



## DECISION

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

**Pretty Girl Fashion Group Pty Ltd**  
(AG2013/6836)

### **PGFG ENTERPRISE AGREEMENT 2013**

Retail industry

JUSTICE BOULTON, SENIOR DEPUTY PRESIDENT

SYDNEY, 13 AUGUST 2013

*Application for approval of the PGFG Enterprise Agreement 2013.*

[1] An application has been made for the approval of an enterprise agreement known as the *PGFG Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] It is noted that the Agreement does not contain a flexibility term that complies with s.203 of the Act. In accordance with s.202(4), the Agreement shall be taken to include all of the provisions of the model flexibility term set out in Schedule 2.2 of the *Fair Work Regulations 2009* (the Regulations).

[3] Further, it is noted that the Agreement does not contain a consultation term that complies with s.205 of the Act. In accordance with s.205(2), the Agreement shall be taken to include the model consultation term set out in Schedule 2.3 of the Regulations.

[4] I am satisfied that each of the requirements of ss.186, 187 and 188 that are relevant to this application for approval have been met.

[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) of the Act, I note the Agreement covers the organisation.

**[6]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 August 2013. The nominal expiry date of the Agreement is 26 June 2016.

SENIOR DEPUTY PRESIDENT

# PGFG Enterprise Agreement 2013

Rollout Version, 18 April 2013

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

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## PART 1 Preliminary

### 1.1 Operation of Agreement

- (a) This Enterprise Agreement will be known as the PGFG Enterprise Agreement 2013.
- (b) The employees bound by this Enterprise Agreement are those employees employed by PGFG to perform work as a Sales Assistant anywhere within Australia. This Enterprise Agreement does not apply to Store Managers.
- (c) This Enterprise Agreement will commence on the 24 June 2013.
- (d) This Enterprise Agreement will nominally expire on 26 June 2016.
- (e) This is a comprehensive Enterprise Agreement and will not be read in conjunction with any Industrial Agreement or Industrial Award except as expressly provided for within this Enterprise Agreement.
- (f) The National Employment Standards and this Enterprise Agreement combine to form the minimum conditions of employment for employees covered by this Enterprise Agreement.
- (g) A copy of this Enterprise Agreement and the National Employment Standards will be made available in each PGFG stores.

### 1.2 Definitions

- (a) 'Act' means Fair Work Act 2009.
- (b) 'continuous service' means service for any employee in accordance with Section 22 of the Act.
- (c) 'FWA' means Fair Work Australia.
- (d) 'immediate family' means:
  - (i) A 'spouse' (including former spouse), 'de facto partner' (including former de facto partner), 'child' (including adopted, foster, ex-foster, step, ex-step), 'parent' (including step, foster) 'grandparent' (including step, foster), 'grandchild' (including step, foster) or sibling of the employee; or
  - (ii) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (e) 'mutually agreed' means agreement is taken to be granted if work subject to the mutual agreement is approved by PGFG and performed by the employee. If an employee is concerned that they have not mutually agreed they should immediately raise the concern via the dispute procedure. If an employee indicates they have not mutually agreed to a matter or wishes to remove their mutual agreement this change will be made by PGFG within 7 days.
- (f) 'ordinary hours' means 76 hours per 2 week cycle for a full time employee and the contracted hours per 2 week cycle for a part time employee.
- (g) 'ordinary hourly rate of pay' is the permanent employee ordinary hourly rate of pay for each classification as specified in the Wages and Classifications section of this Enterprise Agreement.
- (h) PGFG means Pretty Girl Fashion Group Pty Ltd or its successor, transmittee or assignee (as provided for in the Fair Work Act). At the time of commencement of this Enterprise Agreement PGFG's retail trading names included: Rockmans, BeMe, Table Eight and W.Lane.
- (i) 'primary work location' means the store at which an employee is advised is their primary work location.
- (j) SDA means the Shop Distributive and Allied Employees' Association.
- (k) 'shift' means the period of time elapsing from the time an employee commences work to the time the employee ceases work.

## **PART 2      General Employment Matters**

### **2.1      Dispute Procedure**

- (a) Step 1: A dispute between an employee and PGFG about matters arising under this enterprise agreement or the NES should be discussed at the first instance between the employee and the employee's Store Manager.
- (b) Step 2: If the matter is not settled the employee may raise the matter with the relevant Business Development Manager.
- (c) Step 3: If the matter is not settled the employee may raise the matter with Human Resources.
- (d) Step 4: If the matter still cannot be resolved the employee may refer the matter to FWA for conciliation and only after all reasonable attempts to settle the matter by conciliation have failed, for arbitration. If arbitration is necessary FWA may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. The decision of the member of FWA will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- (e) Until the dispute procedure is completed work as usual must continue in accordance with the status quo. No party will be prejudiced by this continuance of work.
- (f) Any party to a dispute may request that a person attend and represent them. This representative may be an official or delegate of the SDA.
- (g) The parties must co-operate to ensure these procedures are followed as quickly as reasonably practicable.

### **2.2      PGFG Dress Standard**

PGFG takes great pride in its professionalism. An extension of PGFG professionalism is the requirement that employees must always present themselves, for and during work, in a professional and business-like manner.

### **2.3      Mobility of Employment**

- (a) To cater for the changing needs of the business or to improve an employee's employment prospects or opportunities within the business, an employee may be required, where reasonable, to work in an alternative store to the store that is their primary work location.
- (b) Where an employee wants to work in a store, other than their primary work location, additional fare costs, travelling time and the Travel Allowance will not be payable.
- (c) Where no employee wants to work in another store PGFG may reasonably direct an employee to work in a store other than their primary work location. If so, the employee will be entitled to any additional fare costs for using public transport and be paid for additional travelling time. If public transport is not available and the employee uses their own vehicle the Travel Allowance will apply for any extra kilometres the employee is required to travel to the alternative store.
- (d) Each employee will have a primary work location designated by PGFG. This primary work location may only be changed where PGFG intends such change to be for more than 3 months duration.

### **2.4      Travel Allowance**

- (a) PGFG will reimburse any authorised travel costs incurred by employees for work purposes. Authorised travel is travel at the request of PGFG for the purposes of company business and is outside an employee's normal travel to and from work.
- (b) For motor vehicles the Travel Allowance will be 78 cents per kilometre.
- (c) For payment to be made relevant authorisation must be received from the employee's Store Manager prior to the travel.

## **2.5 Employee Development Meeting**

- (a) PGFG may, as required, hold Employee Development Meetings.
- (b) Employee Development Meetings include team training and team meetings.
- (c) All employees are expected to attend, as reasonably required, for Employee Development Meetings.
- (d) Payment for attendance will be paid at the employee's relevant ordinary rate of pay (not including Overtime) with a minimum 2 hour payment. If the meeting does not run for 2 hours an employee may be required to perform their normal retail duties as part of the 2 hours.

## **2.6 Flexible Work for Parents**

- (a) In accordance with the National Employment Standards, an employee who is a parent of a child under school age or has the responsibility for the care of a child under school age (or has the care of a person who is under 18 and who has a disability), may request PGFG for a change in their working arrangements for the purpose of assisting the employee to care for the child.
- (b) To be eligible an employee must have at least 12 months continuous service.
- (c) Requests from the employee need to be in writing. The only reason PGFG will not agree to the request is on reasonable business grounds. PGFG will provide a response to any request within 21 days and if PGFG is not in a position to agree to the request they will provide the employee an explanation of why in their response.

# **PART 3 Employment Categories**

## **3.1 Appointment**

- (a) Every employee will be advised in writing at the time of their appointment, or at the time of any change to the nature of their appointment:
  - (i) Whether they are a full time employee, a part time employee or a casual employee;
  - (ii) Their employee classification;
  - (iii) Their contract hours, if a part time employee;
  - (iv) That there may be a requirement to work in more than one PGFG store;
  - (v) Their agreed days and hours of availability; and
  - (vi) Any other specific terms of appointment.

## **3.2 Full Time Employees**

The ordinary hours for full time employees are 76 hours for a 2 week cycle.

## **3.3 Part Time Employee**

- (a) A part-time employee will be employed to work a range of between a minimum of 12 ordinary hours and less than 76 ordinary hours per 2 week cycle.
- (b) PGFG and a part time employee will agree to a set number of ordinary hours per 2 week cycle. PGFG and a part time employee may mutually agree to any temporary variation to the set number of ordinary hours from time-to-time (the 'varied hours').
- (c) A part time employee will be taken to have agreed to work additional ordinary hours (ie varied hours under clause (b) above), if:
  - (i) PGFG posts a roster that includes the varied hours and the part time employee attends work and performs those varied hours without informing their Store Manager within 4 days of the posting of the roster that they do not agree to work those varied hours; or
  - (ii) PGFG and the employee agree to vary an existing roster to include varied hours.
- (d) PGFG will not roster varied hours where the employee has indicated they do not want to work any varied hours.

- (e) Any work performed in excess of 76 hours in a 2 week cycle whether worked as ordinary hours or varied hours will be paid at the applicable overtime rate of pay. Payment for overtime worked outside the range of ordinary hours or varied hours will be made at the end of the employee's 2 week cycle.
- (f) A part time employee will receive on a pro rata basis equivalent pay and conditions to full time employees who perform the same work.
- (g) Where necessary and on the giving of 28 days notice PGFG retains the right to reduce a part time employee's contracted hours:
  - (iii) By up to 20% per year; or
  - (iv) In line with the Termination Change and Redundancy provision.

Part time employees who have had their hours reduced by PGFG will be given the first opportunity to work more hours when suitable hours become available in the store.

### **3.4 Casual Employees**

- (a) Casual employees are employees engaged as such and paid on an hourly basis.
- (b) The hourly rate of pay for casual employees is specified according to their Classification in the Wages and Classification part of this Agreement. This rate of pay includes a casual loading component of:
  - (i) 24% from commencement of the Enterprise Agreement to the start of the first full pay period in July 2014;
  - (ii) 25% from the first full pay period in July 2014.
- (c) Due to the casual loading, casual employees have no entitlement to the provisions contained in: annual leave and personal leave although a casual employee will be provided the following in accordance with the NES:
  - (i) Unpaid carers leave where an employee needs to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency; and
  - (ii) Unpaid compassionate leave if a member of an employee's immediate family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to their life, or passes away.

### **3.5 Maximum Term Employee**

- (a) A maximum term employee is one who is engaged in writing for a designated period of time.
- (b) A maximum term employee will receive on a pro rata basis equivalent pay and conditions to permanent employees who do the same work and the same ordinary hours.
- (c) At the conclusion of the maximum term, the employment of the maximum term employee will end with no notice of termination or payment in lieu of notice. In addition there will be no payment for any other compensation, apart from accrued but untaken leave entitlements.
- (d) An employee will not be employed on successive maximum term contracts to avoid being engaged as a permanent employee.

## PART 4 Wages and Classification

### 4.1 PGFG Sales Assistant

- (a) A PGFG Sales Assistant is an employee who is engaged as such and primarily employed in a retail role.
- (b) PGFG may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. Employees will take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.
- (c) The ordinary rates of pay for a Sales Assistant will be:

24 June 2013	Full time Employee Weekly Rate	Part Time Employee Hourly Rate	Casual Employee Hourly Rate
20 years & over (100%)	\$722.76	\$19.02	\$23.58
19 years (80%)	\$578.21	\$15.22	\$18.87
18 years (70%)	\$505.93	\$13.31	\$16.51
17 years (60%)	\$433.66	\$11.41	\$14.15
16 years & under (50%)	\$361.38	\$9.51	\$11.79

- (d) When a Sales Assistant is required to be in charge of a store for a continuous period of more than 1 hour, or open or close a store, they will be paid an in-charge allowance of 7% (plus penalties, if applicable) for time so worked. This does not apply where an employee is temporarily in charge during meal breaks.

### 4.2 Wage Increases

- (a) In the first full pay period in July 2014 the Enterprise Agreement wages will increase by the same percentage as the FWA 2014 annual wage review. PGFG will publish and circulate a revised wage table once FWA's decision is announced.
- (b) In the first full pay period in July 2015 the Enterprise Agreement wages will increase by the same percentage as the FWA 2015 annual wage review. PGFG will publish and circulate a revised wage table once FWA's decision is announced.

### 4.3 Superannuation

- (a) PGFG will provide superannuation to eligible employees in accordance with the Superannuation Guarantee Legislation (as amended) to the REST Superannuation Fund.
- (b) Superannuation contributions will be made monthly by PGFG.
- (c) It is the intention of the parties to this Agreement that the provision of superannuation benefits for eligible employees who are covered by this Agreement will be through these funds only and this Agreement will not be overridden by the requirements to provide employees with a choice of superannuation funds or the ability to "opt out" which was announced by the Federal Government in the 1997 Budget.
- (d) In respect of employee Superannuation contributions:
  - (i) An employee may make personal Superannuation contributions in addition to those made by PGFG.
  - (ii) The employee may either choose to make before or after tax contributions. If an employee chooses to make before tax contributions (i.e. salary sacrificing) this contribution may lead to a reduction in the employee's normal weekly pay to a maximum amount of the amount to be contributed by the employee.
  - (iii) An employee who wishes to make such additional Superannuation contributions must authorise PGFG in writing to pay into their applicable Fund in accordance with the REST Trust Deed Rules.
  - (iv) Upon receipt of written authorisation from the employee, PGFG will commence making these additional employee monthly payments into REST on behalf of the employee.
  - (v) An employee may vary the amount of his or her additional contributions only once each year by a written authorisation and PGFG will alter the additional employee contributions within 14 days of receipt of such authorisation.
  - (vi) Additional employee contributions requested must be expressed in whole dollars or as a percentage.



#### **4.4 Meal Allowance**

If an employee is required to work more than 1 hours overtime, without the employee being notified the day prior of the requirement, the employee will be entitled to a Meal Allowance of \$16.15. The meal allowance will increase in the first full pay period in July 2014 and July 2015 by the same percentage the Sales Assistant rates increase by.

## **PART 5 Hours of Work**

### **5.1 Permanent Employee Rostering and Working Hours Principles**

- (a) The permanent employee roster establishes the starting and finishing times and days of work that permanent employees will be required to perform their contracted hours in a 2 week rostering cycle.
- (b) A permanent employee's regular roster will not be subject to frequent variations.
- (c) The permanent employee roster will be posted a minimum of 7 days in advance of the 2 week cycle to which it relates.
- (d) One-off roster change: once the permanent employee's roster is set for a 2 week roster cycle a one-off change to the rostered hours can only occur:
  - (i) As mutually agreed; or
  - (ii) Following consultation with the employee and then on the giving of 4 days notice.
- (e) Change to a regular roster: a permanent employee's regular roster will only be changed after consultation with the employee concerned has taken place.
- (f) A one-off roster change will not be made to avoid the payment of Enterprise Agreement entitlements.
- (g) A copy of the rostered hours for permanent employees will be displayed in a prominent place in their PGFG store.
- (h) The PGFG permanent employee's working hours principles are:
  - (i) A full time employee will be rostered to work their ordinary hours each 2 week cycle;
  - (ii) A part time employee will be rostered to work their ordinary hours (and varied hours where applicable) each 2 week cycle;
  - (iii) No more than 9 hours work per day provided that on one day a week no more than 11 hours unless mutually agreed otherwise;
  - (iv) A minimum start of 5 consecutive hours for full time employees;
  - (v) A minimum start of 3 consecutive hours for part time employees except where the employee is covering breaks when a 2 hour minimum can apply;
  - (vi) No more than 1 start in a day for full time employees;
  - (vii) No more than 10 days if on a 2 week cycle;
  - (viii) No more than 6 consecutive days unless mutually agreed otherwise;
  - (ix) A 10 hour break between the completion of one day's work and the commencement of the next day's work.
  - (x) At least 2 consecutive days off in each week or 3 consecutive days off in a fortnight unless mutually agreed otherwise; and
  - (xi) One Sunday off per 2 week cycle or 2 Sundays off per month, unless mutually agreed otherwise.
- (i) Where a store does not open on Easter Sunday, an employee whose base roster covers the Sunday will be paid at their ordinary rate (not including penalties) for their normally rostered days.

### **5.2 Casual Employee Indicative Rostering and Working Hours Principles**

- (a) On a fortnightly basis PGFG will provide indicative starting and finishing times and days of work for casual employees.
- (b) A casual employee will be advised of changes, if any, to their indicative roster prior to the start of their shift and PGFG will endeavour to contact the employee and notify them of the change prior to their arrival at work.
- (c) A casual employee is to inform stores prior to posting of the indicative casual roster of any potential unavailability so this can be discussed and considered in the setting of the indicative roster.
- (d) If a casual employee is unable to work in accordance with their indicative roster they must call their store 24 hours prior to the indicative start time if unavailable, although in emergencies they must contact their store prior to their start time.

- (e) Once a casual employee commences work, changes to their indicative finish time can only occur via mutual agreement.
- (f) The PGFG casual employee working hours principles are:
  - (i) A casual employee may work a maximum 38 hours per week;
  - (ii) No more than 9 hours work per day provided that on one day a week no more than 11 hours unless mutually agreed otherwise;
  - (iii) A minimum start of 3 consecutive hours except where the employee is covering meal breaks when a 2 hour minimum can apply;
  - (iv) No more than 6 consecutive days unless mutually agreed otherwise; and
  - (v) A 10 hour break between the completion of 1 day's work and the commencement of the next day's work.

### 5.3 Two Starts in a Day

Part time employees and casual employees cannot be rostered for more than 1 start in a day unless mutually agreed and on the following understanding:

- (i) There is a 2-hour break between the completion of the 1<sup>st</sup> start and the commencement of the 2<sup>nd</sup> start;
- (ii) They cannot work more than 2 starts in any day;
- (iii) They will be rostered for a minimum of 2 hours on each of the 2 starts;
- (iv) They will not be rostered for more than 9 hours work per day provided that on one day a week no more than 11 hours unless mutually agreed otherwise; and
- (v) They can terminate the agreement to have 2 starts on the one shift on the giving of 7 days' written notice.

### 5.4 Stocktake

- (a) An employee may be reasonably required to work a Stocktake provided they have received at least 14 days' notice of the requirement.
- (b) At times of Stocktake the minimum hours for a shift for part time employees or casual employees is 2 hours.

### 5.5 Overtime

- (a) If an employee performs work outside the working hours principles they will be paid overtime.
- (b) PGFG may require an employee to work reasonable overtime at the overtime rates. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) Any risk to the employee's health and safety;
  - (ii) The employee's personal circumstances including any family responsibilities;
  - (iii) The needs of the workplace or enterprise;
  - (iv) The notice (if any) given by PGFG of the overtime and by the employee of their intention to refuse it; and
  - (v) Any other relevant matter.
- (c) Overtime is only payable if the approval of the Business Development Manager has been obtained prior to the commencement of the overtime.
- (d) Overtime will be paid and calculated at the following rates:
 

Monday to Saturday:	First 2 hours on a day at the rate of 150% of the employee's ordinary rate of pay and 200% thereafter for that day
Sunday:	200% of the employee's ordinary rate of pay
Public Holiday:	250% of the relevant permanent employee's ordinary rate of pay with a minimum of 3 hours work
- (e) If an employee is requested to work overtime, without having been notified the day prior of the requirement, after 10pm or before 6am and the employee does not have a safe form of transport, PGFG will arrange a safe form of transport at no cost to the employee. Employees may choose at any time to find their own way home.

## 5.6 Penalties

An employee performing work on the following days and times will be paid the following percentage of the relevant classification ordinary hourly rate of pay:

Penalty Rate Table

	<u>Permanent Team member</u>	<u>Casual Team Member*</u>
Monday to Friday – 7am to 10pm	100%	125% (124%)
Monday to Friday – Before 7am, After 10pm	130%	155% (154%)
Saturday – 7am to 7pm	100%	125% (124%)
Saturday – Before 7am, After 7pm	150%	175% (174%)
Sunday – 7am to 7pm	150%	175% (174%)
Sunday – Before 7am, After 7pm	200%	225% (224%)
Public holiday	250%	275% (274%)

\*Casual team member percentages include the casual loading of 25% paid to casual team members from the first full pay period in July 2014 and in brackets the casual loading of 24% paid to casual team members from commencement of the Enterprise Agreement to the start of the first full pay period in July 2014.

## 5.7 Breaks

(a) Paid Rest Break and Unpaid Meal Break entitlements are:

<b>Hours Worked</b>	<b>Paid Rest Break</b>	<b>Unpaid Meal Break</b>
4 hours and up to 5 hours:	10 minutes	none
More than 5 and up to 7 hours:	10 minutes	45 minutes to 60 minutes*
7 hours and up to 10 hours:	2 x 10 minutes	45 minutes to 60 minutes
More than 10 hours:	2 x 10 minutes	2 x 45 minutes to 60 minutes

\* If an employee elects they can work a shift of up to 6 hours without receiving the unpaid Meal Break.

Please note the unpaid Meal Break is not counted as time worked.

- (b) Breaks are to be taken as determined by PGFG but must be provided to employees in a meaningful way.
- (c) Breaks will not be taken within one hour of starting or finishing time.
- (d) By mutual agreement an employee may have a 30 minute Meal Break instead of a 45 minute or 60 minute Meal Break.
- (e) No employee will work more than 5 continuous hours without a Meal Break unless otherwise agreed.

## PART 6 Leave

### 6.1 Personal/Carers Leave

- (a) A permanent employee will be entitled to 10 days personal leave per annum accruing progressively on ordinary hours. (This equates to 76 hours for a full time employee and pro rata for a part time employee.)
- (b) Personal leave applies for sick leave and carers leave.
- (c) Permanent employees will also be entitled to use personal leave for pre-natal medical appointments and blood donor leave.
- (d) If an employee is taking personal leave they must contact their immediate manager prior to the commencement of the shift, where practicable to do so, and, as far as possible, outline the nature of the illness or injury and the estimated duration of the absence.
- (e) Employees are not entitled to be paid for their accumulated personal leave on termination.
- (f) Authorised personal leave, whether paid or unpaid, does not break an employee's continuity of service.
- (g) Personal leave absences will be paid at an equivalent amount per hour to the employee's ordinary rate of pay.

#### Sick Leave

- (h) Sick leave may be used when an employee is not well enough to work.
- (i) Where the employee is sick, PGFG may require evidence of the need for the leave via a medical certificate, dated at the time of absence, if it is reasonably practicable to do so, otherwise a statutory declaration, for:
  - (i) Absences in excess of 1 day;
  - (ii) On a public holiday; or
  - (iii) On a single day absence if it occurs either side of a non-working day.
- (j) Where an employee has a recurring pattern of sick leave, PGFG may counsel the employee and may require that such sick days be supported by evidence as reasonably required by PGFG.

#### Carers Leave

- (k) Carer's leave may be used when an employee needs to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency.
- (l) Where the employee is taking carer's leave, PGFG may require evidence of the need for the leave via a medical certificate if it is reasonably practicable to do so, otherwise a statutory declaration.
- (m) Unpaid carer's leave of 2 days per occasion is available to employees who have exhausted their accrued personal leave. Unpaid carer's leave can be taken as a single unbroken period of 2 days or as separate periods if mutually agreed.

### 6.2 Compassionate Leave

- (a) Upon the death of an immediate family member or a member of the employee's household, a permanent employee will be entitled to 3 days' paid compassionate leave. An employee will be entitled to an extra 2 days' paid compassionate leave where:
  - (i) The death is of a partner, parent or child (including step or foster child); or
  - (ii) The funeral of the immediate family member is interstate or overseas, and the employee is attending the funeral;Provided that the maximum amount of compassionate leave on any one occasion will be 5 days.
- (b) If a member of an employee's immediate family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to their life the employee will be entitled to 2 days' paid compassionate leave.
- (c) The employee may be required to provide reasonable evidence of the requirement to take compassionate leave.
- (d) Requests for compassionate leave for extended family members or extensions to the length of compassionate leave will be considered by Human Resources on a case- by-case basis.
- (e) Requests for compassionate leave for someone significant to the employee (other than a member of the employee's immediate family or household) will be considered by Human Resources on a case- by-case basis.

### 6.3 Annual Leave

- (a) Permanent employees will be entitled to 4 weeks' paid annual leave per annum accruing progressively on ordinary hours of work.
- (b) The taking of annual leave will be by mutual agreement, within a period not exceeding twelve months from the date it accrues. Annual leave may not be taken in December unless an employee has special exemption by the Business Development Manager or Divisional Manager to proceed on leave. PGFG will not unreasonably refuse any annual leave requests.
- (c) Annual leave payments will be made in the normal pay cycle as if the permanent employee had been working although an employee may elect to have their annual leave payments made in advance of the annual leave.
- (d) An employee may request, in writing, to cash out a particular portion of their annual leave. Annual leave will not be cashed out if it would result in the employee's remaining annual leave accruals being less than 4 weeks. Annual leave loading will be paid on any annual leave cashed out. Once annual leave is cashed out it will no longer be available as annual leave.
- (e) Annual leave loading of 17.5% will be paid on annual leave payments.
- (f) A gazetted public holiday will not be counted as a day of annual leave.
- (g) When considering requests for annual leave during school holidays, PGFG will have regard to those employees with children at school. This consideration will be given without affecting the needs of other employees.
- (h) Any accrued or pro rata annual leave and annual leave loading entitlement will be paid upon termination of employment.
- (i) PGFG may reasonably require an employee to take annual leave, by giving at least 4 weeks' notice, where:
  - (i) It is a part of a close-down of its operations; or
  - (ii) More than 8 weeks' leave is accrued.

### 6.4 Public Holidays

- (a) Public holiday work is voluntary provided:
  - (i) If there are not enough volunteers for PGFG operational requirements then PGFG will firstly approach casual employees to check their availability.
  - (ii) If there are not enough casual employees available then PGFG will approach permanent employees on a rotating basis.
  - (iii) PGFG will be mindful of the employee's family and individual reasons for not wishing to work on a particular public holiday.
- (b) PGFG will recognise the following listed public holidays:
  - (i) 10 common public holidays:

New Years Day	Good Friday	Easter Monday	Queens Birthday	Christmas Day
Australia Day	Easter Saturday	ANZAC Day	Labour Day	Boxing Day
  - (ii) Varying State public holidays:

Victoria:	Melbourne Cup Day (or alternative day as gazetted outside the Metropolitan Area)
Western Australia:	Foundation Day
Northern Territory:	Show Day as regionally observed
South Australia:	Adelaide Cup Day
ACT:	Canberra Day and Family & Community Day
NSW:	Easter Sunday and Regional Show Day where gazetted
Queensland:	Exhibition Day (or the appropriate Regional Show Day as gazetted)
Tasmania:	Show Day in lieu of Easter Saturday; and Hobart Regatta Day (south of Oatlands) or Recreation Day (where Hobart Regatta Day is not observed)
  - (iii) Any days that are gazetted or proclaimed by a State or Territory Government for a State, Territory or locality in addition to the PGFG recognised Public Holidays listed in this clause.

Public Holiday falling on a Non Working Day

- (c) Should any of the public holidays fall on a rostered non working day of a full time employee or a part time employee working 10 days per 2 week cycle the employee will receive another day off (the daily average of their working day over their cycle) in lieu thereof.
- (i) The replacement day is to be a mutually agreed day.
  - (ii) If the replacement day is not taken within 6 weeks it will be paid at the employee's ordinary rate of pay.
- Employees are not entitled to a day in lieu for:
- (i) Easter Saturday;
  - (ii) Anzac Day if it falls on the weekend and is not replaced by a gazetted weekday off; or
  - (iii) Any additional gazetted public holidays (clause 6.4)(b)(iii).
- (d) If a part time employee is working an alternate roster of less than 10 days per 2 week cycle, and the public holiday falls on a day they work as part of their alternate roster but are not rostered to work as part of their alternate roster, the employee will be provided a mutually agreed replacement day by PGFG or be paid an additional day at the daily average of their working day over their cycle.

**6.5 Long Service Leave**

Employees covered by this Enterprise Agreement will be entitled to long service leave on full pay, subject to, and in accordance with, the provisions of the employee's relevant state legislation or Commission order.

**6.6 Parental Leave**

- (a) Parental leave will be provided to relevant employees in accordance with the National Employment Standards.
- (b) An employee with 12 months or more continuous service will be entitled to access unpaid parental leave. Unpaid parental leave will be 18 months although an employee may request to extend their parental leave for a further period of up to 6 months.
- (c) Annual leave or long service leave owed to an employee can be taken as part of the employee's approved parental leave.
- (d) A casual employee will be entitled to parental leave provided that:
- (i) They are employed on a regular and systematic basis for an ongoing period of employment for at least 12 months immediately preceding when the employee proposes to proceed on parental leave; and
  - (ii) Have but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (e) A full time employee may request to return to work from the parental leave on a part time basis. PGFG will give genuine consideration to each request in accordance with its operational requirements.
- (f) An employee, returning to work after parental leave, will have due consideration given to their family responsibilities. This consideration will be given without affecting the needs of other employees.
- (g) Whilst on parental leave, as a primary care giver, a permanent employee may be employed by PGFG on a separate employment contract as a casual employee. This can only occur on PGFG receiving a written request from the employee concerned and on the understanding that the arrangement does not in any way impact on the employee's accruals, entitlements or permanent employment contract unless PGFG terminates the contract of employment due to misconduct reasons. PGFG will offer hours of work to such an employee subject to the normal principles of a casual engagement and PGFG operational requirements. A permanent employee on parental leave may not work on a separate casual contract during that period where the employee is receiving the government parental leave payment.

## **6.7 Community Service Leave**

- (a) An employee who engages in an 'eligible community service' is entitled to be absent from employment to engage in the activity plus reasonable travel time associated with the activity and reasonable rest time following the activity.
- (b) 'Eligible community service' includes:
  - (i) Jury service;
  - (ii) Voluntary emergency management activity\*; or
  - (iii) Any activity prescribed by the regulations to the Fair Work Act.

\*This includes an activity that involves 'dealing with an emergency or a natural disaster'; and the activity is voluntary; and the employee is a member of the recognised management body; and the employee was requested to engage in the activity (or it was reasonable for them to assume a request would be made).

- (c) An employee must provide PGFG notice of the leave as soon as practicable including notification of the expected period of the leave. PGFG may require an employee to provide them reasonable evidence they have been engaging in an eligible community service activity.
- (d) Employees will not be paid for community service leave except for Jury Service where an employee will be paid.
- (e) For jury service:
  - (i) PGFG may require the employee to provide reasonable evidence the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled (even if it is nil).
  - (ii) An employee is not entitled to be paid for jury service unless, where requested, the employee provides evidence. If the employee provides the evidence the total amount payable is reduced by the total amount of jury service pay.
  - (iii) While on Jury Service, an employee will not be required to attend work until the completion of the jury service.
  - (iv) An employee on a roster including weekend work, will be given time off without loss of pay so that the combination of consecutive jury and work days does not exceed 5 days per week.

## **6.8 Natural Disaster Leave**

- (a) Where a yellow alert is announced for cyclones or flooding, earth quake and bush fires occur or are imminent, employees with children will be allowed to leave work to care for their children sent home from school.
- (b) An employee is to receive up to 2 days paid leave if there is a reasonable and justified reason that an employee is unable to attend work due to a natural disaster.

## **6.9 Unpaid Leave**

Where a permanent employee applies for and is granted a period of approved unpaid leave of absence of one week's duration or more, all entitlements to annual leave or long service leave will be frozen from the date of commencing the unpaid leave to the date of returning from the unpaid leave. Approved unpaid leave does not break the continuity of service for that employee.

## PART 7 Conditions of Employment

### 7.1 Termination of Employment

- (a) Every permanent employee will be engaged on a weekly basis.
- (b) PGFG will provide the following notice of termination of employment to permanent employees:

Employees Continuous Service	Period of Notice
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

- (c) Any employee who is guilty of serious misconduct may be instantly dismissed and will only be paid up to the time of dismissal.
- (d) An employee over 45 years of age is entitled to 1 extra week's notice if the employee has completed at least 2 years of continuous service.
- (e) Payment in lieu of notice will be paid at the employee's ordinary rate of pay if the appropriate notice period or part thereof is not given.
- (f) The notice of termination due to resignation required to be given by an employee to PGFG is one week.
- (g) If an employee fails to give notice, PGFG will have the right to withhold moneys due to the employee. The maximum amount to be held is the employee's ordinary rate of pay for the period of notice.
- (h) PGFG will, when requested, provide to the employee a written statement specifying the period of employment and the classification of, or the type of work performed by the employee.

### 7.2 Payment of Wages

- (a) Wages will be paid weekly, in arrears, by way of Electronic Funds Transfer.
- (b) PGFG may elect to move from weekly wage payments to fortnightly wage payments in arrears on the giving of 3 months notice.
- (c) Termination payments will be made by way of Electronic Funds Transfer within 4 days of the end of the termination pay period.
- (d) The pay week will be Monday to Sunday.

### 7.3 Termination, Change and Redundancy

- (a) PGFG will adhere to the Termination Change and Redundancy standards as set by the National Employment Standards.
- (b) Major Change applies where PGFG has made a definite decision to introduce major changes that are likely to have significant effects on employees. This may result from:
  - (i) Major changes in PGFG or PGFG structure
  - (ii) Changes in technology
  - (iii) Economic recession

### 7.4 Abandonment of Employment

- (a) If an employee is absent from work for 3 consecutive shifts without notifying PGFG or without the consent of PGFG, PGFG will be entitled to assume the employee has abandoned his or her employment.
- (b) Abandonment of employment may lead to termination although prior to termination of employment PGFG will take all reasonable steps to contact the employee in order to try to establish whether the employee has a legitimate explanation for his or her absence.



## 7.5 Suspension of Employment

- (a) If on reasonable grounds PGFG suspects that an employee has been involved in serious misconduct PGFG may, if an investigation is required, suspend the employee on full pay in order that PGFG can properly investigate the alleged serious misconduct. No suspension will take place without the approval of the Divisional Manager or Human Resources.
- (b) If an employee is suspended the employee is not to attend or contact any PGFG workplace during the investigation without the consent of the Divisional Manager or Human Resources. This consent will not be unreasonably denied in instances where the employee needs to contact other employees to assist in the preparation of their response to the alleged serious misconduct.

## 7.6 Savings Provision

### Sundays

- (a) If an employee employed prior to the commencement of this Enterprise Agreement had a right to voluntary Sunday work and does not work regular Sundays the employee will retain this right.
- (b) Where Sunday trading has not been introduced in a region and is introduced, then employees employed in the region at the time of the introduction of Sunday trading will only be required to work Sundays on a voluntary basis.

### District Allowance

- (c) An employee, employed prior to the approval of the PGFG Enterprise Agreement 2013, who is receiving a district allowance for working in one of the below listed districts will continue to receive the nominated weekly district allowance (pro rata hourly amount for part time team members and casual team members):

Carnarvon, WA - \$15.30	Esperance, WA - \$5.50	Kalgoorlie, WA - \$7.90
Newman, WA - \$17.90	Alice Springs, NT- \$9.40	Darwin, NT - \$16.60
Katherine, NT - \$16.60		

### Lunch Relief

- (d) A part time employee engaged at or prior to 1 March 1999 employed to do lunch time relief of 3 hours, will not, unless by agreement, have the shift replaced by a broken shift each of 2 hours or a lunch time shift of 2 hours.
- (e) A casual employee employed prior to the FWA approval of the PGFG Stores Union Collective Agreement Enterprise 2009 will retain the 3 hour daily minimum engagement for the purposes of lunch time relief.

### New South Wales Melbourne Cup Day

- (f) Permanent employees in New South Wales will be entitled to an additional holiday without loss of pay on Melbourne Cup Day. Where a permanent employee volunteers to work on this day, the employee will be paid at the ordinary rate of pay, unless overtime rates apply, in addition to another day off without loss of pay. Such alternate day will be given and taken not later than 28 days after the nominated day, or on a day in January. Such day will be mutually agreed between PGFG and the employee. Where in extenuating circumstances the day is not taken as a day off it will be added to the employee's annual leave accrual (including if not taken prior to an employee's termination).

## PART 8 Agreement Acceptance

Signed for and on behalf of PGFG:

 (Signature)

30/5/13 (Date)

Rowan Webb

CEO of PGFG

Address: 750 Princes Highway, Tempe, NSW

Position: CEO of PGFG, who is duly authorised to sign this enterprise agreement on behalf of the company

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

 (Signature)

30/5/13 (Date)

Joe de Bruyn

National Secretary

Address: Level 8, 53 Queen Street, Melbourne, Victoria, 3000

Position: National Secretary of the Shop, Distributive and Allied Employees' Association, who is duly authorised to sign this enterprise agreement pursuant to the rules of the Shop, Distributive and Allied Employees' Association

## 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.

## Schedule 2.3 Model consultation term

(regulation 2.09)

### Model consultation term

- (1) This term applies if:
  - (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (b) the change is likely to have a significant effect on employees of the enterprise.
- (2) The employer must notify the relevant employees of the decision to introduce the major change.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.
- (10) In this term, ***relevant employees*** means the employees who may be affected by the major change.