” means the **Employees** who may be affected by a change referred to in clause 32.2.

Consultation regarding major workplace change

- 32.4. For a major change referred to in clause 32.1(a), **Fantastic** must notify the relevant **Employees** of the decision to introduce the major change and clauses 32.5 – 32.9 apply.
- 32.5. The relevant **Employees** may appoint a representative for the purposes of the procedures in this clause. **Fantastic** may also appoint a representative for the purposes of the procedures in this clause.
- 32.6. If:
- (a) a relevant **Employee** appoints, or relevant **Employees** appoint, a representative for the purposes of consultation; and
 - (b) the **Employee** or **Employees** advise **Fantastic** of the identity of the representative.
- Fantastic** must recognise the representative unless **Fantastic** determines that there is an imminent risk to any person’s health or safety as a result of the conduct of the representative.
- 32.7. As soon as practicable after making its decision, **Fantastic** must:
- (a) discuss with the relevant **Employees**:
 - i. the introduction of the change;
 - ii. the effect the change is likely to have on the **Employees**; and
 - iii. measures **Fantastic** is taking to avert or mitigate the adverse effect of the change on the **Employees**; and
 - (b) 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**.
- 32.8. However, **Fantastic** is not required to disclose confidential or commercially sensitive information to the relevant **Employees** under clause 32.7.
- 32.9. **Fantastic** must give prompt and genuine consideration to matters raised about the major change by the relevant **Employees**.

Consultation about changes to rosters or hours of work

32.10. For a change referred to in clause 32.1(b), **Fantastic** must notify the relevant **Employees** of the proposed change and clauses 32.11 – 32.15 apply.

32.11. The relevant **Employees** may appoint a representative for the purposes of the procedures in this clause. **Fantastic** may also appoint a representative for the purposes of the procedures in this clause.

32.12. If:

- (a) a relevant **Employee** appoints, or relevant **Employees** appoint, a representative for the purposes of consultation; and
- (b) the **Employee** or **Employees** advise **Fantastic** of the identity of the representative.

Fantastic must recognise the representative unless **Fantastic** determines that there is an imminent risk to any person's health or safety as a result of the conduct of the representative.

32.13. As soon as practicable after proposing to introduce the change, **Fantastic** must:

- (a) discuss with the relevant **Employees** the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant **Employees**:
 - i. all relevant information about the change, including the nature of the change;
 - ii. information about what **Fantastic** reasonably believes will be the effects of the change on the **Employees**;
 - iii. information about any other matters that **Fantastic** reasonably believes are likely to affect the **Employees**; and
 - iv. invite the relevant **Employees** to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

32.14. However, **Fantastic** is not required to disclose confidential or commercially sensitive information to the relevant **Employees** under clause 32.13.

32.15. **Fantastic** must give prompt and genuine consideration to matters raised about the change by the relevant **Employees**.

Schedule A – Definitions

Anniversary Year means the period of 1 year from the date of commencement of employment of an **Employee** and each year thereafter.

Base Rate of Pay means the permanent Monday – Friday hourly pay rate for the applicable **Role**.

Casual Employee means an **Employee** who is engaged and paid as such.

Continuous Service has the meaning prescribed in section 22 of the **Fair Work Act**.

Distribution Centre means the central locations from which **Fantastic** stock is generally received from suppliers and stored before being transferred to **Fantastic** warehouses.

EA means this enterprise agreement, being the *Fantastic Furniture Enterprise Agreement 2019*.

Eligible Casual Employee means a **Casual Employee** who has been employed by **Fantastic** on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who would have a reasonable expectation of continuing employment on a regular and systematic basis.

Employee Couple means an **Employee** and his or her spouse or de facto partner.

Employees means **Onsite Retail Employees, Offsite Retail Employees** and Senior Team Members employed by **Fantastic** (which for the avoidance of doubt but excludes assistant managers and retail business leaders).

Existing Employee means any **Permanent Employee** who is employed as a **Full Time Employee, a Part Time Employee** or a **Casual Employee** immediately prior to the commencement of this **EA**.

Fair Work Act means the *Fair Work Act 2009* (Cth) as amended from time to time and any legislation which supersedes or replaces it.

Fair Work Commission means the **Fair Work Commission** or any superseding equivalent authority.

Fantastic means Fantastic Furniture Pty Ltd (ACN 003 688 855).

Family and Domestic Violence means violent, threatening or other abusive behaviour by an **Immediate Family Member** of an **Employee** that seeks to coerce or control the **Employee** and that causes them harm or to be fearful.

Financial Year means the period between 1 October to 30 September the following year or such other period which may be determined by **Fantastic** to be its financial year from time to time.

Full Time Employee means an **Employee** whose **Ordinary Hours of Work** are 38 per week, averaged over the **Roster Cycle**.

Immediate Family Member means a spouse (including former spouse), de-facto partner (including former de-facto partner), child, parent, grandparent, grandchild or sibling of the **Employee** or a child, parent, grandparent, grandchild or sibling of a spouse (including former spouse) or de-facto partner (including former de-facto partner) of the **Employee** and for the purposes of clause 27 also includes a person related to the **Employee** according to Aboriginal or Torres Strait Islander kinship rules.

National Employment Standards means the minimum conditions of employment as set out in Part 2.2 of the **Fair Work Act**.

New Employee means a **Permanent Employee** who is employed following the commencement of this **EA**.

Offsite Retail Employee means a **Permanent Employee** or a **Casual Employee**, who is employed as an Offsite Retail Team Member, an Offsite Retail Team Member (Forklift Operator) or an Offsite Keyholder Retail Team Member within the classifications in Schedule B but does not include a **Permanent Employee** or a **Casual Employee** employed to work at a **Distribution Centre**.

Onsite Retail Employee means a **Permanent Employee** or a **Casual Employee**, who is employed as an Onsite Retail Team Member, an Onsite Retail Team Member (Forklift Operator) or an Onsite Keyholder Retail Team Member within the classifications in Schedule B.

Ordinary Hours of Work means the ordinary hours required to be worked by an **Employee** (excluding any periods during which the **Employee** is not required to work such as during breaks and excluding overtime).

Part Time Employee means an **Employee** who has reasonably predictable hours of work and whose **Ordinary Hours of Work** are more than 12 and less than 38 hours per week, averaged over the **Roster Cycle**, as mutually agreed in writing from time to time.

A **Part Time Employee** is entitled to the benefits expressed to apply to **Permanent Employees** in this **EA** provided only that payments in respect of annual leave, public holidays, personal/ carer's leave and compassionate leave, will be on a proportionate basis based on the **Part Time Employee's Ordinary Hours of Work**, including any hours as agreed pursuant to any variation under clause 2.3 or 2.4 of this **EA** from time to time.

Permanent Employee means a **Full Time Employee** and a **Part Time Employee**.

Public Holiday has the meaning prescribed in section 115 of the **Fair Work Act**.

Reasonable Alternative Employment means a **Role** in **Fantastic** or elsewhere in its corporate group that:

- (a) is within the skill and capability of the **Permanent Employee**;
- (b) is based within a reasonable travel time of the **Employee's** home, being no more than an average of an additional 1 hour each way to travel to and from the **Employee's** home and the **Site/s** at which they are employed; and
- (c) offers an equivalent or similar package of wages, benefits (excluding redundancy pay) and rostering requirements.

Redundancy means circumstances in which the employment relationship between an **Employee** and **Fantastic** is terminated at **Fantastic's** initiative because:

- (a) **Fantastic** no longer requires the job done by the **Employee** to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) of the insolvency of **Fantastic**,

and **Redundant** has a corresponding meaning.

Redundant Employee means a **Permanent Employee** whose **Role** is made **Redundant** by **Fantastic** and does not include:

- (a) **Permanent Employees** employed for a specified period of time, for a specified task, or the duration of a specified season;
- (b) **Permanent Employees** whose employment is terminated for performance reasons or for serious misconduct;
- (c) **Permanent Employees** who have resigned; or
- (d) **Permanent 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.

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 **EA**.

Role means one of the job classifications set out in Schedule B.

Roster Cycle means 2 weeks.

Shift means the period of time from when an **Employee** commences work until the **Employee** ceases work at **Fantastic**'s direction (excluding any periods during which the **Employee** is not required to work such as during breaks).

Shift Cover means an arrangement between 2 **Employees** such that 1 **Employee** will cover a **Shift** for the other **Employee** pursuant to clause 6.1.

Shift Swap means an arrangement between 2 **Employees** to swap **Shifts** pursuant to clause 6.2.

Site means a location from which **Fantastic** conducts its business (or any part thereof) and includes, but is not limited to, retail stores and warehouses but excludes **Distribution Centres**. For clarity, a retail store and its associated warehouse (which may not be at the same location) are considered to be the same **Site** for the purposes of this agreement.

Transfer of Business has the meaning prescribed in section 311(1) of the **Fair Work Act**.

Voluntary Emergency Management Activity means an activity in which an **Employee** is engaged dealing with an emergency or natural disaster on a voluntary basis for a recognised emergency management body, where the **Employee** was requested by or on behalf of the body to engage in the activity or where no such request was made, but it would be reasonable to expect that if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

Schedule B – Classification Definitions

Onsite Retail Team Member

An **Employee** performing 1 or more of the following retail or administrative functions at 1 or more of **Fantastic's** retail establishments (including in a warehouse which is in the same building/complex as a **Fantastic** 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;
- the delivery 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, security, lift attending, store cafeterias and food services;
- routine clerical and office functions;
- reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors;
- maintenance of basic records;
- filing, collating, photocopying etc;
- handling or distributing mail including messenger service;
- recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc;
- the operation of keyboard and other office equipment;
- the provision of assistance to less experienced administrative employees in the same classification; and/or
- work which is incidental to or in connection with any of the above.

Onsite Retail Employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning.

Offsite Retail Team Member

An **Employee** performing 1 or more of the following functions at 1 or more of **Fantastic's** warehouses which are not in the same building/complex as a **Fantastic** retail establishment:

- storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
- preparation and receipt of appropriate documentation including liaison with suppliers;
- allocating and retrieving goods from specific warehouse areas;
- basic operation of computer terminal or similar equipment;
- periodic stock-checks;
- responsible for housekeeping in own work environment;
- use of non-licensed material handling equipment;
- the receiving and preparation for sale and/or display of goods;
- 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 dispatch and the dispatch of goods;
- the delivery of goods;
- 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; and/or
- work which is incidental to or in connection with any of the above.

Offsite Retail Employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning.

Onsite Retail Team Member (Forklift Operator)

An **Employee** appointed as an Onsite Retail Team Member (Forklift Operator) will, in addition to the indicative tasks of an Onsite Retail Team Member, operate ride-on materials handling equipment for which a license is required.

Onsite Keyholder Retail Team Member

An **Employee** appointed as an Onsite Keyholder Retail Team Member will, in addition to the indicative tasks of an Onsite Retail Team Member, perform the following indicative tasks:

- supervisory assistance to an assistant manager or retail business leader; and/or
- opening and closing of premises and associated security.

Offsite Keyholder Retail Team Member

An **Employee** appointed as an Offsite Keyholder Retail Team Member will, in addition to the indicative tasks of an Offsite Retail Team Member, perform the following indicative tasks:

- supervisory assistance to an assistant manager or retail business leader; and/or
- opening and closing of premises and associated security.

Senior Team Member

An **Employee** appointed as a Senior Team Member performing work at a higher skill level than Onsite/Offsite Retail Team Members, Onsite/Offsite Retail Team Members (Forklift Operator) or Onsite/Offsite Keyholder Retail Team Members.

Indicative tasks at this level are the following:

- supervisory assistance to an assistant manager or retail business leader (who for the avoidance of doubt are not covered by this **EA**) from time to time including assistance with:
 - managing and maintaining a safe environment with the team; and
 - resolving customer queries and concerns.
- opening and closing of premises and associated security;
- delegation and follow up of tasks;
- setting of daily targets for the team;
- rostering review to meet customer demands on a set day; and/or
- security of cash.

Schedule C – Wage Rates

Part 1 – Permanent Employees - Base Rates of Pay

	Base Rate of Pay (adult) – Monday to Friday
Onsite/Offsite Retail Team Member	\$21.41
Onsite/Offsite Retail Team Member (Forklift Operator)	\$21.92
Onsite/Offsite Keyholder Retail Team Member	\$22.26
Senior Team Member	\$23.05

Part 2 – Casual Employees

	Hourly pay rate (adult) – Monday to Friday (including 25% casual loading)
Onsite/Offsite Retail Team Member	\$26.76
Onsite/Offsite Retail Team Member (Forklift Operator)	\$27.40
Onsite/Offsite Keyholder Retail Team Member	\$27.83
Senior Team Member	\$28.81

Part 3 – Junior Rates

The minimum wage rates to be paid to junior **Employee** is as follows

Age	Percentage of applicable adult rates of pay set out in Part 1 or 2
Under 18 years of age	60%
18 years of age	70%
19 years of age	The adult rates as set out in Part 1 or 2 (as applicable)

Schedule D - Allowances

Allowance	When does it apply?	How much do I get?
Temporary work at a non-contracted Site	Where an Employee is required by Fantastic to move temporarily from 1 Site to another Site for a period of 2 days or more, but not exceeding 3 weeks.	Reimbursement for all additional transport costs reasonably incurred (i.e. in excess of those the Employee would incur as a result of travelling to the Site /s at which they are contracted to work).
Working away from usual place of work	Where an Employee is required by Fantastic to work at a place away from their usual place of employment on any individual day (e.g. offsite training).	<p>At Fantastic's election, either:</p> <ul style="list-style-type: none"> - payment for all additional time reasonably spent in reaching and returning from such place (i.e. in excess of the time normally spent by the Employee in travelling from their home to the Site/s at which they are contracted to work and returning) paid at the Employee's Base Rate of Pay (with a 50% loading for time on a Sunday); or - time off in lieu for all additional time reasonably spent in reaching and returning from such place (i.e. in excess of the time normally spent by the Employee in travelling from their home to the Site/s at which they are contracted to work and returning) – on an hour-for-hour basis <p>AND</p> <p>Reimbursement for all additional transport costs reasonably incurred (i.e. in excess of those the Employee would incur as a result of travelling from their home to Site/s at which they are contracted to work and returning).</p>
Relocation to another Site	An Employee who is required by Fantastic to relocate as a result of their move from their contracted Site to a new Site in a different township.	Reimbursement for moving costs in accordance with Fantastic 's Relocation Policy in place from time to time (provided the Relocation Policy is not incorporated into this EA).

Allowance	When does it apply?	How much do I get?
First aid allowance	An Employee , qualified to St John Ambulance standard or equivalent, who is appointed by Fantastic to act as a first aid attendant.	If an Employee is a Full Time Employee , the Employee will be paid an allowance of \$13.01 per week or such greater amount as specified in the <i>Storage Services and Wholesale Award 2010</i> from time to time. If an Employee is a Part Time Employee or a Casual Employee , they will be paid an allowance for each Ordinary Hour of Work , equal to 1/38th of the allowance payable to a Full Time Employee .
Use of own car- Onsite Retail Employees only	Where an Onsite Retail Employee is required to use their own motor vehicle in the performance of their Role .	Allowance of \$0.78/km or such greater amount as specified in the <i>General Retail Industry Award 2010</i> from time to time, provided the appropriate expense claim form is completed and submitted.
Overtime meal allowance	An Employee required to work more than one hour's overtime after the time the Employee was rostered to finish work, without being given 24 hours' notice, will be paid a meal allowance, unless the Employee could reasonably return home for a meal during the period allowed. If the overtime exceeds four hours, a second meal allowance will be paid.	Allowance of \$18.17 for the first meal, and an allowance of \$17.10 for the second meal, or such greater amount as specified in the <i>General Retail Industry Award 2010</i> from time to time.
Laundry allowance	Payable to an Onsite Retail Employee or an Offsite Retail Employee for each Ordinary Hour of Work .	Allowance of \$0.17 for each Ordinary Hour of Work or, if the special clothing laundry allowance under the <i>General Retail Industry Award 2010</i> is increased during the nominal term of this EA , 1/38th of the allowance payable to a full time employee under the <i>General Retail Industry Award 2010</i> from time to time.

Allowance	When does it apply?	How much do I get?
<p>Replacement or repair of dentures and/or prescription spectacles – Offsite Retail Employees only</p>	<p>Where an Offsite Retail Employee's dentures and/or prescription spectacles are damaged or destroyed in the course of their ordinary duties, other than through their own negligence.</p>	<p>Up to a maximum of \$931.17 for each set of dentures and/or spectacles or such greater amount as specified in the <i>Storage Services and Wholesale Award 2010</i> from time to time, provided that this amount will be reduced by the amount of any compensation paid by an applicable workers' compensation scheme for the replacement or repair of such dentures and/or prescription spectacles or the Employee will repay Fantastic the difference or full amount to Fantastic once they have received the relevant payment under the applicable workers' compensation scheme.</p>

Schedule E – Penalty Rates

Part 1 - Onsite Retail Employees

After 6pm Monday - Friday	Up to 29 February 2020	1 March 2020 to 30 September 2020	1 October 2020 to 28 February 2021	From 1 March 2021
Permanent	125% of Base Rate of Pay			
Casual	135% of Base Rate of Pay (inclusive of the casual loading)	140% of Base Rate of Pay (inclusive of the casual loading)	145% of Base Rate of Pay (inclusive of the casual loading)	150% of Base Rate of Pay (inclusive of the casual loading)

Saturday	Up to 29 February 2020	From 1 March 2020
Permanent	125% of Base Rate of Pay	125% of Base Rate of Pay
Casual	145% of Base Rate of Pay (inclusive of the casual loading)	150% of Base Rate of Pay (inclusive of the casual loading)

Sunday	Up to 30 June 2020	From 1 July 2020
Permanent	165% of Base Rate of Pay	150% of Base Rate of Pay
Casual	175% of Base Rate of Pay (inclusive of the casual loading)	175% of Base Rate of Pay (inclusive of the casual loading)

Public Holiday	Rate
Permanent	225% of Base Rate of Pay
Casual	250% of Base Rate of Pay (inclusive of the casual loading)

Part 2 – Offsite Retail Employee

	Saturday	Sunday	Public Holiday
Permanent	150% of the Base Rate of Pay (for a minimum of 3 hours)	200% of the Base Rate of Pay	250% of the Base Rate of Pay (for a minimum of 4 hours)
Casual	175% of the Base Rate of Pay (inclusive of the casual loading)	225% of Base Rate of Pay (inclusive of the casual loading)	275% of the Base Rate of Pay (inclusive of the casual loading)

This EA is signed:

For and on behalf of
Fantastic Furniture Pty Ltd:

A. Tassone
Signature

SILVANA TASSONE
Name

GM PEOPLE & CULTURE
Authority to sign

62 HUME HIGHWAY,
Address CHULLORA NSW 2190

For and on behalf of
the Employees:

Neil Scott
Signature

NEIL SCOTT
Name

EMPLOYEE BARGAINING REPRESENTATIVE
Authority to sign

750 MAIN NTH RD, GERRYS CROSS, S.A., 5094
Address

IN THE FAIR WORK COMMISSION

Matter No.: AG2019/3437

Re Application by Fantastic Furniture Pty Limited for the
Approval of the *Fantastic Furniture Enterprise Agreement 2019*

UNDERTAKINGS

Fantastic Furniture Pty Limited (**Fantastic**) provides the following Undertakings in relation to its application for the approval of the *Fantastic Furniture Enterprise Agreement 2019* (**Agreement**).

Terms defined in the Agreement have the same meaning in these Undertakings.

1. Clause 5.6(c) of the Agreement will be read as though a reference to a Part Time Employee was a reference to a Part Time Employee or a Casual Employee.
2. Despite clause 5.7 of the Agreement, an Offsite Retail Employee engaged on a casual basis will be entitled to a minimum engagement of four hours each time the casual employee works.
3. Fantastic will not require an employee to take:
 - (a) a meal break within one hour of starting or finishing their shift; or
 - (b) a rest break:
 - (i) in the case of an Onsite Employee, within one hour of their rostered starting or finishing time or combined with a meal break; or
 - (ii) in the case of an Offsite Employee, within one hour of their rostered starting or finishing time or within one hour of their meal break.
4. Despite clause 8.2 of the Agreement, an Offsite Retail Employee entitled to overtime commencing after 12:00 pm on a Saturday in circumstances where the overtime is not worked immediately prior to or at the conclusion of the employee's rostered hours will be entitled to a minimum of four hours' overtime.
5. Despite clause 8.3 of the Agreement, Fantastic and an Employee cannot agree that, instead of being paid overtime rates under clause 8.2, the Employee will be credited with an equivalent number of hours of annual leave.
6. An Offsite Retail Employee recalled to work after leaving work for the day will be paid for a minimum of four hours' work calculated at the appropriate rate on each occasion. The time will be calculated from the time the Employee leaves home until the time they return home.
7. Despite clause 10.6 of the Agreement, Fantastic will not permit an Employee to purchase items of uniform, other than by using the notional uniform allowance referred to in clause 10.1 of the Agreement. Accordingly, upon termination of employment for any reason, an Employee must return all property of Fantastic which is in the Employee's possession as a consequence of their employment, including but not limited to any items of uniform, documents, publications, manuals, tools, equipment, mobile phones, keys and other property.
8. For the purposes of the entitlement to annual leave under National Employment Standards, an Onsite Retail Employee will be considered to be a shiftworker if the Employee is a Permanent Employee and the Employee is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.
9. Despite clause 18.4 of the Agreement, a request by an Employee under 18 years of age to cash out some of their accrued annual leave must be signed by the Employee's parent or guardian.
10. Clause 15.5 of the Agreement will be read as though the reference to 4 weeks' notice were a reference to 8 weeks' notice.
11. If an Employee has accrued more than eight weeks of annual leave, and has had such an accrual of annual leave for more than six months, provided the Employee has genuinely tried to reach agreement

with Fantastic about an agreed time to take a period of annual leave, the Employee may give Fantastic notice requesting a period of annual leave. The notice must be given no less than eight weeks, and no more than 12 months, before the period of leave to be taken and, after taking the period of annual leave, the Employee will retain an accrual of at least six weeks' annual leave after taking the requested period of annual leave. Fantastic must agree to the request unless Fantastic has given the Employee a direction to take a period of annual leave under clause 15.5 of the Agreement before the request is made by the Employee.

12. A Permanent Employee taking a period of annual leave can request to be paid in advance before the commencement of the employee's annual leave. Any such payment will include the applicable annual leave loading payable under clause 15.9 of the Agreement.
13. Despite clause 29.5 of the Agreement, if a Permanent Employee does not give the period of notice required under clause 29.5, Fantastic:
 - (a) will not withhold monies due to a Permanent Employee who is under 18 years of age; and
 - (b) will not withhold more than one week's wages.
14. If a Redundant Employee terminates their employment after being given notice of the termination of their employment due to redundancy, the Redundant Employee will remain entitled to be paid the redundancy pay that would have been payable to a New Employee who remained employed throughout the notice period.
15. An Offsite Retail Employee will be entitled to accident pay as prescribed by the *Storage Services and Wholesale Award 2010* as varied from time to time.
16. Despite Schedule D to the Agreement, if an Employee is required by Fantastic to work at a place away from their usual place of employment on any day, the Employee will receive payment for all additional time reasonably spent in reaching and returning from such place unless the Employee elects, and Fantastic agrees, to the Employee receiving time off in lieu.
17. Despite Schedule D to the Agreement, if an Employee is transferred by Fantastic from one township to another, Fantastic 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. Before incurring any such expenses, the Employee must obtain a minimum of three quotes (unless a lesser number is agreed with Fantastic) and must obtain Fantastic's consent to incur the expenses. This undertaking will not apply if the transfer is at the request of the Employee.
18. Despite Schedule D to the Agreement, an Onsite Retail Employee or an Offsite Retail Employee employed on a part time or casual basis will be entitled to a laundry allowance of \$1.25 per shift rather than an allowance of \$0.17 for each Ordinary Hour of Work.
19. If an Employee commences or ceases work before 7:00 am, or after 10:00 pm, on any day and the Employee's usual means of transport is not available and the Employee is unable to make alternative arrangements, Fantastic will either:
 - (a) provide or arrange proper transport to or from the Employee's usual residence at no cost to the Employee; or
 - (b) reimburse the Employee the cost of a taxi fare to or from the Employee's usual residence.
20. Notwithstanding anything in clauses 2.1, 2.2 and 5.6(c) of the Agreement, Fantastic will not make an offer of employment for a part time Onsite Retail Employee conditional upon that Employee agreeing to a pattern of work under clause 2.1(b) which does not include two consecutive days off each week. However, a part time Onsite Retail Employee may agree to not have two consecutive days off each week if they so choose. A part time Onsite Retail Employee may withdraw their agreement to not have two consecutive days off each week by the provision of four weeks' notice provided that they agree with Fantastic on a variation to the matters prescribed in clause 2.1(b) of the Agreement in accordance with clause 2.3 of the Agreement to accommodate the Onsite Retail Employee having two consecutive days off each week.
21. A full time Onsite Retail Employee who works in a retail store in a particular week which store has employed 15 or more employees in the particular week in question and in each of the previous three weeks, will be paid an allowance of \$20 for the particular week in question (gross). The allowance is

payable pro-rata to part time Onsite Retail Employees (1/38th of the allowance for each hour worked per week).

22. Despite clause 5.1 of the Agreement, an Offsite Retail Employee may be required to work their Ordinary Hours of Work on any day, Monday to Sunday (inclusive), within the following span of hours (provided that nothing in this undertaking prevents overtime from being worked outside these hours):

Monday – Friday	Saturday	Sunday
7:00am – 5:30pm	7:00am – 5:30pm	9:00am – 5:30pm

The spread of hours may be altered by up to one hour at either end of the spread, by agreement between Fantastic and:

- (a) an individual Offsite Retail Employee;
- (b) the majority of Offsite Retail Employees at a particular location or locations; or
- (c) the majority of Offsite Retail Employees to whom the Agreement applies.

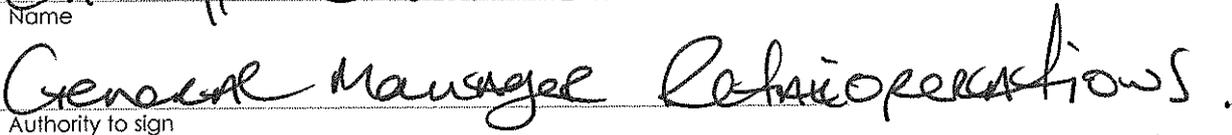
Signed on behalf of **Fantastic Furniture Pty Limited** by:



Signature



Name



Authority to sign



Address

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) 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; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, 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 the employer's 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.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees* means the employees who may be affected by a change referred to in subclause (1).