



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Just Jeans Group Pty Ltd T/A Just Jeans Group Limited
(AG2019/1068)

THE JUST GROUP RETAIL AGREEMENT 2019

Retail industry

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 25 JULY 2019

Application for approval of The Just Group Retail Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Just Group Retail 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 Just Jeans Group Pty Ltd T/A Just Jeans Group Limited. The Agreement is a single enterprise agreement.

[2] 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.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[6] The Agreement was approved on 25 July 2019 and, in accordance with s.54, will operate from 1 August 2019. The nominal expiry date of the Agreement is 3 April 2023.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2019/1068

Applicant: Just Jeans Group Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

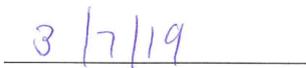
I, Louise Bilston, Group General Manager – People & Culture for Just Group Limited give the following undertaking with respect to *The Just Group Retail Agreement 2019* ("the Agreement"):

1. I have the authority given to me by Just Jeans Group Pty Ltd ("the Company") to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Company undertakes that where the Company transfers an employee from one township to another, the Company 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.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Louise Bilston
Group General Manager – People & Culture
Just Group Limited



Date

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

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PART 1. WHO DOES THE AGREEMENT APPLY TO?

1 WHAT IS THE TITLE OF THE AGREEMENT?

This agreement shall be known as *The Just Group Retail Agreement 2019 (Agreement)*.

2 WHO DOES THIS AGREEMENT APPLY TO?

2.1 This Agreement covers and applies to:

- (a) Just Jeans Group Pty Ltd (**Company**) in respect of team members in paragraph 2.1(b);
- (b) the Company's team members employed as Sales Assistants, Assistant Store Managers and Store Managers in retail shops, whether or not they are members of the Union; and
- (c) subject to section 183 of the Act, the Shop, Distributive and Allied Employees' Association (**SDA**) and the Australian Workers' Union Queensland Branch, in respect of its coverage in North Queensland (**AWU**).

2.2 The Agreement applies in all States and Territories of Australia.

2.3 When does the Agreement start?

This Agreement will come into operation 7 days from the date on which the Fair Work Commission approves it. The Agreement will remain in force for a period of 4 years from date of lodgement with the Fair Work Commission, and will have a nominal expiry date of 3 April 2023.

2.4 Where can a copy of the Agreement be found?

A copy of the Agreement will be found in an accessible place in all stores.

3 DEFINITIONS

3.1 **Act** means the *Fair Work Act 2009* (Cth), as amended or replaced.

3.2 **Assistant Store Manager** duly appointed shall be the second-in-charge in a store.

3.3 **Base hourly rate** means the rates specified in clause 9.1.

3.4 **Continuous service**, except for parental leave in clause 22, in relation to a period of a team member's service with the Company means service with the Company as a team member (other than a casual team member) during the whole of the period, including (as a part of the period) any period of authorised leave in accordance with the Act.

3.5 **GRIA** means the *General Retail Industry Award 2010*.

3.6 **Immediate family** means the team member's spouse, child, parent, grandparent, grandchild or sibling or a child, parent, grandparent, grandchild or sibling of the team member's spouse. Spouse includes a former spouse, a de facto partner or a former de facto partner. A child includes the following, an adopted child, a stepchild, an exnuptial child or an adult child.

3.7 **In writing** shall mean on paper or electronic.

- 3.8 NES** means the National Employment Standards as set out in the Act. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to the team member, the NES provision will apply to the extent of the inconsistency.
- 3.9 Permanent team member** means either full-time or part-time team members.
- 3.10 Sales Assistant** is the base classification for those team members performing sales duties and is aligned with Retail Employee Level 1 classification in the GRIA.
- 3.11 Store Manager** is the person in charge of the store.
- 3.12 Term** means the period commencing on the date the Agreement comes into operation and concluding on the nominal expiry date (inclusive).
- 3.13 Union/s** shall mean the SDA and AWU in respect of its coverage in North Queensland.

PART 2. COMMUNICATION, CONSULTATION, DISPUTE RESOLUTION AND FLEXIBILITY

4 INTRODUCTION OF CHANGE

4.1 Consultation about major workplace change

- (a) If the Company makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on team members, the Company must:
- (i) give notice of the changes to all team members who may be affected by them and their representatives (if any); and
 - (ii) discuss with affected team members and their representatives (if any):
 - (A) the introduction of the changes; and
 - (B) their likely effect on team members; and
 - (C) measures to avoid or reduce the adverse effects of the changes on team members; and
 - (iii) commence discussions as soon as practicable after a definite decision has been made.
- (b) For the purposes of the discussion under clause 4.1(a)(ii), the Company must give in writing to the affected team members and their representatives (if any) all relevant information about the changes including:
- (i) their nature; and
 - (ii) their expected effect on team members; and
 - (iii) any other matters likely to affect team members.
- (c) Clause 4.1(b) does not require the Company to disclose any confidential information if its disclosure would be contrary to the Company's interests.
- (d) The Company must promptly consider any matters raised by team members or their representatives about the changes in the course of the discussion under clause 4.1(a)(ii).

- (e) For the purposes of clause 4, "significant effects" on team members includes any of the following:
 - (i) termination of employment; or
 - (ii) major changes in the composition, operation or size of the Company's workforce or in the skills required; or
 - (iii) loss of, or reduction in, job or promotion opportunities; or
 - (iv) loss of, or reduction in, job tenure; or
 - (v) alteration of hours of work; or
 - (vi) the need for team members to be retrained or transferred to other work or locations; or
 - (vii) job restructuring.
- (f) Where this Agreement makes provision for alteration of any of the matters defined at clause 4.1(e), such alteration is taken not to have significant effect.

4.2 Consultation about changes to rosters or hours of work

- (a) Clause 4.2 applies if the Company proposes to change the regular roster or ordinary hours of work of a team member, other than a team member whose working hours are irregular, sporadic or unpredictable.
- (b) The Company must consult with any team members affected by the proposed change and their representatives (if any).
- (c) For the purposes of the consultation, the Company must:
 - (i) provide to the team members and representatives mentioned in clause 4.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (ii) invite the team members to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- (d) The Company must consider any views given under clause 4.2(c)(ii).
- (e) Clause 4.2 is to be read in conjunction with any other provisions of the GRIA concerning the scheduling of work or the giving of notice.

5 DISPUTE SETTLING PROCEDURE

- 5.1** A dispute settling procedure shall apply to the Company and team members covered by this Agreement.
- 5.2** This clause sets out the procedure to settle a dispute if a dispute arises that relates to a matter arising under this Agreement or the NES.
- 5.3** The aim of the procedure is to promote resolution of such matters by measures based on consultation, co-operation and discussion.
- 5.4** The dispute settling procedure shall have the following stages:

- (a) In the first instance, the matter shall be discussed between the team member or team members and the relevant supervisor.
 - (b) If the matter is not then resolved, it shall be discussed between the team member or team members and the relevant manager.
 - (c) If the matter is still not resolved, it shall be discussed between the team member or team members and the state human resources manager of the Company.
 - (d) Reasonable time limits shall be allowed for the completion of the various stages of the dispute settling procedure. Earlier stages of the discussion process may require less time to be finalised than later stages.
- 5.5** The nature of the matter involved, considerations of urgency or the number of team members concerned may make it appropriate for earlier stages of the dispute settling procedure to be passed.
- 5.6** Whilst the stages in the dispute settling procedure are being followed, other than in relation to a dismissal, the status quo pertaining prior to the matter being dealt with under the dispute settling procedure shall prevail.
- 5.7** Nothing in the dispute settling procedure shall operate to the prejudice of a team member's health and safety.
- 5.8** A team member is entitled to have attend or be represented by a person of the team member's choice, including a team member or delegate of the Union at any and every stage in this procedure.
- 5.9** If the matter is not resolved under clause 5.4, the Fair Work Commission may deal with the dispute in two stages:
- (a) Stage One: 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.
 - (b) Stage Two: If the Fair Work Commission is unable to resolve the dispute at Stage One, it may:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- 5.10** If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

6 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 6.1** Despite anything else in this Agreement, the Company and an individual team member may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the team member and the Company:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or

- (e) annual leave loading.
- 6.2** An agreement must be one that is genuinely made by the Company and the individual team member without coercion or duress.
- 6.3** An agreement may only be made after the individual team member has commenced employment with the Company.
- 6.4** To initiate the making of an agreement the Company must:
- (a) give the team member a written proposal; and
 - (b) if the Company is aware that the team member has, or reasonably should be aware that the team member may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the team member understands the proposal.
- 6.5** An agreement must result in the team member being better off overall at the time the agreement is made than if the agreement had not been made.
- 6.6** An agreement must do all of the following:
- (a) state the name of the team member; and
 - (b) identify the Agreement term, or Agreement terms, the application of which is to be varied; and
 - (c) set out how the application of the Agreement term, or each Agreement term, is varied; and
 - (d) set out how the agreement results in the team member being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 6.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the Company and the team member and, if the team member is under 18 years of age, by the team member's parent or guardian.
- 6.8** Except as provided in clause 6.7(b), an agreement must not require the approval or consent of a person other than the Company and the team member.
- 6.9** The Company must keep the agreement as a time and wages record and give a copy to the team member.
- 6.10** The Company and the team member must genuinely agree, without duress or coercion to any variation of the Agreement provided for by an agreement.
- 6.11** An agreement may be terminated:
- (a) at any time, by written agreement between the Company and the team member; or
 - (b) by the Company or the team member giving 28 days' written notice to the other party.

7 Requests for flexible working arrangements under section 65 of the Act

7.1 Team member may request change in working arrangements

This clause 7 applies where a team member has made a request for a change in working arrangements under section 65 of the Act.

7.2 Responding to the request

Before responding to a request made under section 65 of the Act, the Company will discuss the request with the team member and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the team member's circumstances having regard to:

- (a) the needs of the team member arising from their circumstances;
- (b) the consequences for the team member if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

7.3 What must the written response include if the Company refuses the request?

This clause 7.3 applies if the Company refuses the request and has not reached an agreement with the team member under clause 7.2.

- (a) The written response 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.
- (b) If the Company and team member could not agree on a change in working arrangements under clause 7.2, the written response must:
 - (i) state whether or not there are any changes in working arrangements that the Company can offer the team member so as to better accommodate the team member's circumstances; and
 - (ii) if the Company can offer the team member such changes in working arrangements, set out those changes in working arrangements.

7.4 What must the written response include if a different change in working arrangements is agreed?

If the Company and the team member reached an agreement under clause 7.2 on a change in working arrangements that differs from that initially requested by the team member, the Company must provide the team member with a written response to their request setting out the agreed change(s) in working arrangements.

7.5 Dispute resolution

Disputes about whether the Company has discussed the request with the team member and responded to the request in the way required by clause 7, can be dealt with under clause 5.

PART 3. EMPLOYMENT RELATIONSHIP

8 TYPES OF EMPLOYMENT

8.1 Full-time team member means a team member engaged on weekly hire to work 38 ordinary hours a week averaged over a four week cycle.

8.2 Part-time team member

- (a) A part-time team member is engaged on weekly hire to work an agreed number of ordinary hours, with a minimum of 6 hours per week and a maximum of less than 38 hours per week.
- (b) At the time of first being employed the parties will agree in writing on a regular pattern of work specifying at least:
 - (i) the hours worked each day;
 - (ii) which days of the week the team member will work;
 - (iii) the actual starting and finishing times of each day;
 - (iv) that any variation will be in writing;
 - (v) that the minimum daily engagement is three hours; and
 - (vi) the times of taking and the duration of meal breaks.
- (c) Subject to clause 14.5, any agreement between the Company and the team member to vary the regular pattern of work will be made in writing in advance, and then recorded on the roster either prior to the shift in which the variation occurs (where reasonably practicable) or the conclusion of the shift in which the variation occurs.

8.3 Casual team members

- (a) A casual team member shall be employed by the hour to work when available and required by the Company and can work up to 38 ordinary hours in a week.
- (b) A casual team member shall be paid the base hourly rate plus a 25% casual loading for all hours of work. This loading is in lieu of entitlements to redundancy (clause 35); termination of employment (clause 36); paid personal leave (clause 19); annual leave (clause 18); public holidays (clause 29); compassionate leave (clause 20); blood donor leave (clause 30) or other forms of paid leave (excluding long service leave and paid family and domestic violence leave in accordance with clause 34).

8.4 Right to request casual conversion

- (a) A regular casual team member may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual team member** is a casual team member who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the team member could continue to perform as a full-time team member or part-time team member under the provisions of this Agreement.

- (c) A regular casual team member 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.
- (d) A regular casual team member 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.
- (e) Any request under this subclause must be provided to the Company in writing.
- (f) Where a regular casual team member seeks to convert to full-time or part-time employment, the Company 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 team member.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual team member's hours of work in order for the team member to be engaged as a full-time or part-time team member in accordance with the provisions of this Agreement – that is, the casual team member is not truly a regular casual team member as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual team member's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual team member is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the team member'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 team member is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the Company refuses a regular casual team member's request to convert, it must provide the casual team member with the reasons for refusal in writing within 21 days of the request being made. If the team member does not accept the Company's refusal, this will constitute a dispute that will be dealt with under the dispute settling procedure in clause 5. Under that procedure, the team member or the Company may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual team member will have their employment converted to full-time or part-time employment as provided for in this clause, the Company and the team member must discuss and record in writing:
 - (i) the form of employment to which the team member will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the team member will become a part-time team member, the matters referred to in clause 8.2(b).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

- (l) Once a casual team member has converted to full-time or part-time employment, the team member may only revert to casual employment with the written agreement of the Company.
- (m) A casual team member 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.
- (n) Nothing in this clause obliges a regular casual team member to convert to full-time or part-time employment, nor permits the Company to require a regular casual team member to so convert.
- (o) Nothing in this clause requires the Company to increase the hours of a regular casual team member seeking conversion to full-time or part-time employment.
- (p) The Company must provide a casual team member, whether a regular casual team member or not, with a copy of the provisions of this subclause within the first 12 months of the team member's first engagement to perform work. The Company will provide casual team members already employed at the commencement of this Agreement with a copy of the provisions of this subclause within 3 months of approval of this Agreement.
- (q) A casual team member's right to request to convert is not affected if the Company fails to comply with the notice requirements in clause 8.4(p).

8.5 Limited tenure team members

- (a) The Company will have the right to engage team members on a limited tenure basis as either full-time or part-time team members provided that such periods of limited tenure shall:
 - (i) not be less than 1 week; and
 - (ii) not be more than 12 months' duration, unless the intention of the limited tenure is to replace a team member on parental leave.
- (b) Annual leave and personal leave will be on a weekly pro rata basis.
- (c) Prior to commencement of a period of limited tenure, the team member shall be advised in writing of the nature of the work, the hours to be worked, the weekly earnings and the commencing and ceasing dates of their limited tenure employment.
- (d) Limited tenure employment may be terminated by either party in accordance with the provisions of clause 36 (Termination of Employment), clause 4 (Introduction of Change) and clause 35 (Redundancy).
- (e) Limited tenure shall be voluntary and in the case of team members that were employed prior to 1 August 1997, the provisions of the Savings Provisions at Appendix A shall continue to apply.
- (f) A team member who accepts change to limited tenure shall not be disadvantaged in respect to their terms and conditions of employment.
- (g) Where a team member varies their employment contract to a limited tenure contract, such a team member shall, at the conclusion of the limited tenure period, revert to a position of employment which is no less advantageous to the team member than that which existed immediately prior to the limited tenure.

- (h) Consecutive limited tenure contracts are expressly prohibited, unless the purpose of the limited tenure is to replace a team member on parental leave.
- (i) A team member on limited tenure shall not be subject to the Probationary Period of subclause 8.6.
- (j) A limited tenure contract may be extended in the following circumstances:
 - (i) The Company will give as much notice as is practicable to the team member that the Company is offering an extension to the limited tenure contract.
 - (ii) The notice must include:
 - (A) the reason for the proposed extension; and
 - (B) the proposed date of termination of the amended limited tenure contract.
 - (iii) The proposed extension must be agreed in writing by the team member. The maximum period of operation of a limited tenure contract, including any extension is 12 months. This maximum period does not apply if the purpose of the limited tenure is to replace a team member on parental leave.

8.6 Probationary Period

The Company may engage full-time and part-time team members on a probationary basis for a period not exceeding three months.

PART 4. WAGES ALLOWANCES AND SUPERANNUATION

9 CLASSIFICATION, WAGES AND PENALTY RATES

9.1 What are the base hourly rates of pay?

The base hourly rates of pay on commencement of the Agreement will be as follows:

Classification	
Sales Assistant	\$20.81
Assistant Store Manager	\$22.06
Store Manager	\$23.30

9.2 When will the rates of pay increase?

The base hourly rate for each classification will be adjusted in accordance with the decisions of the Fair Work Commission in its annual wage review on 1 July each year of the Term, commencing on the start of the first full pay period that starts on or after 1 July 2019. The increase to the base hourly rate will be based on the percentage increases in wage rates determined by the Fair Work Commission and will be applied to all classifications in this clause.

9.3 When are penalty rates payable?

All team members who work ordinary hours during the times below will be paid the base hourly rate and the penalty rates set out in Appendix B.

Monday to Friday – All ordinary hours worked after 6pm
Saturday – All ordinary hours worked
Sunday – All ordinary hours worked
Public Holidays – All ordinary hours worked

9.4 When are higher duties payable?

- (a) Team members engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification (as set out below) are to be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, the team member is to be paid the higher rate for the time worked only.

Higher duties	Allowance
Sales Assistant who is directed by the Company to be in charge of the store or responsible for closing the store	\$0.81 per hour
Sales Assistant who is directed by the Company to be engaged to perform the duties of an Assistant Store Manager	\$1.23 per hour
Sales Assistant who is directed by the Company to be engaged to perform the duties of a Store Manager	\$2.47 per hour
Assistant Store Manager who is directed by the Company to be engaged to perform the duties of a Store Manager	\$1.24 per hour

- (b) The allowances set out above will be paid for the duration of the higher duties, or, if this extends for more than 2 hours, for the shift.

9.5 What are the junior percentages that apply?

- (a) The wage rates for a junior team member shall be determined on the basis of the following age related percentages:

Age	Percentage
Under 16 years of age	45%
16 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age, employed for 6 months or less	90%
20 years of age, employed more than 6 months	100%

- (b) Store Managers under 20 years of age will be paid adult rates of pay.

10 ANNUALISED SALARIES FOR STORE MANAGERS

- 10.1** The Company may pay a Store Manager an annualised salary in satisfaction of any or all of the following provisions:
- (i) clause 9— classification, wages and penalty rates;
 - (ii) clause 12—allowances;
 - (iii) clause 17—overtime; and
 - (iv) clause 18.4(a) - annual leave loading.
- 10.2** For each relevant roster cycle, the annual salary paid pursuant to clause 10.1 must be no less than the amount the Store Manager would have received under this Agreement.
- 10.3** This Agreement does not displace any existing contractual agreements between a Store Manager and the Company.

11 HOW ARE WAGES PAID?

- 11.1** The Company shall pay wages weekly or fortnightly in arrears. In the case of fortnightly pay, such payment shall be made not later than Wednesday of the following pay cycle and not later than 3 days after the end of the pay cycle; provided that where a public holiday falls on a Monday or a Tuesday prior to pay day, wages shall be paid no later than Thursday in that week. In the case of weekly pay, such payment shall be made not later than Thursday, provided that existing practices at the time of commencement of the Agreement shall continue.
- 11.2** In the case of permanent team members the wage paid will be calculated as an average of the wage for the 4 week roster cycle.
- 11.3** Subject to the Act, a team member shall be supplied with a pay slip which shall include information such as rate of pay, penalty rates, hours worked and deductions.
- 11.4** Where the pay cycle or the pay day is changed so that team members receive a smaller pay or a later pay at the point of change than they have been accustomed to receive, the Company shall pay the relevant number of days' pay in advance. The advance payment shall be phased out at a rate which the individual team member elects over a maximum period of five months. Provided that a team member may elect to change to the new pay system immediately without an advance payment by the Company. Subject to the Act, a team member shall be supplied with a statement which shall include information such as rate of pay, penalty rates, hours worked and deductions.
- 11.5** Team members will be paid for all time between the commencement and cessation of work (exclusive of meal breaks).

12 ALLOWANCES

12.1 When is the meal allowance paid?

- (a) A team member who works overtime for one hour or more, after the conclusion of normal hours on any one day, without having been provided with 24 hours' notice of such overtime shall be paid a meal allowance. Where such overtime work exceeds four hours a further meal allowance will be paid.
- (b) The meal allowance on commencement of the Agreement shall be \$18.29 for the first meal and \$16.57 for the second meal.

12.2 When is the travel allowance paid?

Where the Company requests a team member to use their own motor vehicle in the performance of their duties the team member will be paid an allowance of \$0.78 per kilometre.

12.3 When is a team member reimbursed for travelling time?

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

12.4 When is a team member paid for excess travelling costs?

- (a) Subject to clause 12.4(b) where a team member is required by the Company to move temporarily from one branch or shop to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the Company.
- (b) Where a team member elects or requests to move or work from a branch or shop other than their primary place of employment, additional fare costs, travelling time and the travelling allowance outlined in clauses 12.2, 12.3 and 12.4(a) will not be payable.

12.5 Who is entitled to the first aid allowance?

Where the Company appoints a qualified team member to perform first aid duties, such team member shall be paid an additional allowance of \$10.89 per week.

12.6 Broken Hill allowance

A team member in the County of Yancowinna in New South Wales (Broken Hill) will be paid an hourly allowance of 94 cents per hour for the exigencies of working in Broken Hill, in addition to all other payments.

12.7 Who is entitled to a laundry allowance?

At the time of filing the Agreement with the Fair Work Commission for approval, the Company does not require a team member to wear any uniform, dress or other special clothing. If during the Term of this Agreement the Company introduces a mandatory uniform, dress or other special clothing then clause 20.2 – special clothing in the GRIA will apply.

12.8 Who is entitled to a recall allowance?

- (a) Unless otherwise agreed a team member 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 three hours on each occasion.

- (b) The time worked will be calculated from the time the team member leaves home until the time they return home.

12.9 When will the allowances in this Agreement increase?

Commencing on the start of the first full pay period that starts on or after 1 July 2019, the rates in this clause 12 will be adjusted each year of the Term in accordance with the wage rates under the Agreement.

13 SUPERANNUATION

- 13.1** The Company shall become and remain a participating employer of the Retail Employees Superannuation Trust (REST) and shall participate in accordance with the Fund Trust Deed.
- 13.2** The Company shall contribute monthly to REST on behalf of each eligible team member in line with legislative requirements. An eligible team member is one who:
 - (a) earns \$450 (before tax) or more in ordinary time earnings in any month; and
 - (b) in the case of a team member aged below 18 years, works at least 30 hours per week.
- 13.3** For the purpose of calculating "ordinary time earnings", in this clause, the term "ordinary time earnings" shall include the classification rates, over Agreement payments, casual loadings and penalty rates (excluding overtime) payments to weekly team members.
- 13.4** The Company shall provide each team member upon commencement of employment with the appropriate membership application form(s) of REST and shall forward the completed membership form(s) to REST within 14 days.
- 13.5** A team member may make personal contributions to REST in addition to those made by the Company. A team member who wishes to make such additional contributions must authorise the Company in writing to pay into the Fund, from the team member's wages, a specified amount in accordance with the REST Trust Deed and Rules. Upon receipt of written authorisation from the team member, the Company shall commence making monthly payments into the Fund on behalf of the team member.
- 13.6** A team member may vary his or her additional contributions once each year by a written authorisation and the Company shall alter the additional contributions within 14 days of receipt of the authorisation.
- 13.7** Additional team member contributions to REST requested under this sub-clause shall be expressed in whole dollars.
- 13.8** Subject to the governing rules of REST, the Company must also make the superannuation contributions provided for in clause 13.2:
 - (a) whilst the team member is on any paid leave;
 - (b) for the period of absence from work (subject to a maximum of 52 weeks) of the team member due to work-related injury or work-related illness, provided that the team member is receiving workers' compensation payments or is receiving regular payments directly from the Company in accordance with the statutory requirements and the team member remains employed by the Company.

PART 5. HOURS OF WORK, ROSTERS, BREAKS & OVERTIME

14 HOURS OF WORK

14.1 What is the spread that ordinary hours can be worked?

The ordinary hours of work shall be rostered between the following times:

	Time of Beginning	Time of Ending
Monday to Friday	7am	9pm
Saturday	7am	6pm
Sunday	9am	6pm

14.2 What if trading hours are extended beyond the spread of ordinary hours?

In the case where the time of ending is extended beyond the hours specified in clause 14.1, the finishing time for ordinary hours on all days of the week will be 11pm.

14.3 What are the ordinary hours of work for a full-time team member?

- (a) A full-time team member will be rostered to work:
- (i) 152 ordinary hours over a 4 week cycle, with an average of 38 ordinary hours per week.
 - (ii) No more than 46 ordinary hours in any week.
 - (iii) A maximum of 20 days in any 4 week cycle.
 - (iv) On no more than 10 days per fortnight.
 - (v) A minimum of 4 hours per day.
 - (vi) To include 2 consecutive days off per week or 3 consecutive days off per fortnight, unless there is a mutual written agreement otherwise.
- (b) Any request by a team member to enter into an arrangement under clause 14.3(a)(vi) will be considered having regard to the needs of the team member and the Company. An agreement under clause 14.3(a)(vi) must not be a condition of employment, and may be terminated by either party giving the other party four weeks' written notice, or a shorter period of notice by agreement.

14.4 What are the ordinary hours of work for a part-time team member?

A part-time team member will be rostered to work:

- (a) Up to 152 ordinary hours over a 4 week cycle, with an average of less than 38 hours per week.
- (b) No more than 38 ordinary hours in any week.
- (c) A minimum of 6 hours per week and 24 hours over a 4 week cycle.
- (d) A maximum of 20 days in any 4 week cycle.
- (e) A minimum of 3 consecutive hours per shift.

14.5 Can a part-time team member agree to work above the rostered hours?

A part-time team member's regular rostered hours may be increased within the span of ordinary hours on a temporary basis during any 4 week cycle, provided that:

- (a) The total hours do not exceed 152 hours in a 4 week cycle.
- (b) A part-time team member must agree to work these additional hours before they are worked, otherwise overtime rates apply.
- (c) The agreed variation will be made in writing in advance of the change, and then recorded on the roster either prior to the shift in which the variation occurs (where reasonably practicable) or the conclusion of the shift in which the variation occurs.
- (d) The agreement to work additional hours may be withdrawn by the part-time team member with 7 days' notice.
- (e) Where there is a requirement to work overtime in accordance with clause 17 overtime rates will apply.

14.6 What are the ordinary hours of work for a casual team member?

A casual team member will be rostered to work by the hour when available and required by the Company:

- (a) Up to 38 ordinary hours per week.
- (b) A minimum of 3 consecutive hours per shift.
- (c) Hours can be worked on up to 5 days per week or if the team member voluntarily agrees in writing (or electronically) on up to 6 days in a week without the payment of overtime.

14.7 What are the minimum shift requirements for product nights, meetings, training and Stocktake shifts?

A permanent and casual team member can be rostered for a minimum two hour shift for the purpose of product nights, meetings, training and Stocktake on no more than 4 occasions per year. At least two weeks' notice will be provided to team members in relation to such shifts or shorter notice by mutual consent. These meetings are voluntary and where possible the meetings will be scheduled immediately before, during or after a team member's shift.

15 ROSTERS**15.1 What needs to be considered before establishing or varying a roster?**

- (a) When rosters are being established or varied, the Company will have regard to a team member's family responsibilities, study commitments and whether or not the team member can reasonably obtain safe transport home. As far as practicable, rosters will be established and varied by mutual agreement between the Company and the individual team member, within the parameters established in this Agreement, and shall not be subject to frequent variation from cycle to cycle.
- (b) A team member's roster may not be varied temporarily with the intent of avoiding payment of penalties, loadings or other benefits applicable under this Agreement.
- (c) Work on New Year's Eve after 6pm shall be voluntary for all team members.

15.2 When can a roster be changed?

- (a) A full-time and part-time team member's roster shall be set either on a 2 weekly or 4 weekly cycle, but the roster period will not exceed 4 weeks, and can be changed:
 - (i) by 7 days' written notice; or
 - (ii) in the case of an emergency, by 48 hours' notice; or
 - (iii) at shorter notice by mutual consent.
- (b) Should a team member disagree with any roster change they shall be provided with a minimum of 14 days' written notice in lieu of the 7 days.

15.3 What rostering arrangements apply?

- (a) Full-time and part-time team members will be rostered:
 - (i) In accordance with the hours of work provisions in clause 14 of this Agreement.
 - (ii) For 5 days per week or 6 days in one week if in the week prior to or following rostered hours are worked on not more than 4 days (e.g. 4/6 or 6/4).
 - (iii) On no more than 6 consecutive days.
 - (iv) To receive 2 consecutive days off per week or 3 consecutive days off per fortnight, unless there is a mutual agreement otherwise.
 - (v) A maximum of 9 ordinary hours exclusive of meal breaks on any day, provided that for 1 day per week a team member can be rostered to work a maximum of 11 ordinary hours exclusive of meal break/s.
 - (vi) To receive 1 long weekend off (i.e. 3 consecutive days off which shall include a Saturday and Sunday), if a team member works 3 Sundays in a 4 week cycle, unless the team member requests in writing and the Company agrees to other arrangements. It cannot be made a condition of employment that a team member make such a request. This request and agreement must be in writing (or electronic) and the team member can terminate this agreement by providing four weeks' notice in writing.
- (b) Any request by a team member to enter into an arrangement under clause 15.3(a)(iv) will be considered having regard to the needs of the team member and the Company. An agreement under clause 15.3(a)(iv) must not be a condition of employment, and may be terminated by either party giving the other party four weeks' written notice, or a shorter period of notice by agreement.
- (c) A 12 hour break will be observed by all team members between the completion of work on one day and the commencement of work on the next day or 10 hours by mutual agreement.
- (d) Hours of work for all team members on any day will be continuous, except for rest breaks and meal breaks.

15.4 What does working across brands mean?

A team member may work a continuous shift across more than one Just Group brand in the same shopping centre or strip store. Travel time between stores is counted as time worked.

16 BREAKS**16.1 What are the break entitlements?**

All team members are entitled to the following breaks:

Hours worked	Paid rest break	Unpaid meal break
Less than 4 hours	No rest break	No meal break
4 hours and up to 5 hours	1 x 10 minutes	No meal break
More than 5 hours but less than 7 hours	1 x 10 minutes	1 x 30 to 60 minutes
Between 7 and 10 hours	2 x 10 minutes	1 x 30 to 60 minutes
More than 10 hours	2 x 10 minutes	2 x 30 to 60 minutes

16.2 How can these breaks be taken?

- (a) Breaks may be staggered so as to provide maximum coverage by team members of their store during the taking of such breaks. Unpaid meal breaks are a minimum of 30 minutes to a maximum of 60 minutes. The Company will roster breaks in accordance with operational requirements.
- (b) Breaks will not be taken within 1 hour after starting work or 1 hour before finishing work.
- (c) The scheduling of meal breaks will have regard to the Company's operational requirements, subject to team members being entitled to take a meal break within five hours of commencing work.
- (d) A paid rest break is counted as time worked and an unpaid meal break is not counted as time worked.

17 OVERTIME**17.1 What is considered reasonable overtime?**

- (a) The Company may require a team member to work reasonable overtime at appropriate overtime rates other than on a public holiday, as defined in the public holiday clause of this Agreement, including substituted days.
- (b) A team member may refuse to work overtime in circumstances where the working of such overtime would result in the team member working hours which are unreasonable having regard to:
 - (i) any risk to team member health and safety;
 - (ii) the team member's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;

- (iv) the notice (if any) given by the Company of the overtime and by the team member of his or her intention to refuse it; and
- (v) any other relevant matter.

17.2 When is overtime paid?

- (a) A team member shall be entitled to overtime payment for working authorised overtime when:
 - (i) a team member is required to work before or after their rostered hours;
 - (ii) a full-time team member works in excess of 46 hours in any week or 152 hours in any four week cycle;
 - (iii) a part-time team member works in excess of 38 hours in any week, or 144 hours in any four week cycle;
 - (iv) a team member works in excess of 5 days in any week, or six days in accordance with clauses 14.6 and 15.3;
 - (v) a team member is required to work non-rostered hours;
 - (vi) a permanent team member works in excess of 20 days in a four week cycle;
 - (vii) a team member is required to work outside the spread of hours;
 - (viii) a team member has already worked in excess of 11 hours on 1 day of the week and they work another shift in excess of 9 hours (excluding meal breaks) on any other day of the week;
 - (ix) a casual team member works in excess of 38 hours in any week;
 - (x) a team member is rostered outside the rostering provisions in clause 15.3 and the ordinary hours of work provisions in clause 14.
- (b) Overtime must be authorised by the Company prior to it being worked.

17.3 How is overtime paid?

- (a) Overtime shall be paid at time and one half for the first three hours and double time thereafter. Overtime worked on Sunday shall be paid at double time for all time worked, and on a public holiday shall be paid at double time and one half for all time worked.
- (b) In calculating overtime each day shall stand alone, that is overtime shall be treated on a daily basis and shall be non-cumulative.
- (c) The casual loading is paid in addition to the overtime rate and is not cumulative.

17.4 Can time off be taken in lieu of overtime payments?

- (a) By agreement with the Company, a team member may take time off in lieu of payment of overtime provided:
 - (i) any such agreement is in writing;
 - (ii) the time off shall be calculated at the overtime equivalent;

- (iii) the team member shall be entitled to the choice of payment or time off on each occasion overtime is worked; and
 - (iv) time off must be taken on a mutually agreed date within one calendar month of the working of overtime, or shall be paid.
- (b) If on the instruction of the Company a team member recommences duties after the completion of overtime without 10 consecutive hours off duty then all hours worked until such time as a 10 hour break is taken shall be paid for at overtime rates.

PART 6. LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

18 ANNUAL LEAVE

18.1 What is annual leave?

Annual leave is accrued paid leave a permanent team member can access for any purpose.

18.2 How does the leave accrue?

- (a) Full-time and part-time team members accrue 4 weeks of leave for each year of continuous service (pro rata for a part-time team member). The entitlement accrues progressively throughout the year based on the ordinary hours of work and in accordance with the NES.
- (b) If the leave is unused in the year of service it is accrued, the balance will carry over from year to year.

18.3 How is annual leave taken?

- (a) Annual leave can be taken at a time that is mutually agreed between the team member and the Company, subject to the Company's operational requirements. Generally annual leave will not be granted in the two weeks prior to and the one week after Christmas, and the week prior to and after Easter, unless there are exceptional circumstances. The Company will not unreasonably refuse to agree to a request for annual leave.
- (b) To apply for annual leave 6 weeks' notice of the request for leave should be provided in line with the current Company processes (as changed from time to time). A shorter period of notice may be considered under exceptional circumstances.
- (c) Payment will not be made in lieu of taking annual leave.
- (d) If mutually agreed by the Company and the team member, annual leave may be taken wholly or partly in advance before the entitlement has accrued. If the team member has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with this clause at the time the employment ends, the Company may deduct from any money due to the team member on termination an amount equal to the amount of annual leave that was paid to the team member which has not been accrued.
- (e) If a team member is undertaking external tertiary studies, where possible alternative business arrangements will be made to provide annual leave to enable the team member to prepare for and to attend examinations.

- (f) If a team member has an excessive leave balance of more than 8 weeks (part-time; this is based on an average of ordinary hours worked in the previous 12 months), the Company will seek to confer with the team member and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual. If agreement is not reached the Company may reasonably direct a team member to take annual leave by giving at least 8 weeks' notice. Any direction to take annual leave must result in the team member retaining a leave balance of at least 6 weeks, or less by mutual agreement.

18.4 How is annual leave paid?

- (a) Annual leave is paid at the base hourly rate of pay plus a loading of 17.5% or the relevant weekend penalty rates, whichever is the greater but not both.
- (b) Annual leave can be paid as part of the normal weekly pay cycle or a team member can request to be paid for the entire period as a lump sum payment in the first pay of their leave period. To request the lump sum payment the team member must complete the relevant leave form in line with Company processes (as changed from time to time).
- (c) Any accrued or pro rata annual leave will be paid upon termination of employment. The 17.5% loading referred to in clause 18.4(a) will apply to accrued leave on termination.

18.5 Can annual leave be re-credited if I am entitled to access another form of leave during my annual leave?

- (a) A team member who would otherwise be eligible for personal leave or compassionate leave during a period of annual leave will have their annual leave re-credited for that period of personal or compassionate leave. The annual leave will be re-credited subject to the team member satisfying the evidentiary requirements specified in clauses 19.4 or 20.1(c).
- (b) If a period of annual leave is re-credited in accordance with clause 18.5, the team member authorises the Company pursuant to section 324(1)(b) of the Act to deduct the value of annual leave loading in respect of the re-credited period of annual leave from the team member's weekly earnings in the next pay cycle.

19 PERSONAL LEAVE

19.1 What is personal leave?

Personal leave includes:

- (a) **Sick leave:** Personal illness or injury affecting the team member; and
- (b) **Carer's leave:** Providing care or support to a member of the team member's immediate family or household who is affected by illness, injury or an unexpected emergency.

19.2 How does the leave accrue?

- (a) Full-time and part-time team members are entitled to accrue 10 days of personal leave for each year of continuous service (pro rata for part-time). The entitlement accrues progressively throughout the year according to the ordinary hours of work and in accordance with the NES.
- (b) A team member (including a casual team member) is entitled to up to 2 days' unpaid carer's leave for each permissible occasion. A permanent team member

is only entitled to access unpaid carer's leave under this clause if they have exhausted their entitlement to paid personal leave.

- (c) If a full-time or part-time team member has exhausted their entitlement to paid personal leave and then needs to take carer's leave, they will be entitled to an additional 7.6 hours of paid leave each calendar year. This additional 7.6 hours is non-cumulative.
- (d) On return from parental leave, five additional personal leave days will be credited to team members returning to full-time positions and 3 days to team members returning to part-time positions, as a one off allocation, to support an expected increase in personal obligations.
- (e) A team member's unused paid personal leave entitlement from any year (other than the leave set out in clause 19.2(c)) shall accrue to the following year, although unused personal leave is not paid out on termination.

19.3 How is personal leave taken?

A team member must verbally notify their manager prior to the start of their shift that they will not be attending work and the period of leave that they are expected to take. If it is not reasonably practicable to notify the manager prior to the start of the shift, the team member must notify their manager as soon as practicable after the start of the shift.

19.4 What evidence is required in order to take personal leave?

A team member may be required to provide appropriate documentary evidence (such as a medical certificate from a registered medical practitioner or a statutory declaration) on each occasion.

19.5 How is personal leave paid?

- (a) If the permanent team member complies with the requirements of this clause personal leave will be paid at the base hourly rate of pay.
- (b) Except as permitted by law, a team member shall not be entitled to paid personal leave for any period in respect of which they are entitled to workers' compensation or parental leave.

20 COMPASSIONATE LEAVE

20.1 What is compassionate leave and how is it paid?

- (a) A permanent team member shall be entitled to a period of up to 2 days or shifts of paid compassionate leave on each occasion when a member of the team member's immediate family or household contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life.
- (b) A permanent team member shall be entitled to paid compassionate leave of up to 4 days or shifts upon the death of a member of the team member's immediate family or household.
- (c) To be entitled to a period of leave under this clause, the Company may require the team member to provide satisfactory documentary evidence of the illness, injury or death.

21 **PRENATAL LEAVE**

21.1 **What is prenatal leave?**

Subject to clause 21.2, a permanent team member may use their accrued personal leave entitlement to attend prenatal services in respect of their own pregnancy or their spouse's pregnancy. Where the permanent team member has no accrued personal leave then unpaid leave or annual leave may be requested.

21.2 **Can a spouse access prenatal leave?**

A permanent team member may access their accrued personal leave entitlement up to a maximum of 22.8 hours (pro-rata for part-time team members) for the purpose of attending medical appointments with their pregnant spouse.

21.3 **What notice and evidence is required to take prenatal leave?**

The permanent team member is to inform the Company in writing of the need to take prenatal leave and the amount of leave required at least 7 days prior.

22 **PARENTAL LEAVE**

Team members are entitled to parental leave in accordance with the NES set out in the Act, as amended from time to time.

22.1 **Definitions**

- (a) **adoption** means the adoption of a child who is not the natural child or stepchild of the team member or the team member's spouse, who is less than 16 years of age, and who has not lived continuously with the team member for six months or longer as at the day of placement, or the expected day of placement, of the child.
- (b) **adoption-related leave** means leave of either of the following kinds:
 - (i) unpaid parental leave taken in association with the placement of a child for adoption;
 - (ii) unpaid pre-adoption leave.
- (c) **appropriate safe job** means a safe job that has:
 - (i) the same ordinary hours of work as the team member's position;
 - (ii) a different number of ordinary hours agreed to by the team member.
- (d) **day of placement** in relation to the adoption of a child by a team member, means the earlier of the following days:
 - (i) the day on which the team member first takes custody of the child for the adoption;
 - (ii) the day on which the team member starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (e) **unpaid pre-adoption leave** means up to 2 days' pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the team member's adoption of the child.

- (f) **continuous service** means continuous service with the Company as a full-time or part-time team member and includes any of the following periods:
 - (i) authorised leave taken under this Agreement;
 - (ii) a period of casual employment if engaged on a regular and systematic basis by the Company and the team member has a reasonable expectation of continuing employment.
- (g) **Eligible casual** means a casual team member:
 - (i) employed by the Company on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (h) **team member** means a full-time, part-time and an Eligible casual (as defined in sub-clause 22.1(g)) but does not include a team member serving a probationary period, a casual team member other than an Eligible casual, or a limited tenure team member with less than 12 months' service.
- (i) **expected date of birth** means a day certified by a medical practitioner as the expected date of birth.
- (j) **parental leave** means unpaid leave under this clause.
- (k) **spouse** includes a de facto spouse (that is a person who lives with the team member on a genuine domestic basis but is not married), former spouse or former de facto spouse. The person may be the same or opposite sex.

22.2 What is parental leave?

A team member, including an Eligible casual, who at the expected date of birth or placement, will have completed at least 12 months' continuous service with the Company is entitled to take parental leave for up to 52 weeks for:

- (a) the birth of a child to the team member or the team member's spouse; or
 - (b) the placement of a child with the team member for adoption,
- and the team member has or will have a responsibility for the care of the child.

22.3 What notice and evidence is required to take parental leave?

- (a) A team member must provide the Company with written notice of intention to take the leave at least 10 weeks prior to the expected date of birth or placement. If it is not reasonably practicable to provide notice of the date of birth or placement, the team member must provide the Company with written notice as soon as practicable.
- (b) The notice must include the start and end dates of the leave proposed to be taken.

- (c) The Company may require the team member to provide evidence that would satisfy a reasonable person:
 - (i) if the leave is birth-related, that the team member or the team member's spouse is pregnant and the expected date of birth, which may be required in a medical certificate; or
 - (ii) if the leave is adoption-related, the day of placement or expected date of the placement and that the child will be under 16 years on that day.
- (d) The team member must give the Company confirmation of the intended start and end dates of the period of leave 4 weeks prior to the intended start date in the notice provided.

22.4 Can leave be taken at the same time as the spouse's leave?

- (a) A team member is allowed up to 8 weeks' parental leave concurrently with their spouse. Concurrent leave may be taken in separate periods, but, unless the Company agrees, each period must not be shorter than 2 weeks.
- (b) For separate subsequent periods of concurrent leave taken after the initial period only 4 weeks' notice is required.

22.5 Can parental leave be extended?

- (a) Extension in the first 52 week period
 - (i) If a team member has applied for less than 52 weeks' parental leave, the team member may extend their original parental leave period to up to 52 weeks by providing the Company with 4 weeks' written notice specifying the new end date for leave. Such notice must be provided to the Company before the end of the team member's original leave period.
 - (ii) Only one extension is permitted under this clause 22.5(a).
- (b) Extension beyond the first 52 week period
 - (i) Parental leave may be extended beyond 52 weeks, by mutual agreement to a maximum of 104 weeks.
 - (ii) If a team member wishes to request an extension under this clause 22.5(b), the team member must provide the Company with at least four weeks' written notice before the end of their original leave period.
 - (iii) The Company may only refuse a request on reasonable business grounds and must give the team member a reasonable opportunity to discuss the request.
 - (iv) Team members will be provided with a written response to the request within 21 days, including details of the reasons where a request is refused.
 - (v) Further extensions to unpaid parental leave may be made by agreement with the Company.
- (c) The period of parental leave may be reduced with the agreement of the Company, except where clause 22.7 (Can Parental Leave be cancelled?) applies.

22.6 Transfer to a safe job and/or part-time employment

- (a) If a pregnant team member gives the Company reasonable evidence that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the 'risk period') because of illness or risks arising out of the pregnancy or hazards connected with the position, the team member shall be transferred to an appropriate safe job during the risk period with no change to the team member's terms and conditions of employment.
- (b) If the team member is transferred to an appropriate safe job for the risk period, they must be paid for the hours worked in the risk period at the team member's full rate of pay for the position the team member was in before the transfer.
- (c) If there is no appropriate safe job available, the team member may commence 'no safe job' leave for the risk period. Such leave shall not be treated as parental leave for the purposes of this clause.
- (d) A team member who is entitled to unpaid parental leave will be entitled to paid 'no safe job' leave during the risk period at the team member's base rate of pay for the team member's ordinary hours of work in the risk period.
- (e) If there is no appropriate safe job available, a team member who is not entitled to unpaid parental leave will be entitled to unpaid 'no safe job' leave.
- (f) If a team member is on paid 'no safe job' leave during the 6 week period prior to the expected date of birth, the Company may ask for a medical certificate stating whether they are fit for work. If a team member fails to produce a medical certificate within 7 days of the request, or within 7 days of the request gives the Company a certificate stating that the team member is not fit for work, the Company may require the team member to commence unpaid parental leave.

22.7 Can parental leave be cancelled?

- (a) Parental leave applied for but not commenced, may be cancelled when:
 - (i) the pregnancy of a team member terminates other than by the birth of a living child or the child dies after being born; or
 - (ii) the adoption does not proceed.
- (b) When parental leave is cancelled by giving of written notice by the team member or the Company for the reasons subscribed in clause 22.7(a) the team member is no longer entitled to unpaid parental leave. However, a female team member who was pregnant may be entitled to paid personal leave or unpaid special maternity leave.
- (c) If parental leave has commenced and the child dies after being born:
 - (i) The team member may give 4 weeks' written notice of their wish to return to work. The date of the return to work must be within 4 weeks after the Company receives the notice.
 - (ii) The Company may give 4 weeks' written notice requiring the team member to return to work, and must do so if the team member has given written notice under clause 22.7(c)(i). The date of the return to work must be at least 6 weeks after the notice is given to the team member.
- (d) If a team member who has taken unpaid parental leave ceases to have any responsibility for the child for reasons other than those stated in clause 22.7(c), the Company may give 4 weeks' written notice requiring the team member to

return to work on a specified day. The specified day must be at least 4 weeks after the notice is given to the team member, and if the leave was taken by a team member who gave birth the specified day must not be earlier than 6 weeks after the birth of the child.

22.8 What is unpaid special maternity leave?

- (a) A female team member is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:
 - (i) she has a pregnancy related illness; or
 - (ii) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (b) If a team member has an entitlement to paid personal leave she may take that leave instead of unpaid special maternity leave.
- (c) A team member must give the Company notice of the taking of unpaid special maternity leave as soon as practicable, which may be after the leave has started, advising of the expected period of the leave.
- (d) If required by the Company, the team member must provide evidence that would satisfy a reasonable person that the leave is required for the purposes specified in clause 22.8(a). The evidence required may be a medical certificate.

22.9 How does parental leave effect service and other leave entitlements?

- (a) Subject to this sub-clause, absence on parental leave shall not break the continuity of service of a team member. However, absence on parental leave will not count as service except as expressly provided by or under a term of a contract or a law or an instrument in force under a law of the Commonwealth, a State or a Territory.
- (b) A team member may take a form of paid annual or long service leave at the same time as he or she is on unpaid parental leave.
- (c) Paid personal leave or other paid authorised absences, pursuant to the Agreement (excluding annual leave or long service leave) shall not be available to a team member during absence on parental leave except as specified in this clause.

22.10 What is required prior to returning to work after parental leave?

- (a) It is advisable that team members confirm their intention of returning to work in writing to the Company four weeks prior to the expiration of the period of parental leave.
- (b) A team member, on ending parental leave, is entitled to return to the team member's pre-parental leave position or, in the case of a team member who was transferred to a safe position pursuant to clause 22.6, to the position which was held immediately before such transfer or in relation to a team member who has worked part-time during the pregnancy the position held immediately before commencing such part-time work.
- (c) If such position no longer exists, the team member is entitled to return to an available position for which the team member is qualified and suited nearest in status and pay to the pre-parental leave position.

22.11 Returning to work and part-time work requests

(a) What is the entitlement?

- (i) A team member who is entitled to take parental leave may by agreement with the Company work on a part-time basis for one or more periods from the date of birth or date of placement of the child until the child's second birthday.
- (ii) A female team member who is pregnant may work part-time for one or more periods while she is pregnant because the pregnancy makes this desirable or necessary.

(b) When does a team member return to the former position?

- (i) A team member who has had at least 12 months' continuous service immediately before commencing part-time employment as specified in clause 22.11(a)(i) and 22.11(a)(ii) shall be entitled to return to their former position at the expiration of the period of part-time employment or first period, if there is more than one.
- (ii) Nothing in sub-paragraph 22.11(b)(i) shall prevent the Company permitting a team member to return to their former position following a second or subsequent period of part-time employment.

(c) What effect does part-time work have on employment and service?

- (i) Commencement of part-time work under this clause and the subsequent return to full-time work shall not break the continuity of service or employment.
- (ii) Part-time employment worked as agreed under this clause shall be worked in accordance with the part-time provisions of this Agreement and subject to clause 22.11(d).

(d) What does the part-time agreement look like?

- (i) Before commencing a period of part-time employment under this sub-clause the team member and the Company shall agree:
 - (A) that the team member may work part-time;
 - (B) the hours to be worked by the team member, the days upon which they will be worked and commencing times for the work;
 - (C) the classification applying to the work to be performed; and
 - (D) the period of the part-time employment.
- (ii) The terms of this agreement may be varied by consent providing that the agreement or any variation to it shall be reduced to writing and retained by the Company and a copy of the agreement and any variation to it provided to the team member.
- (iii) The Company may request, but not require, a team member working part-time under this clause to work outside or in excess of the team member's ordinary hours of duty agreed to in 22.11(d)(i).

- (iv) The work to be performed part-time need not be the work performed by the team member in his or her former position but shall be work otherwise performed under this Agreement.

(e) **How are requests to return to work part-time made and approved?**

Where a full-time team member requests in writing to return to work on a part-time basis, the Company shall accommodate such part-time work on the basis that the following criteria is met:

- (i) The team member provides the Company with two months' notice in writing of the team member's intention to return on a part-time basis.
- (ii) The Company has a part-time position available for the team member to return to and such determination will be made by the Company assessing the current availabilities in the rostering requirements of the Company.
- (iii) The team member is prepared to return to a part-time position offered by the Company at any store but the Company will have regard to the position being comparable.

22.12 Termination of employment

- (a) The employment of a part-time team member under this clause may be terminated in accordance with the provisions of this Agreement but may not be terminated by the Company because the team member has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination entitlements payable to a team member whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time team member as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time team member on a pro rata basis.

22.13 Replacement team members

- (a) A replacement team member is a team member specifically engaged as a result of a team member working part-time under this sub-clause.
- (b) A replacement team member may be employed part-time. The provisions in clause 22.11(c) and 22.11(d) of this sub-clause will apply to the part-time employment of replacement team members.
- (c) Before the Company engages a replacement team member under this clause, the Company shall inform the person of the temporary nature of the employment and of the rights of the team member who is being replaced.
- (d) Unbroken service as a replacement team member shall be treated as continuous service.
- (e) Nothing in this sub-clause shall be construed as requiring the Company to engage a replacement team member.

22.14 Consultation during unpaid parental leave

A team member on parental leave is entitled to be kept informed of decisions by the Company that will have a significant effect on the status, pay or location of their pre-

parental leave position. The Company will take all reasonable steps to give the team member information about (and an opportunity to discuss) the effect of any such decisions on the team member's position.

22.15 Can a permanent team member request to work on a casual basis during a period of parental leave?

- (a) By agreement between the permanent team member and the Company a team member can be engaged to perform work for the Company on a casual basis during periods of parental leave.
- (b) Notwithstanding clause 22.15(a) a permanent team member cannot work on a casual contract during the period that the team member is receiving the government parental leave payment.
- (c) Hours worked as a casual team member under this clause:
 - (i) Will be paid at the appropriate casual hourly rate.
 - (ii) Will not be included for the purposes of accruing any leave entitlements with the exception of long service leave.
 - (iii) Will count as service for the purposes of long service leave accrual. A team member's long service leave date will be altered by the number of starts worked casually whilst on parental leave.
 - (iv) Will not extend the period of parental leave beyond the approved period of leave.
- (d) A team member's status (full-time/part-time) will not be changed as a result of working during parental leave as provided by this clause.

23 JURY SERVICE

23.1 What is jury service and how is it taken?

- (a) Jury service leave can be taken by a full-time or part-time team member to attend jury selection and jury service during ordinary working hours.
- (b) The team member must notify the Company as soon as possible of the date required to attend for jury service and provide proof of the attendance and payment received by the relevant authority for the period of jury service.
- (c) While on jury service a team member will not be required to attend work until the completion of the jury service.

23.2 How is jury service paid?

Unless a more generous entitlement is provided under the applicable State or Territory legislation, eligible team members will be paid the difference between:

- (a) the jury service fees received; and
- (b) the ordinary hourly rate that the team member would have received for the hours that would have been worked had they not been on jury service.

24 DEFENCE FORCES LEAVE**24.1 What is the entitlement to defence forces leave?**

- (a) Permanent team members shall be allowed leave of up to a maximum of two weeks per calendar year to attend Defence Forces Reserve approved training camps.
- (b) During such leave, permanent team members who are required to attend full-time training shall be paid an amount equal to the difference between the payment received in respect of their attendance at camp and the total amount for the ordinary hours of work that the team member would have received during that period.

24.2 What notice and evidence is required to take defence forces leave?

- (a) Team members seeking to take defence forces leave must apply for leave with at least one month's written notice prior to the period of training. The notice must detail the start and finish dates of the training.
- (b) To receive payment for defence forces leave, the team member must provide the Company with proof of attendance and proof of the Defence Forces Reserve rate of pay and total payment received for time spent in training.

25 STUDY LEAVE**25.1 What is the entitlement to study leave and how is it approved?**

- (a) Team members may apply for unpaid study leave for up to two weeks per calendar year for the purpose of preparing for and participating in exams and assignments.
- (b) The Company will endeavour where reasonable to accommodate a request for study leave. In considering a request for study leave, the Company will consider factors including the capacity to accommodate a team member's absence and operational requirements. A team member may apply to take study leave in a continuous period or in single day absences.

25.2 What notice is required to take study leave?

- (a) Team members must apply for study leave in writing with at least one month's notice.
- (b) Study leave does not include any training that is directed by the Company.
- (c) Any period of unpaid study leave will not count as service for the calculation of other leave entitlements under this Agreement.

26 PERSONAL EMERGENCY LEAVE**26.1 What is the entitlement to personal emergency leave?**

- (a) Where a permanent team member has a pressing domestic emergency that requires the team member's immediate attention, a full-time team member may access up to 7.6 hours (pro-rata for part-time team members) of their accrued annual leave to attend to the emergency.
- (b) An emergency for the purposes of clause 26.1 includes situations such as a house fire, burst water pipes or a burglary at the team member's primary residence and where the team member's attendance is required to deal with

emergency services or permit access by state emergency services members or emergency repair service personnel. However, an emergency does not include situations where a team member could otherwise deal with a situation before or after their rostered hours of work, or where it is simply a matter of convenience or preference for the team member to attend a situation. Where the emergency situation has been addressed the team member is required to attend work for the remainder of their shift, if practical. The team member will only have the hours they were absent from work deducted from their accrued annual leave.

26.2 What notice and evidence is required to take personal emergency leave?

- (a) A team member may be required to provide evidence of the emergency that would satisfy a reasonable person in order for payment to be made under this clause 26.
- (b) A team member able to access leave under clauses 32 or 33 cannot also access leave under this clause 26.

27 LONG SERVICE LEAVE

27.1 What is long service leave and how is it taken?

- (a) Team members shall accrue an entitlement to long service leave in accordance with the provisions contained in the relevant legislation in the State or Territory.
- (b) Long service leave can be taken at double the length at half the pay on agreement with the Company.

28 CAREER BREAK LEAVE

28.1 What is career break leave and how is it taken?

- (a) When all other paid leave options have been exhausted unpaid leave of up to 90 days shall be able to be taken by mutual agreement in writing for the following reasons (whilst not exhaustive):
 - (i) a team member who is studying and requires time to attend exams or wishes to return to studies on a full-time basis;
 - (ii) a team member who wishes to travel overseas or interstate for an extended period;
 - (iii) a team member who requires time off to care for a sick or injured close relative;
 - (iv) a team member who has exhausted their entitlement under clause 19 (personal leave) and who requires additional time off to fulfil family responsibilities including parental leave.
- (b) If a team member does not return on a mutually agreed date or a subsequently agreed alteration, the Company may consider this abandonment of employment.
- (c) The above may be varied by agreement in writing between the Company and the team member.

29 PUBLIC HOLIDAYS

Team members, other than casual team members, shall be entitled to be absent on a public holiday without loss of ordinary pay.

29.1 What is a public holiday?

The following are public holidays:

- (a) each of these days:
- (i) 1 January (New Year's Day);
 - (ii) Australia Day;
 - (iii) Good Friday;
 - (iv) Easter Saturday;
 - (v) Easter Monday;
 - (vi) 25 April (Anzac Day);
 - (vii) Queen's Birthday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (viii) Labour Day (8 hour day, TAS or May Day, NT);
 - (ix) 25 December (Christmas Day); and
 - (x) 26 December (Boxing Day or Proclamation Day).

(b) **Additional days**

- (i) In addition to the days in clause 29.1(a), any other day, or part day, that may be declared a public holiday under State or Territory law to be observed generally as a public holiday, or a holiday for people who work in a particular region.
- (ii) For the purpose of sub-clause 29.1(b) and subject to the laws of the relevant State or Territory, days that may be regarded as public holidays may include but are not limited to, the following days:

Victoria: Melbourne Cup Day or where a local day is proclaimed or gazetted in a locality outside the Metropolitan area and Melbourne Cup Day is not proclaimed or gazetted in the locality, then the local day shall be taken as a public holiday in lieu of Melbourne Cup Day.

Western Australia: Western Australia Day.

Northern Territory: Picnic Day and Show Day as regionally observed.

South Australia: the third Monday in May (Adelaide Cup).

Tasmania: in lieu of Easter Saturday, Show Day and in addition Hobart Regatta Day (south of Oatlands) or Recreation Day (where Hobart Regatta Day is not observed).

New South Wales: in addition, the first Tuesday of November in any year.

Australian Capital Territory: in addition, Canberra Day and Family and Community Day.

Queensland: in addition, Show Day or in areas where Show Day is not declared, Melbourne Cup Day.

(c) **Substituted days**

If, under (or in accordance with a procedure under) a law of a State or Territory or a term of this Agreement, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of clause 29.1(a) or 29.1(b), then the substituted day or part-day is the public holiday (rather than the original public holiday).

29.2 What happens if the store does not open for trade on the public holiday?

If a store does not open for trade on a public holiday, a permanent team member who would have been rostered to work on that day at that store will be entitled to payment for the shift based upon their ordinary time earnings for the hours normally rostered to work.

29.3 What happens if the store does open for trade on the public holiday?

- (a) Where a store opens for trade on a public holiday, a permanent team member who would normally be rostered to work may request to work the day or part thereof and shall be paid the appropriate penalty for time so worked as found in clause 9.3. Provided that when a team member chooses not to work they shall be paid in accordance with clause 29 above.
- (b) Where a store opens for trade on a day (ie, the original public holiday) which has had the substitution provision of subclause 29.5 applied, the following shall apply:
 - (i) If a team member is ordinarily rostered to work on the original public holiday and the substituted day, then that team member shall elect which day is to be their public holiday and receive the standard public holiday benefits on that day. The other day shall then be a normal rostered day (and paid accordingly).
 - (ii) If a team member is rostered to work on the original public holiday and not the substituted day, the team member shall receive the standard public holiday benefits on the original public holiday.
 - (iii) If a team member is rostered to work on the substituted day and not the original public holiday, the team member shall receive the public holiday benefits on the substituted day.
- (c) A team member who fails to attend for a rostered shift on the day before or the day after any public holiday, without reasonable explanation and supporting evidence, may be subject to disciplinary action.
- (d) Where the majority of a team member's rostered shift falls on a public holiday, the entire shift shall be regarded as the public holiday for all purposes of the Agreement.
- (e) Where a team member is rostered for a shift with an equal number of hours on a public holiday and the day before a public holiday the entire shift shall be treated as a public holiday for all purposes of the Agreement.
- (f) Where a team member is rostered for a shift with an equal number of hours on a public holiday and the day after a public holiday the entire shift shall be treated as a normal shift for all purposes of the Agreement.

- (g) A team member's roster may not be changed with the intent of avoiding payment for public holidays.
- (h) Work on a public holiday is voluntary.

29.4 What is the rate of pay for working on a public holiday?

If following a request from the Company, a team member elects to work on any public holiday he or she shall be paid at that rate set in clause 9.3 with a minimum payment of three hours.

29.5 What happens during the Christmas and New Year period?

- (a) When 25 December falls on a Saturday or a Sunday, the public holiday for Christmas Day will be substituted and the public holiday shall instead be observed on 27 December.
- (b) When 26 December falls on a Saturday or a Sunday, the public holiday for Boxing Day will be substituted and the public holiday shall instead be observed on 28 December.
- (c) When 1 January or Australia Day falls on a Saturday or Sunday, the public holiday will be substituted and the public holiday shall instead be observed on the following Monday.
- (d) In the case of 25 December where substitution occurs in accordance with clause 29.5(a), work on 25 December will attract an additional loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate and the team member will also be entitled to the benefits of the substituted public holiday.
- (e) Work after 6pm on New Year's Eve is voluntary, subject to the following:
 - (i) Volunteers will be sought at least 7 days prior to the New Year's Eve in cases where permanent team members do not seek to work on that day or time.
 - (ii) In cases of permanent team members not wanting to work at these times they shall be rostered to work on another day in the 4 week cycle as their normal work day and paid ordinary rates of pay.
- (f) The Company shall initiate a process to determine if any permanent team members do not seek to work their ordinary hours after 6 pm on New Year's Eve.

29.6 What happens on Easter Sunday?

- (a) Permanent team members rostered on Easter Sunday in a store which is not permitted to open on Easter Sunday shall be given the day off with pay at the ordinary time earnings rate.
- (b) Work on Easter Sunday is voluntary subject to the following:
 - (i) Volunteers will be sought at least 7 days prior to the Easter Sunday in cases where permanent team members do not seek to work on that day or time.
 - (ii) In cases of permanent team members not wanting to work at these times they shall be rostered to work on another day in the 4 week cycle as their normal work day and paid ordinary rates of pay.

- (iii) Team members need to advise the Company at least 4 weeks prior to the Easter Sunday that they do not want to work that day.
- (c) The Company shall initiate a process to determine if any permanent team members do not seek to work their ordinary hours on Easter Sunday.

30 BLOOD DONOR LEAVE

30.1 What is blood donor leave and how is it taken?

- (a) Subject to the Company's prior approval, a permanent team member may take up to two hours' paid leave for the purposes of donating blood. Eligible team members are entitled to take up to two hours' paid leave for each permissible occasion, capped at a maximum of four occasions each calendar year.
- (b) Provided that such team member shall arrange for the absence to be on a day suitable to the manager and be as close as possible to the beginning or ending of the ordinary working hours.
- (c) Proof of attendance by the team member at a recognised place for the purpose of donating blood and the duration of such attendance, shall first be furnished to the satisfaction of the manager.
- (d) Further, the team member shall notify his or her manager as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

31 BONE MARROW DONOR LEAVE

31.1 What is bone marrow donor leave and how is it taken?

- (a) A team member who is absent during ordinary working hours for the purpose of donating bone marrow, or for the purpose of undertaking a blood test as part of the process of becoming a registered bone marrow donor, will not suffer any deduction of pay up to a maximum of:
 - (i) 2 hours on not more than two occasions for the purpose of blood testing as part of the process of becoming a registered bone marrow donor; and
 - (ii) three days on any occasion that a bone marrow donation is given.
- (b) In relation to blood testing as part of the process of becoming a registered bone marrow donor the team member must arrange for the absence from work to be on a day suitable to the Company and the absence must be as close as possible to the beginning or ending of the team member's ordinary working hours.
- (c) In relation to bone marrow donations the team member must provide the Company with as much notice as is possible of requested bone marrow donation.
- (d) So far as is possible the team member must make arrangements for a bone marrow donation so as to minimise the absence from work.
- (e) Proof of attendance of the team member at either blood test or bone marrow donation and the duration of respectively the blood test or the bone marrow donation must be provided to the Company.

32 EMERGENCY SERVICES LEAVE

32.1 What is emergency services leave and how is it taken?

- (a) A permanent team member, involved in recognised voluntary services including SES and firefighting shall be entitled to paid time off to attend to emergency situations which may affect the community as a whole.
- (b) It shall be the responsibility of the team member to keep the Company informed about the time off needed to attend to emergency duties.
- (c) To receive payment, a permanent team member shall provide the Company with proof of attendance to the emergency situation.
- (d) Paid time off for attendance at emergencies in the local area shall not be unreasonably restricted nor accessed, and shall be limited to a maximum of three days per situation.
- (e) Paid time off for attendance at emergencies that are not local shall be limited to a maximum of two days per annum, but may be increased, and depending on the nature of the emergency (e.g. major bush fire) subject to Company approval.

33 NATURAL DISASTER LEAVE

33.1 When can natural disaster leave be taken?

- (a) Where a yellow alert is announced for cyclones, or there is flooding or bush fires which pose a genuine threat to a team member's property or creates a need for a team member to care for their children, team members shall be allowed to leave work. Time away from work is unpaid.
- (b) Upon threats caused by the natural disaster subsiding (outlined in clause 33.1), team members shall return to work.

33.2 What is the entitlement to natural disaster leave?

For the circumstances set out in clause 33.1, permanent team members may access up to two days per year of non-cumulative, paid leave. Payment for natural disaster leave for permanent team members is at the relevant base rate of pay. For the avoidance of doubt, casual team members are not entitled to paid leave under this clause 33.

34 FAMILY AND DOMESTIC VIOLENCE LEAVE

34.1 What is family and domestic violence leave and how is it taken?

- (a) We are committed to providing support to team members that experience family and domestic violence and will treat all such matters with confidentiality, as outlined in clause 34.1(j).
- (b) Leave can be accessed if the team member needs time off work for medical or legal assistance, court appearances, counselling, and relocation and to make other safety arrangements.
- (c) Full-time team members are entitled to up to 10 days of paid leave to deal with family and domestic violence per calendar year. Part-time team members will receive this entitlement on a pro-rata basis.
- (d) In addition to the entitlement to paid family and domestic violence leave, full-time and part-time team members are entitled to up to 5 days of unpaid leave to deal with family and domestic violence. The entitlement to unpaid leave will be

available in full at the start of each 12 month period of the team member's employment and will not accumulate from year to year.

- (e) Casual team members are entitled to up to 2 days of paid leave to deal with family and domestic violence per calendar year.
- (f) In addition to the entitlement to paid family and domestic violence leave, casual team members are entitled to up to 3 days of unpaid leave to deal with family and domestic violence per calendar year. This unpaid leave is available where the casual team member has exhausted their paid leave entitlement.
- (g) Family and domestic violence leave does not accumulate from year to year, and is not paid out on termination of employment.
- (h) Permanent team members who are supporting a member of their immediate family who experiences domestic violence, with approval can request access to accrued personal leave and/or annual leave to accompany them to court or hospital or to mind children.
- (i) Team members may be required to provide reasonable evidence to support their application to access leave under this clause such as a medical certificate, a document issued by the police service, a medical practitioner/nurse, lawyer, a court or a statutory declaration.
- (j) The Company must take steps to ensure information concerning any notice a team member has given, or evidence a team member has provided under clause 34, is treated confidentially, as far as it is reasonably practicable to do so. Nothing in clause 34 prevents the Company from disclosing information provided by a team member if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the team member or another person.

Note: Information concerning a team member's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the team member. The Company should consult with such team members regarding the handling of this information.

PART 7 REDUNDANCY AND TERMINATION

35 REDUNDANCY

35.1 Definitions

- (a) **Business** includes trade, process, business or occupation and includes part of any such business.
- (b) **Redundancy** occurs where the Company has made a definite decision that it no longer wishes the job the team member has been doing done by anyone and that decision leads to the termination of employment of the team member, except where this is due to the ordinary and customary turnover of labour.
- (c) **Week's pay** means the ordinary time rate of pay for the team member concerned. Provided that such rate shall exclude overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments of a like nature.

35.2 Discussions

Where a redundancy occurs the Company shall hold discussions with the affected team members as soon as practicable, explaining the reasons behind the decision, the impact on team members, efforts to minimise this impact, and the timing implications. The Company shall notify the Union as soon as practicable.

35.3 Severance pay

A permanent team member whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay
* Week's pay is defined in clause 35.1.	

35.4 Transfer of business

A team member is not entitled to severance pay under clause 35.3 in the circumstances set out in section 122(3) of the Act.

35.5 Team members exempted

This clause does not apply to team members terminated as a consequence of serious misconduct that justifies dismissal without notice, probationary team members, team members engaged for a specific period of time or for a specified task or tasks or casual team members.

35.6 Alternative employment

- (a) Where the Company, in a particular redundancy case, obtains an offer of acceptable alternative employment for a team member the Company is not required to make any severance payment to the team member as set out in sub-clause 35.3. This provision does not apply in circumstances set in clause 35.4.
- (b) An acceptable offer will take into consideration factors including but not limited to; travel distance and time, conditions of employment, nature of work and any other factor relevant in the particular case.

35.7 Team member leaving during notice period

A team member given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 36. In this circumstance the team member will be entitled to receive the benefits and payments they

would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

35.8 Payment in lieu of notice

Payment in lieu of notice will be calculated as the total of all amounts that, if the team member's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the team member. This amount includes ordinary time, allowances, loadings, penalties and any other amounts payable under the team member's contract of employment.

35.9 Job search entitlement

- (a) During the period of notice of termination given by the Company in accordance with clause 36, a team member shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the team member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the team member shall, at the request of the Company, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) The job search entitlements under this subclause apply in lieu of the provisions of clause 36.3.

35.10 Transfer to lower paid duties

Where a team member is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the team member would have been entitled to if the employment had been terminated and the Company may at the Company's option, make payment in lieu of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

36 TERMINATION OF EMPLOYMENT

36.1 Notice of termination by the Company

- (a) In order to terminate the employment of a permanent team member the Company shall give to the permanent team member the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in sub-clause 36.1(a), team members over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in sub-clause 36.1(a) and/or 36.2(a) shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the wages a team member would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- (e) The period of notice in this clause shall not apply where a team member has engaged in serious misconduct.
- (f) For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by clause 3.4 of this Agreement.

36.2 Notice of termination by team member

- (a) The notice of termination required to be given by a permanent team member shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the team member concerned.
- (b) Subject to financial obligations imposed on the Company by any Act, if a team member who is at least 18 years old fails to give the required notice under clause 36.2(a) the Company may deduct from wages due to the team member under this Agreement an amount that is no more than one week's wages for the team member.
- (c) If the Company and the team member agree to reduce the notice period required under clause 36.2(a), and subject to the team member complying the reduced notice period, the Company cannot deduct wages under clause 36.2(b).
- (d) The Company will pay a team member amounts that are due to the team member on termination no later than 7 days after the day on which the team member's employment terminates.

36.3 Time off during notice period

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

36.4 Statement of employment

The Company shall, upon receipt of a request from a team member whose employment has been terminated, provide to the team member a written statement specifying the period of his or her employment and the classification or type of work performed by the team member.

PART 8. HEALTH AND SAFETY AND OTHER MATTERS

37 ACCIDENT PAY – VICTORIA ONLY

- (a) If following an accident or injury, a team member receives compensation under the Victorian Accident Compensation Act 1985 (as amended), then that compensation payment shall be increased by the Company to the usual weekly pay for the average rostered hours worked by the team member at the time of the accident. This payment made by the Company will be limited to a maximum of 39 weeks.
- (b) This clause shall not apply in respect of injury during the first 7 consecutive days (including non-working days) on which the team member is incapacitated.

38 SAFE TRANSPORT OF TEAM MEMBERS

- (a) Where a team member commences and/or ceases work after 10pm on any day or prior to 7am on any day and the team member's regular means of transport is not available and the team member is unable to arrange for alternative transport, the Company shall provide or arrange proper transportation to and/or from the team member's usual place of residence. Such transport shall be provided at no cost to the team member.
- (b) Provided always that a team member may elect to provide his or her own transport.

39 FIRST AID

The Company shall provide and continuously maintain an adequate first-aid kit.

40 CARRYING OF MONEYS

Team members involved in the responsibility of carrying moneys belonging to the Company, to or from a bank or other institution, shall where practicable be accompanied at such times by a responsible fellow team member. The Company shall not require a team member to have money chained, handcuffed or fastened to a team member's person, unless such fastening is engaged to the team member with a quick-release mechanism.

41 GUIDELINES CONCERNING SECURITY PROCEDURES**41.1 Staff interviews**

- (a) When the Company is trying to discover whether, or by whom, an offence of breach of Company security has been committed the Company is entitled to question any team member, whether suspect or not, from whom the Company thinks useful information may be obtained. Provided that no team member under the age of 18 years may be questioned without the presence of a parent or guardian.
- (b) As soon as the Company has reasonable grounds for suspicion that a team member has committed an offence the Company will ask such team member whether he or she will agree to be questioned in connection therewith and upon such agreement being forthcoming, the Company shall caution the team member before putting to him or her any questions, or further questions, relating to that offence. The caution shall be in the following terms:
 - (i) "You are not obliged to say anything unless you wish to do so but what you say may be put into writing and given in evidence."
- (c) After the giving of the above caution, the Company shall then bring to the team member's attention the right under these guidelines to ask for the attendance of a nominated team member who is immediately available to be present as a witness during the course of the interview.
- (d) The Company may object to the presence of any particular person as a witness at such interview if there is reason to believe that the witness may be in some way involved in the subject matter of the interview. The attendance of a team member as a witness at a security interview shall be on the understanding that the witness will not reveal to any person not involved in the interview what has taken place or been said in the course of such interview. The witness should not interrupt or frustrate the course of the interview. If the witness is the team member's representative he or she shall be permitted to speak on the team member's behalf at all times.

- (e) During the course of any such interview, management or security personnel shall conduct themselves in a courteous manner toward the team member being interviewed.
- (f) Where a security investigation involves a team member remaining at the Company's premises, or elsewhere at the Company's direction, and with the agreement of the team member outside of the team member's ordinary working time, such team member shall be paid overtime, in accordance with the Agreement, for all time so spent.
- (g) As a general principle team members who have been interviewed with regard to a security matter should not be transferred to another workplace, have a change of duties or sustain any disciplinary action until the security investigation has been completed. However in the spirit of these guidelines it is acknowledged that there may be circumstances in which it may be desirable to transfer a team member, or change his/her duties. In such a case maximum care is to be exercised by the Company so as to prevent any odium attaching to the team member as a result of the transfer or change in duties. In such a case the Union shall be advised of such transfer, change of duties or disciplinary action.

41.2 Security checks of bags, parcels and/or lockers

- (a) The Company is entitled to conduct routine security checks of staff bags and/or parcels at points of exit and entry used by staff.
- (b) Individual security checks of bags, parcels and/or lockers shall not take place unless the team member concerned is present, or alternatively, the team member has given permission for such search to take place in his or her absence.
- (c) Where a search or check is to take place in the team member's absence, the team member may nominate some other responsible team member to be present during such proposed search or check.

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Just Jeans Group Pty Ltd
by:

Name: LOUISE BILSTON

Signature:



Title GROUP GENERAL MANAGER - PEOPLE + CULTURE

Address: 457 St Kilda Road
Melbourne VIC 3004

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

Name: GERARD DWYER

Signature:



Title NATIONAL SECRETARY - TREASURER

Address: 6th Floor, 53 Queen Street
Melbourne VIC 3000

APPENDIX "A" – SAVED ARRANGEMENTS

1 JUST GROUP SAVINGS PROVISIONS

- 1.1 All part-time team members who were employed at the time of commencement of The Shop Distributive and Allied Employees Association - Just Jeans, Jay Jays and Jacqui E Australia Retail Agreement 1997 – 1999 and were entitled to a higher minimum of rostered hours a week shall have this higher minimum provision maintained.
- 1.2 Team members engaged prior to the commencement of this Agreement will continue to be paid the following location allowance:
- (a) Where a team member works for the Company in Darwin or Alice Springs they shall receive a weekly allowance of \$16.60 and \$9.30 respectively.
- (b) Where a team member works for the Company in Broome, Esperance, Karratha, Port Hedland or Kalgoorlie they shall receive a weekly allowance of \$30.00, \$5.50, \$31.10, \$25.90 and \$7.90 respectively. If team members affected by this item 1.2(b) of Appendix A are junior team members receiving less than the adult rate, or team members employed for less than a full week, then the allowance equates to a proportioned or pro-rated amount.
- 1.3 Team members engaged prior to the commencement of this Agreement will continue to be paid on the basis of the following age related percentages:

Age	Percentage
16 years of age and under	60%
17 years of age	70%
18 years of age	80%
19 years of age	90%
20 years of age and over	100%

2 JUST JEANS SAVINGS PROVISIONS

- 2.1 Sunday work shall be voluntary for all team members engaged prior to the commencement of The Shop Distributive and Allied Employees Association - Just Jeans, Jay Jays and Jacqui E Australia Retail Agreement 1997 – 1999 and shall be voluntary for all team members employed in a store at the time when Sunday trading becomes legal.
- 2.2 After Sunday trading becomes legal in a store, new team members will be informed by the Company, prior to engagement that they may be required to work on Sundays.
- 2.3 Provided that in New South Wales the following shall apply:
- (a) For all team members employed in a store at the 25th October, 1991, Sunday work shall be voluntary.
- (b) Where a store gains the right to trade lawfully on a Sunday after 25th October, 1991, work on a Sunday for all team members, employed in that store at this date for legal Sunday trade shall be voluntary.

3 PORTMANS SAVINGS PROVISIONS

3.1 Sundays

- (a) If a team member, employed prior to the commencement of The Portmans Retail Stores Agreement 2003, had a right to voluntary Sunday work, the team member will retain this right.
- (b) Where Sunday trading has not been legally introduced in a region and is introduced, then team members employed in the region at the time of the introduction of legal Sunday trading will only be required to work Sundays on a voluntary basis.

3.2 Part-time team members

Part-time team members employed prior to the commencement of The Portmans Retail Stores Agreement 2003 cannot have their ordinary hours reduced to meet operational requirements in accordance with clause 9.2.1 of the Just Jeans Group Limited Retail Agreement 2009 unless there is mutual agreement to the reduction or the change is in accordance with the Redundancy provision of the Just Jeans Group Limited Retail Agreement 2009.

3.3 Span of Hours

Work will remain voluntary for all team members, engaged prior to the commencement of The Portmans Retail Stores Agreement 2003, at times outside the spread of hours specified in the Federal or State awards that previously governed the team member's employment before the commencement of The Portmans Retail Stores Agreement 2003.

3.4 Minimum Hours

Part-time and casual team members, employed at the time The Portmans Retail Stores Agreement 2003 commences, who were previously entitled to higher daily or weekly minimum rostered hours in accordance with the Federal or State awards that previously had governed the team member's employment, than the minimum hours specified in the Just Jeans Agreement will be entitled to such higher minimum hours.

3.5 Sick leave for casuals

Casual team members, employed prior to the commencement of The Portmans Retail Stores Agreement 2003, who had accrued sick leave entitlements in accordance with the Federal or State award that had previously governed the team member's employment, shall have such accrual frozen. Any existing sick leave accrual, at the commencement of The Portmans Retail Stores Agreement, shall remain until exhausted by the team member.

APPENDIX “B” – PENALTY RATES**1 When are penalty rates payable?**

All team members who work ordinary hours during the times below will be paid the base hourly rate and the following penalty rates:

(a) Permanent team members

	From the date the Agreement comes into operation	From 1 July 2019	From 1 July 2020
Monday to Friday – All ordinary hours worked after 6pm	25%	25%	25%
Saturday – All ordinary hours worked	25%	25%	25%
Sunday - All ordinary hours worked	80%	65%	50%
Public holidays – All ordinary hours worked	125%	125%	125%

(b) Casual team members

	From the date the Agreement comes into operation	From 1 July 2019	From 1 October 2019	From 1 March 2020	From 1 October 2020	From 1 March 2021
Monday to Friday – All ordinary hours worked after 6pm	30%	30%	35%	40%	45%	50%
Saturday – All ordinary hours worked	40%	40%	45%	50%	50%	50%
Sunday – All ordinary hours worked	85%	75%	75%	75%	75%	75%
Public holidays – All ordinary hours worked	150%	150%	150%	150%	150%	150%

The penalty rates set out in the above table at item 1(b) include casual loading.

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2019/1068

Applicant: Just Jeans Group Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Louise Bilston, Group General Manager – People & Culture for Just Group Limited give the following undertaking with respect to *The Just Group Retail Agreement 2019* ("the Agreement"):

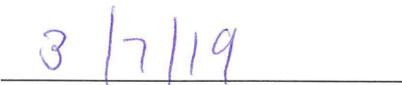
1. I have the authority given to me by Just Jeans Group Pty Ltd ("the Company") to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Company undertakes that where the Company transfers an employee from one township to another, the Company will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Louise Bilston

Group General Manager – People & Culture
Just Group Limited



Date