



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Prouds Jewellers Pty Ltd
(AG2011/10552)

PROUDS RETAIL EMPLOYEES ENTERPRISE AGREEMENT 2011

Retail industry

SENIOR DEPUTY PRESIDENT KAUFMAN

SYDNEY, 28 JULY 2011

Application for approval of the Prouds Retail Employees Enterprise Agreement 2011.

[1] An application has been made for approval of a single-enterprise agreement known as the *Prouds Retail Employees Enterprise Agreement 2011* (the Agreement). The application was made by Prouds Jewellers Pty Ltd pursuant to s.185 of the *Fair Work Act 2009* (the Act).

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as is relevant to this application for approval has been met.

[3] 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 to be covered by the Agreement. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 August 2011. The nominal expiry date of the Agreement is 28 July 2015.



SENIOR DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code J, AE887146 PR512651>



**PROUDS
RETAIL EMPLOYEES
ENTERPRISE AGREEMENT 2011**

CONTENTS

1.	TITLE	4
2.	PARTIES	4
3.	DEFINITIONS	4
4.	DATE THIS AGREEMENT STARTS AND FINISHES	5
5.	RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS	5
6.	OBJECTIVES AND PRINCIPLES	6
7.	NO EXTRA CLAIMS	6
8.	EQUAL OPPORTUNITIES	7
9.	POLICIES & PROCEDURES	7
10.	ENGAGEMENT	8
11.	APPROVED TRAINEES	8
12.	EMPLOYMENT STATUS	8
13.	FULL TIME EMPLOYEES	8
14.	PART TIME EMPLOYEES	9
15.	CASUAL EMPLOYEES	10
16.	HOURS OF WORK	10
17.	ROSTERS	11
18.	OVERTIME	11
19.	TIME IN LIEU	12
20.	SUNDAY WORK	13
21.	LATE NIGHT WORK	13
22.	MEAL BREAKS	13
23.	WAGES	14
24.	FIRST AID OFFICER	16
25.	KEY HOLDER ALLOWANCE	16
26.	TRAVELLING ALLOWANCE	16
27.	HIGHER DUTIES ALLOWANCE	16
28.	MEAL ALLOWANCE	17
29.	SAVINGS PROVISIONS	17
30.	PAYMENT OF WAGES	17
31.	BONUSES	17
32.	SUPERANNUATION	18
33.	ANNUAL LEAVE	19
34.	PUBLIC HOLIDAYS	21
35.	LONG SERVICE LEAVE	23
36.	PERSONAL/CARER'S LEAVE	23
37.	ATTENDANCE BONUS	26
38.	COMPASSIONATE LEAVE	27
39.	COMMUNITY SERVICE LEAVE	28
40.	PARENTAL LEAVE	30
41.	PRENATAL LEAVE	30
42.	UNPAID LEAVE	31
43.	NOTICE OF TERMINATION	32
44.	STATEMENT OF SERVICE	33
45.	REDUNDANCY	33

46.	ABANDONMENT OF EMPLOYMENT	36
47.	TRANSFERS	36
48.	DRESS STANDARDS	36
49.	SAFE TRANSPORT HOME	37
50.	STAFF MEETING AND TRAINING SESSIONS	37
51.	FLEXIBILITY	37
52.	DISPUTE RESOLUTION	39
53.	CONSULTATION	40
<u>APPENDICES</u>		
1.	WAGES AND CLASSIFICATIONS	44

ENTERPRISE AGREEMENT

PART 1 - PRELIMINARY

1. TITLE

- 1.1 This Agreement will be known as the Prouds Retail Employees Enterprise Agreement 2011.

2. PARTIES

- 2.1 Prouds Jewellers Pty Ltd (ACN 073 053 273) of 12 - 28 Parramatta Road, Summer Hill, New South Wales 2130 (the Company); and
- 2.2 Employees of Prouds Jewellers Pty Ltd as defined in clause 3.

3. DEFINITIONS

For the purpose of this Agreement:

Casual Employee means any Employee engaged as such by the Company from time to time.

Employee means any person employed by the Company in the classifications set out in Appendix 1 to this agreement as a retail employee working in a retail store owned by Prouds Jewellers Pty Ltd and its subsidiaries, including those operated by Angus & Coote Pty Ltd or Goldmark Jewellers Pty Ltd.

Full time Employee means any permanent Employee engaged to work an average of 76 ordinary hours of work per fortnight.

FW Act means the *Fair Work Act 2009 (Cth)*.

Modern Retail Award means the General Retail Industry Award 2010.

Mutual Agreement means agreement between the Employee and the Company and is evidenced by the Employee scanning into, and out of, the Company's time keeping system at the commencement and finish of a shift where that shift operates as a non-permanent variation of a part time or full time Employee's regular pattern of work or roster.

Normal rate of pay means the rate of pay for Ordinary hours set out in Appendix 1 to this Agreement.

Ordinary hours means the hours set out in clause 16 of this Agreement.

Part time Employee means any permanent Employee engaged on a part time basis to work a regular pattern of hours of less than 76 hours per fortnight.

"Week" and "Pay week" is a week running from Monday to Sunday.

Status of employee includes classification as a Full-time, Part-time or Casual Employee.

Superannuation Guarantee legislation means the *Superannuation Guarantee Charge Act 1992 (Cth)* and the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

4. DATE THIS AGREEMENT STARTS AND FINISHES

- 4.1 This Agreement will take effect 7 days from the date on which Fair Work Australia approves it. ("**Commencement Date**").
- 4.2 This Agreement shall remain in force for a period of 4 years from the date on which Fair Work Australia approves the Agreement unless varied or terminated in accordance with the Act.
- 4.3 After the nominal expiry date this Agreement will continue to operate until it is replaced by a new agreement or unless it is terminated in accordance with the FW Act.

5. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

- 5.1 This is a comprehensive agreement which replaces and operates to the exclusion of any other award or previous agreement with respect to the Employees, including but not limited to:

- (a) The *General Retail Industry Award 2010*; and

- (b) The *Prouds Retail Employees Collective Agreement 2006*.

5.2 This Agreement applies subject to the FW Act. Any part of this Agreement which is, or becomes, inconsistent with the FW Act will be of no effect to the extent of the inconsistency.

6. OBJECTIVES AND PRINCIPLES

6.1 The objectives of this Agreement are to ensure that:

- (a) the Company's retail stores provide the most enjoyable shopping experience possible for the Company's customers by providing friendly, informed and attentive service;
- (b) the Company standards are higher than its competitors;
- (c) employees conduct themselves in accordance with the Company's values and show a commitment to achieving fair, open and honest relationships with customers and other employees; and
- (d) opportunities are maintained for Employees to prosper in the workplace.

6.2 To achieve these objectives, the Company aims to ensure that:

- (a) its terms and conditions of employment reflect and are specific to the needs of its Employees;
- (b) the Company provides a healthy and safe work environment;
- (c) the Company supports the professional development and recognition of its Employees and provides them with the opportunity to develop their skills in service excellence;
- (d) Employees maintain acceptable standards of work, behaviour, dress and safety; and
- (e) the principles of fairness, justice and equal opportunity and the right to work in an environment free from harassment and discrimination in employment are promoted and practiced at all times.

7. NO EXTRA CLAIMS

7.1 For the nominal term of this Agreement, the persons covered by this Agreement will not:

- (a) pursue any extra claims for any benefit or entitlement relating to a matter that is a permitted matter in relation to an enterprise agreement for the purposes of the FW Act, whether by way of statutory, common law or other form of claim; or
- (b) take industrial action in support of such extra claim(s).

8. EQUAL OPPORTUNITIES

- 8.1 The Company is an equal opportunity employer. No Employee will receive less favourable treatment on the grounds of race, colour, religion, ethnic or national origin, sex, sexual preference, age, marital status, family responsibilities, pregnancy, political opinion or mental or physical disability.

9. POLICIES & PROCEDURES

- 9.1 The Company's policies and procedures, as determined and amended by the Company from time to time, support this Agreement. These policies do not form apart of this Agreement.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

10. ENGAGEMENT

- 10.1 At the time of engagement, the Company shall specify in writing whether an Employee's engagement is on a full-time, part-time or casual basis. Employees will also be advised of their rate of pay, their classification, that they are on probation, and any other specific terms of their appointment. The nature of an Employee's status may change subsequently by agreement between the Employee and the Company.
- 10.2 On engagement all Employees will also be provided with a copy of the Employee Handbook, although that Handbook does not form part of this Agreement.

11. APPROVED TRAINEES

- 11.1 Should the Company employ a trainee in accordance with a training package approved by a relevant State, Territory or National Training Authority, the trainee will, be employed under the terms and conditions of this Agreement and will be paid in accordance with the applicable wage rate contained in Appendix 1 of this Agreement.

12. EMPLOYMENT STATUS

- 12.1 Employees may be engaged on a:
- (a) permanent basis; or
 - (b) casual basis.
- 12.2 Permanent Employees may be engaged on a full-time or part-time basis.
- 12.3 Casual Employees may be engaged and employed from time to time on an hourly basis to meet the needs of the Company's business. Shifts may be rostered regularly or on an intermittent basis. In either case, each shift will stand alone.

13. FULL TIME EMPLOYEES

- 13.1 Full Time Employees

- (a) Full time employment means employment for 76 hours per fortnight.
- (b) A Full time Employee may not be rostered to work for less than 5 consecutive hours per day.

13.2 A full time Employee will be rostered so that they:

- (a) work no more than 10 starts per fortnight;
- (b) work no more than 10.5 hours on any day (excluding unpaid breaks);
- (c) work on no more than 5 consecutive days (unless the employee is working a roster in which they work 6 days in one week of their fortnightly cycle and 4 days in the other week);
- (d) receive at least 2 consecutive days off in each week, or three days off in a fortnight (unless the Employee has requested in writing to only have single days off); and
- (e) receive at least one full weekend off each 4 weeks unless they request to work each weekend.

14. PART TIME EMPLOYEES

14.1 Part time employment means permanent employment for less than 76 hours per fortnight.

14.2 The ordinary hours of work, exclusive of meal breaks, will be at least 3 hours per day and will be less than 76 hours per fortnight.

14.3 Part time Employees shall be paid an hourly rate equal to the weekly rate of a full time Employee divided by 38.

14.4 Part time Employees shall receive payment for wages, annual leave, sick leave, and long service leave, on a pro rata basis of their hours worked.

14.5 Part time employees will be advised, upon commencement, of their pattern of work, specifying the number of hours to be worked each day, the days of the week on which they will work and the start and finish times on those days. Any permanent variation to the hours or pattern of work will be made in writing before

the variation occurs and after consultation with the Employee concerned. Non-permanent variations to the pattern of work need not be in writing and will be made by Mutual Agreement.

14.6 Part time Employees' core hours of work per fortnight shall be established on engagement. However, where necessary the Company retains the right to decrease a part-time Employee's core hours by up to 20% per year or by mutual agreement with the Employee.

14.7 Both the Employee concerned and the Company will try to satisfy any need for an increase or decrease in the hours worked per fortnight, or the pattern of hours worked, as a means of achieving a balance between business needs and the personal needs of the Employee. Any required variation will take into account the personal needs of the Employee balanced against the operational requirements of the Company and its customers.

15. CASUAL EMPLOYEES

15.1 A casual Employee shall be paid an hourly rate equal to the appropriate weekly rate of a Full time Employee working in the same position divided by 38, plus a loading of 20% in lieu of leave and other entitlements. From the first pay period on or after 1 June 2013 the casual loading will increase to 22%.

15.2 The ordinary hours of work, exclusive of meal breaks and training, will be a minimum of 3 consecutive hours per day.

16. HOURS OF WORK

Ordinary hours of work

16.1 Other than specified in clause 16.2, ordinary hours of work shall not exceed 76 hours per fortnight, and will fall within the following starting and finishing times:

(a) 7.00am to 9.30pm Monday to Saturday

(b) 8.00am to 5.30pm Sunday.

Ordinary hours of work for Christmas Trading

16.2 Ordinary hours of work for the 2 weeks prior to Christmas shall not exceed 76 hours per fortnight, and will fall within the following starting and finishing times:

(a) 7.00am to 9.30pm Monday to Saturday;

- (b) 8.00am to 6.00pm Sunday; or
- (c) If the store in which an employee works is located in a Shopping Centre where, in the 2 weeks prior to Christmas, trading hours extend beyond those set out in clauses 16.2(a) and (b), all hours worked during that period, including one hour each side of the opening and closing hours of the store will be treated as ordinary hours. If, however, those hours fall within the definition of overtime as set out in clauses 18.2 or 18.3 they will be treated as overtime.

Reasonable Additional Hours

- 16.3 An Employee may be required to work such reasonable additional hours as the Company determines, taking into account the operational requirements of the business and the personal circumstances of the Employee, as well as the circumstances in which the request is made.

17. ROSTERS

- 17.1 The Company will draw up at least a 14-day roster in advance of the roster period. Subject to Employee availability, changes to the roster for Part time and Casual Employees may occur with 24 hours' notice or by Mutual Agreement. Once a roster is posted, roster changes for Full time Employees can only be made by Mutual Agreement.
- 17.2 A copy of the roster shall be posted in a conspicuous place on the Company's premises.
- 17.3 When establishing or changing rosters, the Company will consider and consult with Employees on their reasonable availability.

18. OVERTIME

- 18.1 The Company may require Employees, other than casual Employees, to work reasonable overtime at appropriate overtime rates as prescribed by this clause.
- 18.2 A full time Employee shall be paid overtime if they perform work:
 - (a) outside the provisions of clause 13.2;
 - (b) in excess of 76 hours per fortnight;

(c) outside the ordinary starting and finishing times as prescribed by clause 16.1 or 16.2; or

(d) where an Employee has not had a break of at least 8 hours between the ceasing of work on one day and the commencement of work on the following day.

18.3 A part time Employee shall be paid overtime if they perform work:

(a) in excess of 76 hours per fortnight;

(b) in excess of 10.5 hours per day;

(c) outside the ordinary starting and finishing times as prescribed by clause 16.1 or 16.2.

18.4 Overtime rates will be paid at the rate of 150% of the Employees' ordinary rate of pay for the first 3 hours on each day that overtime is incurred and 200% thereafter.

18.5 An Employee may specifically request to work overtime hours when extra work is available. This request should be made in writing. The Company will only agree to the request if it meets their operational requirements.

18.6 Casual employees are not entitled to overtime.

19. TIME IN LIEU

19.1 Notwithstanding anything contained in clause 18 (Overtime), the Company and an Employee may agree that time off with pay may be paid in lieu of payment for overtime. Time off shall be allowed at an equivalent hourly amount to the overtime rate.

19.2 Where time in lieu arrangements are agreed to, the Employee and their Manager must agree on a time for the Employee to take the time in lieu, which commences within 6 weeks of the overtime having been worked, unless otherwise agreed.

19.3 Where the time in lieu has not been taken within 6 weeks of the overtime being worked, the Company will pay the Employee for the overtime, unless otherwise agreed by the Company and the Employee concerned.

20. SUNDAY WORK

- 20.1** If work is performed on a Sunday, an Employee shall be paid 150% of their ordinary rate of pay for each hour worked on this day. Such work will form part of the Employee's normal fortnightly cycle hours.
- 20.2** If hours worked on Sunday are overtime, as described in clause 18 above, the Employee will be paid the prescribed overtime rates for the hours so worked.

21. LATE NIGHT WORK

- 21.1** If an Employee is required to work between the hours of 9.30pm and 7am they are entitled to receive 150% of their normal rate of pay for each hour worked between those hours. Such work may form part of the employees normal fortnightly cycle hours.
- 21.2** If hours are worked under subclause 21.1 as overtime, as set out in clause 18, the Employee will be paid overtime rates for those hours so worked.

22. MEAL BREAKS

- 22.1** Paid Rest Break and Unpaid Meal Break entitlements for each day worked are:

	Paid Rest Break	Unpaid Meal Break
At least 4 hours and up to 5 hours	10 minutes	None
More than 5 hours and up to 7 hours	10 minutes	30 minutes
More than 7 hours and up to 10 hours	2 x 10 minutes	45 minutes to 60 minutes
More than 10 hours	2 x 10 minutes	45 minutes to 60 minutes*

*If an Employee works more than 10 hours in a day they will be entitled on request to a second unpaid Meal Break of 30 minutes.

- 22.2** An Employee may agree to a 30 minute unpaid meal break.

- 22.3 If an Employee is required to work more than two hours overtime they will be entitled to a second unpaid Meal Break of 30 minutes.
- 22.4 Employees will not be required or permitted to work for more than 5 continuous hours without an unpaid meal break unless otherwise agreed.
- 22.5 Rest and meal breaks will be taken at times to suit the convenience of the Company and so as not to interfere with the continuity of work or the needs of customers.
- 22.6 An Employee cannot be required to take a meal break within one hour of commencing or ceasing work.

23. WAGES

- 23.1 During the term of this Agreement, the rates of pay set out in Appendix 1 will be the minimum payable to adult Employees.
- 23.2 An Employee under the age of 21 shall receive the below listed percentages of the relevant classification:

Age	Percentage of Classification
16 years & under	50%
17 years	60%
18 years	70%
19 years	80%
20 years	90%

- 23.3 The wage increases in Appendix 1 will be paid from the first full pay period on or after the date specified.
- 23.4 The wage and penalty rates set out in Appendix 1 are inclusive of any wage increase or determination of Fair Work Australia to rates of pay and of any rate of pay or loading prescribed in the Modern Retail Award during the period of this Agreement. However should the minimum wages in the Modern Retail Award exceed the wages set out in Appendix 1, the Company shall ensure that Employees wages do not fall below the rates of pay prescribed in the Modern Retail Award.
- 23.5 The Employees acknowledge and agree that this Agreement is intended to cover all matters pertaining to wages and conditions of employment, and claims about those matters, that could be included in a Enterprise Agreement whether or not any such

matter or claim is specifically identified within this agreement. No claims about matters that could be included in a Enterprise Agreement shall be made by the Employees prior to the nominal expiry date of this Agreement.

- 23.6 For the avoidance of doubt, it is agreed that up to the nominal expiry date of this Agreement neither the Employees nor any union will engage in or seek to engage in protected action under the FW Act in relation to performance of any work covered by this Agreement or the employment of the Employees whose employment is subject to this Agreement.

PART 3 - ALLOWANCES

24. FIRST AID OFFICER

- 24.1 Any Employee appointed to act as a First Aid Officer will receive a weekly allowance of \$12.

25. KEY HOLDER ALLOWANCE

- 25.1 A weekly allowance of \$20 will be paid to Employees who have been appointed in writing by their Store Manager to perform Key Holder Duties in a store. The allowance is only paid whilst the Employee is holding the position of a nominated key holder and performs at least one of the functions outlined in clause 25.2 during a particular week. The allowance will not be paid to those holding a 3IC position.
- 25.2 For the purpose of this clause "Key Holder Duties" means opening and/or closing a store and attending to after hours calls or enquiries.

26. TRAVELLING ALLOWANCE

- 26.1 The Company shall reimburse any travel costs authorised in advance and incurred by Employees, outside of travelling to and from work, where the employee is required to use their own vehicle for work purposes at the rate of \$0.74 cents per kilometre.

27. HIGHER DUTIES ALLOWANCE

- 27.1 Where the Company has appointed an Employee to temporarily perform duties at a higher classification than their ordinary classification they will be paid at the rate applicable to that higher classification for the days or shifts for which they are appointed.
- 27.2 Where the Company has temporarily appointed an Employee to perform duties at a classification that is not covered by this agreement they will be paid a higher duties allowance for that day or shift in accordance with clause 3 of Appendix 1 of this agreement. Only 3ICs will be appointed to classifications that are not covered by this agreement.

28. MEAL ALLOWANCE

- 28.1 If an Employee is required to work more than one hour's overtime, without being notified 24 hours prior to the start of their shift, the Employee will be entitled to a Meal Allowance of \$15.27.

29. SAVINGS PROVISIONS

- 29.1 No Employee employed by the Company prior to the date of commencement of this Agreement will receive less than their current hourly rate of pay. This hourly rate of pay will be saved until such time as the rate of pay in Appendix 1 is a higher rate.
- 29.2 The provisions of sub-clause 29.1 will not apply where an Employee by written agreement with the Company moves from one classification to another classification.

30. PAYMENT OF WAGES

- 30.1 Wages shall be paid to Employees fortnightly in arrears by way of Electronic Funds Transfer. Payment will be made on the same day on each fortnight unless a public holiday occurs on that day. This payment will be based on the actual hours worked plus any extra payments incurred by the Employee.
- 30.2 Each Employee will be supplied with a pay slip setting out details of the amount of wages earned, including any overtime, penalties, allowances and deductions made and the net amount.
- 30.3 Each Employee must nominate a bank account into which their wages will be paid and will provide the Company with the necessary details and authority so as to enable the Company to pay the Employee's wages by Electronic Funds Transfer.
- 30.4 Where an Employee has received payments from the Company in error the employee should make an attempt to repay the money. The Company may recover any over-payments by way of a deduction from the Employee's future pay at a reasonable rate and only after discussion with the employee.

31. BONUSES

- 31.1 Employees may be entitled to participate in the Company's bonus scheme, as notified by the Company from time to time. Any

payments under such a scheme are subject to the Employee's compliance with the terms and conditions of the scheme and are at the absolute discretion of the Company. The scheme does not form part of this Agreement and any such payments do not form part of the employee's ordinary earnings for the purpose of calculating other entitlements including payment in lieu of notice or leave entitlements.

- 31.2 The Company will use its best endeavours to ensure Store bonuses are paid within two months to Employees still employed by the Company at the actual time of payment.

32. SUPERANNUATION

- 32.1 The Company shall make superannuation contributions to REST (or any successor fund) on behalf of each eligible Employee the amount required to avoid potential liability for the superannuation guarantee charge under the Superannuation Guarantee legislation.
- 32.2 For the purpose of this clause an eligible Employee is an employee of the Company covered by this Agreement who earns \$450 or more in salary and wages (as defined in the Superannuation Guarantee legislation) in any month.
- 32.3 REST (or any successor fund) is the only fund that the Company will make superannuation contributions to on behalf of Employees covered by this Agreement. An Employee will not be able to exercise choice of fund under the Superannuation Guarantee legislation in respect of any superannuation contributions required to be made by the Company on behalf of an Employee covered by this Agreement.

PART 4 - LEAVE

33. ANNUAL LEAVE

- 33.1 The provisions relating to annual leave and how and when an employee may take annual leave will be in accordance with the National Employment Standards (NES) in the FW Act and this clause 33. This clause summarises the basic NES entitlement and also includes terms that are ancillary or incidental to the NES entitlement and terms that supplement the NES entitlement. These ancillary, incidental and supplementary terms only operate to the extent that the effect of those terms is not detrimental to an employee in any respect when compared with the NES.
- 33.2 The NES currently provides for 4 weeks of paid annual leave (for employees other than casual employees), or 5 weeks for NES Shiftworkers, which accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. If an employee's employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave up to when the employment ends.
- 33.3 Part-time Employees shall receive a pro-rata entitlement to annual leave based on actual hours worked. In determining the amount of accrued leave to be deducted, leave will be calculated at a rate of the average number of hours worked per week over the preceding 8 weeks of employment (excluding December). For example, if an Employee has worked an average of 25 weekly hours over the preceding 8 week period, the Employee will receive 25 hours normal pay for each week of annual leave. For the leave requested in January and February the average will be taken over the months of October and November so as not to disadvantage those Employees who work additional hours over the busy Christmas period.
- 33.4 Casual Employees are not entitled to receive paid annual leave.
- 33.5 Timing
- (a) Where reasonable, an Employee may be directed by the Company to take annual leave upon giving not less than 2 weeks' notice.
 - (b) Employees are encouraged to take annual leave entitlements within 24 months after they become due. Where reasonable, an Employee may be directed by the company to take their accrued annual leave if they have

not done so within 24 months after the leave has become due.

(c) Annual leave will generally not be granted during the following periods unless individual circumstances warrant it:

(i) in the 8 weeks prior to, and 1 week after, Christmas:

(ii) in the two weeks prior to, and including, Mother's Day;

(iii) during the Company's stock-take periods.

33.6 Annual Leave Loading

(a) Annual leave loading will not be paid under this agreement.

33.7 Annual Leave and Public Holidays

(a) Where any Public Holiday for which an Employee is entitled to payment under this agreement occurs during any period of annual leave taken by the Employee under this clause, the period of annual leave will be increased by one day in respect of that Public Holiday.

33.8 Cashing out of Annual Leave

(a) An Employee can, with the written consent of the Company, "cash-out" an amount of their accrued Annual Leave entitlements in any year (pro rated for part time employees) subject to the following:

- Any cashed-in leave will be paid at the Employee's basic rate of pay identified in Appendix 1 and shall not be less than the amount the Employee would have been paid had the Employee taken the leave instead of cashing it out.
- The Company and the Employee must not agree to the Employee cashing out an amount of paid annual leave if the agreement would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

- All requests under this clause must be received in writing by 15 September each year and must be approved by the Company in writing before the Employee is entitled to cash out their annual leave.
- (b) "Cashing -out" of annual leave entitlements is not available to the extent that worker's compensation legislation applies which does not authorise the taking of annual leave.
- (c) The Company acknowledges the benefits of annual leave in that it allows employees time for rest and recreation.

33.9 Payment on Termination of Employment

- (a) Any due accrued annual leave entitlement will be paid upon termination of employment.
- (b) A permanent Employee who changes to casual employment will be paid their accrued annual leave prior to the change of employment status.

34. PUBLIC HOLIDAYS

34.1 Recognised Public Holidays

- (a) Public Holiday work for Employees is voluntary providing that if there are not enough volunteers to meet the Company's operational requirements for a Public Holiday, Employees may be engaged on a rotating basis.

34.2 Public Holiday means:

- (i) 1 January (New Year's Day);
- (ii) 26 January (Australia Day);
- (iii) Good Friday;
- (iv) Easter Monday;
- (v) 25 April (Anzac Day);
- (vi) the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- (vii) 25 December (Christmas Day);

(viii) 26 December (Boxing Day);

(ix) any other day (or part-day) declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

34.3 Work done at the request of the Company on any of the holidays prescribed in subclause 34.2 by any Employee covered under this Agreement shall be paid at the rate of 250% of the Employee's normal rate of pay, with a minimum payment of 3 hours.

34.4 Full time Employees

(a) Should any Public Holidays fall on a Full Time employee's rostered day(s) off, they shall receive another day off in lieu of thereof.

(b) The replacement day is to be a mutually agreed day. If the replacement day is not taken within 6 weeks it will be paid at the Employee's ordinary rate of pay.

34.5 Additional or Substituted Gazetted or Proclaimed Holidays

(a) Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in sub-clause 34.2 above, those days are additional public holidays for the purpose of this Agreement, provided that they are stated to be additional and not substituted days.

(b) If the days set out in sub-clause 34.2 are substituted by another day as a result of an Act or Proclamation of a State or Territory government (substituted public holiday), then:

(i) the provisions applicable to that public holiday will instead apply to the substituted public holiday; and

(ii) the holiday which has been substituted will be regarded as a non-holiday and Employees rostered to work on that day will be paid at the rates ordinarily applicable to that day.

Employees are not entitled to a day in lieu when a Public Holiday falls on a weekend and is not substituted by a gazetted weekday off.

35. LONG SERVICE LEAVE

35.1 Long Service leave will be given and taken in accordance with the following legislation (as applicable and as amended from time to time):

- (a) Victoria - *Long service Leave Act 1992*;
- (b) South Australia - *Long Service Leave Act 1987*;
- (c) Western Australia - *Long Service Leave Act 1958*;
- (d) Queensland - *Workplace Relations Act 1997*;
- (e) New South Wales - *Long service Leave Act 1955*;
- (f) Tasmania - *Long service Leave Act 1976*;
- (g) ACT - *Long Service Leave Act 1976*; and
- (h) Northern Territory - *Long Service Leave Act 1981*.

36. PERSONAL/CARER'S LEAVE

36.1 Paid Personal Leave

- (a) Full time Employees accrue and are entitled to 10 days' personal/carer's Leave per year. A part time Employee is entitled to accrue personal/carer's leave on a pro rata basis, based on their ordinary hours worked.
- (b) Casual Employees are not entitled to receive paid personal/carer's leave.
- (c) An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours or work, and accumulates from year to year.

36.2 An Employee may take paid Personal/carer's leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) 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:
 - (i) a personal illness, or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member.

36.3 Carer's Leave

- (a) For the purposes of accessing Personal/Carer's leave, defined in clause 36.1 above;
 - (i) the immediate family or household member must be normally under the care of the Employee; and
 - (ii) immediate family member shall mean;
 - (a) spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee
- (b) Carer's leave is to be approved by the Company's Management.
- (c) An Employee cannot take unpaid personal/carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.
- (d) Employees must, if required by the Company, produce a medical certificate or statutory declaration, stating the nature of the illness of the person concerned and confirming that the illness is such as to require care by another. In normal circumstances you must not take Carer's leave under this clause where another person has taken leave to care for the same person.
- (e) Carer's leave may be taken for part of a single day.

- (f) Employees must, wherever practicable, give the Company notice, prior to the absence, of:
 - (i) the intention to take carer's leave;
 - (ii) the name of the person requiring care;
 - (iii) their relationship to the Employee;
 - (iv) the reasons for taking such leave; and
 - (v) the estimated length of absence.
- (g) If it is not practicable for the Employee to give prior notice of absence, the employee must notify the Company by telephone of such absence at the first opportunity on the day of absence.
- (h) Where paid personal leave is exhausted, or in the case of casual employees, employees are also entitled to up to 2 days' unpaid carer's leave for each occasion of sickness or illness of a the Employee's immediate family or household member.

36.4 Notification of Sick Leave

- (a) An Employee must notify their manager by telephone of any intended absence on sick leave as soon as possible.
- (b) The Company requires Employees to provide a medical certificate from a medical practitioner dated at the time of absence and specifying the nature of the illness for:
 - (i) absences in excess of one consecutive day; or
 - (ii) on a single day sick leave absence if the Employee has had three single days Sick Leave absences in a year; or
 - (iii) on a single day absence if it occurs either side of a non-working day; or
 - (iv) if the Employee's employment has terminated and the Employee is working out their notice period.
- (c) Where an Employee fails to comply with this requirement, the Company may, at its discretion, not pay the Employee for the leave.

- (d) Where an Employee has a proven record of recurring absences from work on sick leave, the Company may require the Employee, following discussions with the Employee, to provide a certificate from a medical practitioner stating their general fitness for work or may direct them to undergo an independent medical assessment.
- (e) Employees are not entitled to be paid for their accumulated sick leave on termination of their employment.

37. ATTENDANCE BONUS

- 37.1 An attendance bonus will be paid to Full time Employees as a reward for good attendance. Any Employee who has used less than 4 days' personal leave within the year will be paid an attendance bonus of:
 - (a) \$250 if the Employee has used no personal leave during the year;
 - (b) \$150 if the Employee has used 0 - 7.6 hours personal leave during the year; or
 - (c) \$100 if the Employee has used 7.6 - 15.2 hours of personal leave during the year; or
 - (d) \$50 if the Employee has used 15.2 - 22.8 hours of personal leave during the year.
- 37.2 For the purpose of sub-clause 37.1, the year will be the 12 month periods commencing on 1 July and finishing on 30 June the following year. The first year for payment of the bonus will be the year ending on 30 June 2012.
- 37.3 An employee is only eligible for the attendance bonus where he or she has worked for the full year up to and including 30 June of each year the bonus is calculated.
- 37.4 Part time Employees may be eligible to receive an attendance bonus on a pro rata basis, based on their ordinary hours worked.
- 37.5 Casual Employees are not eligible to participate in the attendance bonus program.
- 37.6 Employees will not lose their accumulated personal leave days if a payment of an attendance bonus is made.

38. COMPASSIONATE LEAVE

38.1 A Full-Time or Part-Time Employee is entitled to 2 days of paid compassionate leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

38.2 For the purpose of clause 38.1, an immediate family member shall mean;

- (a) spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee

38.3 Upon the death of an immediate or extended family member, permanent Employees are entitled to 1 day paid funeral leave. In relation to immediate family members this is in addition to the 2 days compassionate leave entitlement.

- (a) For the purpose of this clause 38.3, immediate family member shall have the same meaning as in clause 38.2 and extended family member shall mean:

- (i) uncle, aunt, cousin, parent or sibling in-law, niece or nephew.

38.4 Under special circumstances, paid compassionate leave in excess of the above entitlements may be approved at the discretion of the Company.

38.5 The Company may require an Employee who has applied for compassionate leave to provide verification of the death of the family member such as a death certificate or death notice.

38.6 A Casual Employee is entitled to take up to 2 days' unpaid Compassionate Leave for each occasion when a member of the

Employee's immediate family, or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

For the avoidance of doubt, a casual Employee will not be entitled to paid Compassionate Leave.

39. COMMUNITY SERVICE LEAVE

39.1 Jury Service

- (a) If an Employee (other than a casual Employee) is required to perform jury service they will be reimbursed by the Company the difference between the amount paid by the government for such service and their ordinary rate.
- (b) In the event that an Employee is required to attend for jury service on a day that is not a rostered work day, then no payment will be made to the Employee nor will any reimbursement be required for that day.
- (c) An Employee must notify their Manager as soon as possible of the date upon which the Employee is required to attend for jury service. On request, the Employee shall give the Company proof of:
 - (i) the Employee's attendance;
 - (ii) the duration of such attendance; and
 - (iii) the amount received in respect of such jury service.
- (d) If an Employee is required to attend for jury service during a period of annual leave the Employee will, on producing satisfactory evidence of attendance, be credited with annual leave for the period for which jury service was attended.
- (e) While on jury service, an Employee will not be required to attend work until the completion of the jury service.
- (f) An Employee on a roster including weekend work, shall be given time off without loss of pay so that the

combination of consecutive jury and work days does not exceed 5 days per week.

- (g) Casual Employees are not entitled to receive a reimbursement by the Company of the difference between the amount paid by the government for such service and their ordinary rate of pay.

39.2 Other Community Service Leave

- (a) Leave may be granted to Employees who engage in an eligible community service activity or voluntary emergency management activity: An employee engages in a voluntary emergency management activity if, and only if:

- (i) the Employee engages in an activity that involves dealing with an emergency or natural disaster; and

- (ii) the Employee engages in the activity on a voluntary basis (whether or not the Employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and

- (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and

- (iv) either:

- (a) the Employee was requested by or on behalf of the body to engage in the activity; or

- (b) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

- (b) A recognised emergency management body is:

- (i) a body, or part of a body, that has a role or function under a plan that:

- (a) is for coping with emergencies and/or disasters; and

- (b) is prepared by the Commonwealth, a State or a Territory; or

- (c) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (d) any other body, or part of a body, a substantial purpose of which involves:
 - (i) securing the safety of persons or animals in an emergency or natural disaster; or
 - (ii) protecting property in an emergency or natural disaster; or
 - (iii) otherwise responding to an emergency or natural disaster; or
 - (iv) a body, or part of a body, prescribed by the Fair Work Act regulations;
- (c) Some of those activities described may include; Reserve Defence Forces or State Emergency Services.
- (d) Community Services leave will be unpaid leave, except that paid leave may be approved by the Regional Manager in special circumstances.

40. PARENTAL LEAVE

- 40.1 Parental leave will be available to eligible Employees in accordance with NES in the FW Act, as amended from time to time.
- 40.2 On request, the Company will provide Employees with a summary of the key provisions of the relevant legislation.
- 40.3 A Casual Employee will be entitled to parental leave in accordance with FW Act if they are a "long term casual Employee". A "long term Casual Employee" is a casual employee who at the time the leave is taken, has been employed by the Company on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

41. PRENATAL LEAVE

- 41.1 Employees shall be entitled to use up to 22.8 hours of their accrued personal leave entitlement to attend prenatal services.
- 41.2 The Company must be given at least 7 days' written notice of an Employee's intention to take prenatal leave at a time.

42. UNPAID LEAVE

- 42.1** The Company may approve a period of unpaid leave for an Employee for any reason it considers appropriate. Decisions under this clause are at the discretion of the Company.

PART 5 - TERMINATION OF EMPLOYMENT

43. NOTICE OF TERMINATION

43.1 Termination of Employment by the Company

- (a) In order to terminate the employment of a Full time or Part time Employee, for a reason other than a reason which would justify summary dismissal, the Company will give notice to the Employee as follows:

<u>Period of continuous service</u>	<u>Period of notice</u>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) Employees over 45 years of age with 2 years' continuous service will receive an additional week's notice.
- (c) The Company may, in its discretion, require an Employee not to attend for work during part or all of the notice period. In such cases the Company will pay the Employee in lieu of the notice period at the full rate of pay that they would have been entitled to had they worked during the notice period. This includes any penalty rates and allowances to which the Employee would have been entitled.

43.2 Termination of Employment by the Employee

Full time and Part time Employees may terminate their employment by giving the Company two weeks' notice in writing, unless a lesser period is agreed to by the Company. If an Employee fails to give the required notice, the Company may deduct from moneys due to the Employee an amount equal to the payment for the period of notice required.

43.3 Summary Dismissal

Nothing in this clause 43 shall prevent the Company from summarily dismissing an Employee for serious misconduct. Serious misconduct includes, but not limited to, dishonesty, theft, fraud, physical or verbal threats, assault, sexual harassment, being under the influence of alcohol or non prescription drugs, and destruction of the Company's property.

In such cases wages shall be paid up to the time of the dismissal only.

43.4 Casual Employees

The employment of casual Employees may be terminated:

- (a) summarily in accordance with clause 43.3; or
- (b) by either party giving 1 day's notice to the other party.

43.5 Upon Termination of Employment:

- (a) the Company may deduct from monies due to an Employee any employment-related amounts the Employee owes the Company, such as overpaid salary or unaccrued leave that the Employee has taken in advance. This does not include set-off or recovery of money in relation to any commercial debt such as products of the Company that the Employee has agreed to purchase but has not paid for. Before making any deduction from an Employee's pay, the Company will first attempt to contact the Employee to reach an agreement with them about a reasonable repayment arrangement; and
- (b) an Employee must return any Company property in their possession (including keys, training material, manuals, staff discount cards etc). The Company may, at its absolute discretion, withhold payment of monies due to an Employee until such time as Company property has been returned by that Employee.

44. STATEMENT OF SERVICE

- 44.1 The Company will provide on request a written statement of service specifying the period of employment and the job classification of work performed by the Employee.

45. REDUNDANCY

45.1 Definition

- (a) Redundancy occurs when the Company decides that it no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary customary turnover of labour.

45.2 Transfer to lower paid duties

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

45.3 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 43.1(a) (Termination of Employment by the Company), an Employee whose employment is terminated by reason of redundancy will be paid the following amount of severance pay in respect of a continuous period of service:

Redundancy pay period	
Employee's period of continuous service with the employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- (b) **Week's pay** means the base rate of pay for the Employees concerned for their ordinary hours of work.

- (c) Casual Employees and other ineligible employees under the NES are not entitled to severance pay.

45.4 Employee leaving during notice period

- (a) An Employee whose employment is terminated by reason of redundancy may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry of such notice. However, in this circumstance the Employee will not be entitled to payment in lieu of notice.

45.5 Alternative employment

- (a) The Company will not be required to make severance payments under the clause if the Company obtains an offer of acceptable alternative employment for an Employee.

45.6 Time off during notice period in circumstances of redundancy

- (a) During the period of notice of termination given by the Company an Employee shall be allowed up to 1 day's leave without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If, at the discretion of the Company, the Employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Company, be required to produce proof of attendance at an interview. Failure to provide proof of attendance may result in the Employee not receiving payment for the time he or she was absent from work. A statutory declaration will be sufficient proof.

PART 6 - MISCELLANEOUS

46. ABANDONMENT OF EMPLOYMENT

46.1 If an Employee is absent from work for 4 consecutive shifts without notifying the Company or without the consent of the Company, the Company will be entitled to assume the Employee has abandoned his or her employment.

46.2 Abandonment of employment may lead to termination of the Employee's employment. Prior to terminating the Employee's employment, the Company will take reasonable steps to contact the Employee in order to try and establish whether the Employee has a legitimate explanation for the Employee's absence. In the event that contact with the Employee is made, the Company will consider any explanation given by the Employee prior to making a decision about termination of employment.

47. TRANSFERS

47.1 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 to work in an alternative store to the store they were originally employed to work in. This may be a temporary or permanent requirement. Every consideration will be given to the Employee's travel time and personal arrangements when such a requirement is contemplated. Employees may also be transferred from one geographical location to another by mutual agreement reached between the Employee and Managers.

48. DRESS STANDARDS

48.1 The Company takes great pride in its professionalism and customer service. An extension of this is the requirement that all Employees must always present themselves in a professional and business-like manner.

48.2 All Employees are required to comply with the Dress Standards as set out in the "Prouds Employee Handbook". Again, this Handbook does not form part of this Agreement

49. SAFE TRANSPORT HOME

49.1 If an Employee is requested to work past 10:30pm or before 6:00am and they do not have a safe form of transport home or to the store, upon request the Company shall arrange a safe form of transport at no cost to the Employee. The Employee may choose at anytime to find their own way home or to the store.

50. STAFF MEETING AND TRAINING SESSIONS

50.1 If the Company holds staff meetings or training sessions, Employee participation will be facilitated and strongly encouraged but will not normally be compulsory and as such no payment will be made to Employees for attendance. Employees who attend such meetings before or after work hours may be provided with breakfast or dinner.

50.2 If attendance at any meeting or training is compulsory it will be paid for as time worked. Paid in attendance for such meetings or training will be a minimum of 1 hour. This will be limited to a maximum of 5 occasions per year.

50.3 Time spent at staff meetings or training sessions shall not form part of the Employee's normal fortnightly cycle of hours.

51. FLEXIBILITY

51.1 Notwithstanding any other provision of this Agreement, the Company and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Company and the individual employee. The terms that the Company and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

51.2 The Company is required to ensure that any individual flexibility arrangement agreed under this clause:

- (a) is about matters that would be permitted matters if the individual flexibility arrangement were an Enterprise Agreement;
- (b) does not include a term that would be an unlawful term if the arrangement were an Enterprise Agreement;
- (c) is in writing, names the parties to the individual flexibility arrangement and is signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (d) states each term of this Agreement that the parties have agreed to vary;
- (e) details how the application of each term has been varied by agreement between the parties;
- (f) has been genuinely made without coercion or duress;
- (g) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement had been agreed to;
- (h) details how the individual flexibility arrangement results in the individual employee being better off overall;
- (i) states the date upon which the individual flexibility arrangement commences to operate; and
- (j) specifies that the arrangement may be terminated:
 - (i) by either party giving not more than 28 days' notice of termination, in writing, to the other party; or
 - (ii) at any time, by written agreement between the Company and the individual employee.

51.3 The Company must give the individual employee a copy of the individual flexibility arrangement within 14 days after it is agreed to and keep the agreement as a time and wages record.

51.4 Except as provided in clause 51.2(c) , the individual flexibility arrangement must not require the approval or consent of a person other than the Company and the individual employee.

51.5 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any

provision for an agreement between the Company and an individual employee contained in any other term of this Agreement.

52. DISPUTE RESOLUTION

52.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace level.

52.2 When a grievance or dispute arises in accordance with clause 52.1, the following procedure must be followed:

Step 1: The employee concerned must first raise the matter with their immediate manager or supervisor for resolution.

Step 2: If the matter is not resolved within 7 days, either party may escalate the matter for consideration by the next level of management.

Step 3: If the matter is not resolved within a further 7 days, either party may refer the matter to the Human Resources Department for decision within 14 days.

Step 4: If either party remains dissatisfied with the decision of Human Resources, the matter may be referred to FWA for conciliation or, if all parties agree, arbitration.

52.3 While the dispute settlement procedures are being followed:

- (a) each party may be represented in the discussions by a representative of their choice;
- (b) the parties must not engage in industrial action; and
- (c) work shall continue as normal in accordance with the circumstances that existed prior to the dispute, unless an employee has a reasonable concern about an imminent risk to their health or safety.

52.4 Subject to applicable occupational health and safety legislation, an employee must comply with a direction by the Company to perform work in accordance with Clause 52.3, whether at the same or another workplace, that is within the skills and competence of the employee and is safe and appropriate for the employee to perform.

53. CONSULTATION

53.1 This term applies if:

- (a) the Company 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.

53.2 The Company must notify the relevant Employees of the decision to introduce the major change.

53.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

53.4 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 Company of the identity of the representative;

the Company must recognise the representative.

53.5 As soon as practicable after making its decision, the Company 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 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.

However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

53.6 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

53.7 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 Company'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.

53.8 In this clause 53 *relevant Employees* means the Employees who may be affected by the major change.

SIGNATORIES PAGE

Prouds Jewellers Pty Ltd (ACN
073 053 273) by:

The signature of the Company
representative was witnessed by:

Name: Terence JOHNSTONE
Signature: [Signature]
Date: 29 June 2011
Address: 12-28 Parramatta
Road, Summer Hill
NSW 2130

Sidney George Gargiulo
Justice of the Peace NSW
#145811

Name: _____
Signature: [Signature]
Date: 29/6/11
Address: 12-28 PARRAMATTA RD
SUMMERHILL NSW
2130

The above person is authorised to sign the enterprise agreement on
behalf of the Company for the following reason/s:

MR JOHNSTONE IS THE CHIEF FINANCIAL OFFICER OF THE
COMPANY AND SIGNS THE AGREEMENT WITH THE AUTHORITY
OF THE COMPANY DIRECTORS

Signed for and on behalf of the
employees:

The signature of the employee
representative was witnessed by:

Name: GERARD DWYER
Signature: [Signature]
Date: 30 June 2011
Address: Level 3, 8 Quay St
HAYMARKET 2000

Name: Bernie Smith
Signature: [Signature]
Date: 30 June 2011
Address: Level 3, 8 Quay St
Haymarket NSW 2000

The above person is authorised to sign the enterprise agreement on
behalf of the employees for the following reason/s:

National President 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.

Important Notes on Signing an workplace agreement:

Parties - The Agreement must be signed by a representative of the Company and a representative of the Employees. The signatures must be accompanied by the full name and address of each person signing the Agreement and an explanation of the person's authority to sign the Agreement.

Witnesses - Each of the parties signatures must be witnessed. A person who signs an Agreement as a witness must also include his or her full name and address. The following persons are not entitled to witness a party's signature on an Agreement:

1. the other party to the Agreement; and
2. the bargaining agent of the other party to the Agreement; and
3. where the other party to the Agreement is a corporation - a person who is a director of the corporation or a person involved in the day to day management of the corporation.

APPENDIX 1

WAGES & CLASSIFICATIONS

1. Employees under this Agreement will be employed in one of the following classifications:

- 1.1 Sales Assistant

A Sales Assistant is an employee who is employed to perform the following duties:

- the receiving and preparation for sale and or display of goods in or about any store;
- the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;
- the display, replenishing or any other method of exposure or presentation for sale of goods;
- the sale or hire of goods by any means;
- the receiving, arranging or making payment by any means;
- the recording by any means of a sale or sales;
- the wrapping or packing of goods for despatch and the despatch of goods;
- the delivery of goods;
- window dressing and merchandising;
- loss prevention;
- demonstration of goods for sale;
- the provision of information, advice and assistance to customers;
- the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods;
- all directly employed persons engaged in retail stores in cleaning, store greeting, security, lift attending, store cafeterias and food services;

1.2 3IC

A 3IC will perform the duties of a Sales Assistant and will also be responsible for the supervision of Sales Assistants and may be responsible for the opening and closing of a store. Employees will only be classified as 3IC's where they are appointed as such in writing by the Company.

1.3 Trainee

A Trainee is an Employee who is employed subject to a training agreement or a training contract between the Employee and the Company that is registered:

- (a) with the relevant State or Territory training authority;
or
- (b) under a law of a State or Territory relating to the training of employees.
- (c) Trainees will be paid in accordance with clause 2.4 of this Appendix 1. All other terms and conditions of employment will be as per this agreement.

2. Wage Rates

2.1 Adult Rates

	1 June 2011	1 June 2012	1 June 2013	1 June 2014
Full-time Sales Assistant weekly rate	\$689.59	\$708.21	\$728.75	\$750.61
FT 3IC weekly rate	\$707.93	\$727.05	\$748.13	\$770.57
Part-time Sales Assistant hourly rate	\$18.15	\$18.64	\$19.18	\$19.75
PT 3IC hourly rate	\$18.63	\$19.13	\$19.69	\$20.28
Casual Sales Assistant hourly rate	\$21.77	\$22.36	\$23.01	\$23.70

2.2 Permanent Full-time and Part-time Sales Assistant Junior Rates

	1 June 2011	1 June 2012	1 June 2013	1 June 2014
16 years and under	\$9.08	\$9.32	\$9.59	\$9.88
17 years	\$10.89	\$11.18	\$11.50	\$11.85

18 years	\$12.70	\$13.05	\$13.43	\$13.83
19 years	\$14.52	\$14.91	\$15.35	\$15.81
20 years	\$16.33	\$16.77	\$17.26	\$17.77

2.3 Permanent 3IC Junior Rates

	1 June 2011	1 June 2012	1 June 2013	1 June 2014
16 years and under	\$9.31	\$9.57	\$9.84	\$10.14
17 years	\$11.17	\$11.48	\$11.81	\$12.16
18 years	\$13.04	\$13.40	\$13.78	\$14.20
19 years	\$14.90	\$15.30	\$15.75	\$16.22
20 years	\$16.77	\$17.22	\$17.72	\$18.25

2.4 Casual Sales Assistant Junior Rates

	1 June 2011	1 June 2012	1 June 2013	1 June 2014
16 years and under	\$10.89	\$11.18	\$11.50	\$11.85
17 years	\$13.06	\$13.42	\$13.81	\$14.22
18 years	\$15.24	\$15.65	\$16.11	\$16.59
19 years	\$17.42	\$17.89	\$18.41	\$18.96
20 years	\$19.60	\$20.12	\$20.71	\$21.33

2.5 Trainee Rates - Weekly

Rates for trainees undertaking Certificate III in Retail Services

From 1 July 2011

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	\$282.15	\$310.81	\$370.32
Plus 1 year out of school	\$310.81	\$370.32	\$430.94
Plus 2 years out of school	\$370.32	\$430.94	\$501.48

Plus 3 years out of school	\$430.94	\$501.48	\$574.22
Plus 4 years out of school	\$501.48	\$574.22	
Plus 5 or more years out of school	\$574.22		

From 1 June 2012

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	\$289.77	\$319.20	\$380.32
Plus 1 year out of school	\$319.20	\$380.32	\$442.57
Plus 2 years out of school	\$380.32	\$442.57	\$515.02
Plus 3 years out of school	\$442.57	\$515.02	\$589.72
Plus 4 years out of school	\$515.02	\$589.72	
Plus 5 or more years out of school	\$589.72		

From 1 July 2013

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	\$298.17	\$328.45	\$391.35
Plus 1 year out of school	\$328.45	\$391.35	\$455.41
Plus 2 years out of school	\$391.35	\$455.41	\$529.95
Plus 3 years out of school	\$455.41	\$529.95	\$606.82
Plus 4 years out of school	\$529.95	\$606.82	
Plus 5 or more years out of school	\$606.82		

From 1 July 2014

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	\$307.12	\$338.31	\$403.09
Plus 1 year out of school	\$338.31	\$403.09	\$469.07
Plus 2 years out of school	\$403.09	\$469.07	\$545.85
Plus 3 years out of school	\$469.07	\$545.85	\$625.03

Plus 4 years out of school	\$545.85	\$625.03	
Plus 5 or more years out of school	\$625.03		

Rates for trainees undertaking Certificate I or II in Retail Services

From 1 July 2011

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	\$282.15	\$310.81	\$360.40
Plus 1 year out of school	\$310.81	\$360.40	\$414.41
Plus 2 years out of school	\$360.40	\$414.41	\$486.05
Plus 3 years out of school	\$414.41	\$486.05	\$554.38
Plus 4 years out of school	\$486.05	\$554.38	
Plus 5 or more years out of school	\$554.38		

From 1 June 2012

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	\$289.77	\$319.20	\$370.13
Plus 1 year out of school	\$319.20	\$370.13	\$425.60
Plus 2 years out of school	\$370.13	\$425.60	\$499.17
Plus 3 years out of school	\$425.60	\$499.17	\$569.35
Plus 4 years out of school	\$499.17	\$569.35	
Plus 5 or more years out of school	\$569.35		

From 1 July 2013

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	\$298.17	\$328.45	\$380.87
Plus 1 year out of school	\$328.45	\$380.87	\$437.94

Plus 2 years out of school	\$380.87	\$437.94	\$513.65
Plus 3 years out of school	\$437.94	\$513.65	\$585.86
Plus 4 years out of school	\$513.65	\$585.86	
Plus 5 or more years out of school	\$585.86		

From 1 July 2014

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	\$307.12	\$338.31	\$392.29
Plus 1 year out of school	\$338.31	\$392.29	\$451.08
Plus 2 years out of school	\$392.29	\$451.08	\$529.06
Plus 3 years out of school	\$451.08	\$529.06	\$603.43
Plus 4 years out of school	\$529.06	\$603.43	
Plus 5 or more years out of school	\$603.43		

3. HIGHER DUTIES

3.1 3IC temporarily appointed to perform higher duties - per shift amount

	As Assistant Manager	As Store Manager
16 years and under	\$3.45	\$10.34
17 years	\$4.14	\$12.41
18 years	\$4.83	\$14.48
19 years	\$5.51	\$16.54
20 years	\$6.20	\$18.61
Adult	\$6.89	\$20.68

3.2 Sales Assistant temporarily appointed to perform higher duties - per shift amount

	As Assistant Manager	As Store Manager
16 years and under	\$5.37	\$12.09
17 years	\$6.45	\$14.50

18 years	\$7.52	\$16.92
19 years	\$8.59	\$19.34
20 years	\$9.67	\$21.76
Adult	\$10.74	\$24.17