



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Priceline Pty Ltd
(AG2017/3172)

PRICELINE RETAIL EMPLOYEES ENTERPRISE AGREEMENT 2017

Retail industry

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 2 NOVEMBER 2017

Application for approval of the Priceline Retail Employees Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Priceline Retail Employees Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Priceline Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

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

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

[6] The Agreement was approved on 2 November 2017 and, in accordance with s.54, will operate from 9 November 2017. The nominal expiry date of the Agreement is 30 June 2018.



COMMISSIONER

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Annexure A



Thursday, 2 November 2017

Commissioner Harper-Greenwell
Fair Work Commission

Email: member.assist@fwc.gov.au
Dear Commissioner,

Undertaking to the Fair Work Commission

Priceline Retail Employees Enterprise Agreement 2017 (AG2017/3172)

Priceline makes the following undertakings in relation to the application for approval of the Priceline Retail Employees Enterprise Agreement 2017:

1. That with respect to clause 15.3, this was included in the Agreement in error when filed with the application for approval and we undertake to remove this clause from the Agreement.
2. That with respect to clause 9, Priceline agrees that employees will not be restricted to representation of fellow employees or a Union representative during a dispute and that they can nominate any person to represent them.
3. That with respect to clause 27.8, Priceline will not apply the terms provided in this clause that an employee must take their annual leave entitlement within six months' after it becomes due.

As directed, the views of the bargaining representative, the Shop Distributive and Allied Employees' Association, have been sought and agreement was reached in relation to the proposed undertakings.

Yours sincerely,

Juliana Carruthers

HR Manager

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

**PRICELINE PTY LTD
and
SHOP DISTRIBUTIVE AND ALLIED EMPLOYEES
ASSOCIATION**

**PRICELINE RETAIL EMPLOYEES
ENTERPRISE AGREEMENT 2017**

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PART 1: PRELIMINARY

1. AGREEMENT TITLE

This Agreement will be known as the Priceline Retail Employees Enterprise Agreement 2017.

2. ANTI DISCRIMINATION

The parties to this Agreement agree that

- (1) It is the intention of the parties to this agreement to achieve the principle object in 3(e) of the Fair Work Act (Cth) 2009 ("the **Act**") which is to enable fairness and representation at work and prevent discrimination by recognising the right to freedom of association and the right to be represented, protect against unfair treatment and discrimination, provide accessible and effective procedures to resolve grievances and disputes and provide effective compliance mechanisms.
- (2) Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement

And nothing in these provisions allows for any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

3. PARTIES COVERED

Subject to satisfying the relevant requirements of the Fair Work Act 2009 (Cth) ("the Act") This Agreement shall cover:

- 3.1. Priceline Pty Ltd (ACN 005 968 310) of 250 Camberwell Rd, Camberwell, Victoria, 3124. (the "employer")
- 3.2. The Shop Distributive and Allied Employees Association of 53 Queen Street, Melbourne, Victoria, 3000 ("SDA").
- 3.3. Employees, employed by Priceline as retail employees in its retail stores throughout Australia, whose employment is subject to this Agreement ("**employees**").

4. DEFINITIONS

For the purposes of this Agreement:

- 4.1. A "retail employee" means any employee working in Priceline's retail stores, but does not include Trainee Managers, Assistant Managers or Store Managers.
- 4.2. Any reference to "ordinary hours" in this Agreement will be a reference to the hours set out in Clause 11.
- 4.3. "Ordinary rate of pay" means the rate of pay for ordinary hours set out in Appendix 1 to this Agreement.
- 4.4. "Classification" of a retail employee includes classification as a full-time, part-time or casual employee.
- 4.5. "Pay week" is from Sunday to Saturday. During the period of this agreement Priceline may change the pay week to Monday to Sunday by giving 28 days' notice to retail employees and the SDA.
- 4.6. "Week" means pay week.
- 4.7. "API" means Australian Pharmaceutical Industries Ltd.
- 4.8. "Immediate family" means;
 - (a) a spouse (including former spouse), de facto partner (including former 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.

5. COMMENCEMENT AND TERMINATION OF AGREEMENT

- 5.1. This Agreement shall come into operation on the seventh day after the date of approval by Fair Work Commission and shall remain in operation until 30 June 2018.
- 5.2. This Agreement will continue to apply unless it is replaced with a new Enterprise Agreement or is otherwise terminated in accordance with relevant legislation.

6. RENEGOTIATION OF AGREEMENT

- 6.1. The parties to the Agreement agree to commence negotiations for a new Enterprise Agreement to succeed this Agreement at least two (2) months before the nominal expiry date.

- 6.2. In negotiations the parties to the negotiations will meet as often as they agree is necessary and must use their best endeavours to resolve issues by negotiation in good faith between them.
- 6.3. The parties acknowledge that this Agreement is the only agreement between the parties. Any further Agreements or variations to this Agreement which the parties wish to make will only be valid if those agreements are approved by Fair Work Commission.

7. RELATIONSHIP WITH NATIONAL EMPLOYMENT STANDARDS AND OTHER AWARDS AND AGREEMENTS

- 7.1. This Agreement shall be read and interpreted in conjunction with the National Employment Standards (NES) provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee shall take precedence.
- 7.2. This Agreement shall operate to the exclusion of any Award, or any other industrial instrument that otherwise may apply except for clauses 14.2, 14.3, 14.5, 14.6 and 16.2.
- 7.3. This Agreement also replaces the Priceline Retail Employees Enterprise Agreement 2013 (the 2013 Agreement). The 2013 Agreement will have no force and effect following the approval of this Agreement.

8. OBJECTIVES AND PRINCIPLES

- 8.1. The objectives of this Agreement are to ensure that:
 - (a) Priceline is a values-based, highly competitive retailer, providing a level of customer service, customer facilities and overall customer value unequalled by another company operating in the retail industry;
 - (b) opportunities for permanent employment of retail employees are provided and promoted as much as possible.
 - (c) employees actively practice Priceline's values. The values provide a framework for superior performance built on superior relationships and are integral to Priceline's success. Relationships are built on honesty, integrity and respect. Priceline's values are:

- **Safety, Health and Wellbeing**
A safer place to work everyday
- **Respect**
Seek to understand. Value diversity.
- **Initiative**
Be brave and make a difference.
- **Unity**
Work with and for each other.
- **Excellence**
Dare to be extraordinary.

- 8.2. To achieve these objectives, Priceline and the SDA declare their commitment to ensuring that:
- (a) terms and conditions of employment reflect and are specific to the needs of Priceline's stores and its retail employees;
 - (b) retail employees are willing to accept flexibility of jobs and duties subject to individual skills and abilities to meet company requirements;
 - (c) there is a continuous effort by Priceline and its retail employees to improve work practices, work organisation, that the values are used as a reference point for decision making and actions, and review any other issue, which will enhance the quality of the range and level of services provided to customers;
 - (d) issues or grievances which could impede the provision of service or Priceline's retail operations are resolved through negotiation and the dispute resolution procedures;
 - (e) in accordance with Priceline's values, working relationships between management and retail employees are developed in a way that promotes effective and open communication, mutual trust and co-operation as much as possible;
 - (f) all persons working in the enterprise maintain acceptable standards of work, behaviour, personal presentation and safety; and
 - (g) the principles of fairness and justice and equal opportunity and the right to work in an environment free of harassment and discrimination in employment are promoted and

practised at all times.

9. DISPUTE RESOLUTION

- 9.1. The parties are committed to ensuring that the prevention and resolution of grievances or disputes takes place as close to the source of the problem and as soon as possible, in a manner which accords with Priceline's Values, and which is fair and acceptable, in terms of outcomes, for all parties.
- 9.2. Therefore, in matters arising under this Agreement or in relation to any matters covered under the NES, the parties to this Agreement agree on the following resolution process:
- 9.3. A retail employee who has any matters arising under this Agreement or matters covered under the NES that they are unable to satisfactorily resolve should:
 - (a) discuss the problem with their store manager;
 - (b) the store manager will investigate and respond to the problem within two (2) working days;
 - (c) if the problem cannot be satisfactorily resolved by the store manager the matter can be referred by either party to the Retail Business Manager (RBM). If there is some exceptional reason why the problem cannot be discussed with the store manager, the retail employee may proceed to have the problem dealt with under this sub-clause;
 - (d) at any stage during the process, a retail employee may be assisted/represented by a fellow retail employee or union representative;
 - (e) if the problem is not resolved by the Retail Business Manager (RBM) within two (2) working days the Retail Business Manager (RBM) or the employees concerned must refer the issue to the State People Engagement Manager for resolution;
 - (f) If the State People Engagement Manager has not resolved the problem within five (5) working days, then the State People Engagement Manager or the employee(s) concerned must refer the grievance/dispute to the National People Engagement Manager for resolution;
 - (g) if the problem is not resolved by the National People Engagement Manager within 5 working days, then the employee or either party to this Agreement may refer the

dispute to the Fair Work Commission for conciliation and, failing conciliation, for arbitration. Subject to any rights of appeal or review which a party may have, a decision by the Fair Work Commission will be final and binding on the parties.

- (h) while any grievance is being dealt with under this procedure, work must continue in accordance with the status quo that existed before the dispute/grievance was formally raised under this procedure, subject to Priceline's right to suspend a retail employee on full pay pending the outcome of a disciplinary enquiry relating to serious and wilful misconduct.
- (i) Health and safety matters and complaints of sexual harassment or discrimination of an ongoing nature are exempted from clause 9.3(h)

10. ROSTERS

- 10.1. Priceline shall determine the rosters of Full- time and Part-time retail employees on the basis of a 4 week roster and will not be subject to frequent variation from cycle to cycle.
- 10.2. Full-time and Part-time employees will be given 7 days written notice of a change of roster or shorter notice by mutual agreement provided that if a permanent retail employee does not agree to the roster change then a further 7 days' notice will be given
- 10.3. Rosters may not be changed solely to avoid the payment of penalties, loadings or an entitlement (eg tea break) under this Agreement on any day where a retail employee has regularly worked before the roster change was made. If a retail employee's roster is changed in this way, then the retail employee is entitled to be paid or to the entitlement as if they had worked on the day.

This provision does not apply where Priceline makes roster changes for genuine operational reasons.

- 10.4. When setting or varying rosters, Priceline will, as far as practicable, take into account a retail employee's family responsibilities (including those employees returning from parental leave) and personal circumstances including the availability of safe transport home, study commitments and amateur sporting commitments if representing their state. This provision does not apply where Priceline makes roster changes for genuine operational reasons.
- 10.5. All retail employees shall receive a minimum break of 10 hours between the end of work on one day and the start of work on the following day (including overtime)
- 10.6. All retail employees are not to be rostered to work ordinary hours on more than 5 days in a week provided that a retail employee

may work 6 days in a week if in the following week ordinary hours will not be worked on more than 4 days

- 10.7. Full-time and Part-time retail employees will be given 2 consecutive days off per week or 3 consecutive days off per fortnight;
- 10.8. Casual retail employees will not be rostered for more than 6 consecutive days;
- 10.9. Part time employees may not work more than one shift per day
- 10.10. Full-time and Part-time retail employees will be rostered to work a maximum of 3 Saturdays and/or Sundays in a 4 week cycle, unless they otherwise agree, and if rostered in this way, will be entitled to a minimum break of 3 consecutive days within the cycle which will include a Saturday and a Sunday.

11. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 11.1. An eligible team member (as defined below in 11.2) can make a written request for flexible working arrangements. The written request will include details of the change that is being asked for and the reasons for the change. The manager must reply in writing within 21 days and inform the team member whether the request is approved or not. If the request is not being approved, the written response must include details of the reasons for refusal. The team member's request can only be refused on reasonable business grounds.
- 11.2 An 'eligible team member' is a team member who:
 - (a) is full-time or part time and has completed at least 12 months of continuous service with the Company immediately before making the request; or
 - (b) is a long term casual, immediately before making the request and has a reasonable expectation of continuing employment with the Company on a regular and systematic basis; and
 - (c) the team member is:
 - the parent or has the responsibility for the care of a child who is of school age or younger; or
 - a carer (as defined under the relevant Act); or
 - has a disability; or
 - 55 years of age or older; or

- experiencing violence from a member of the team members family; or
- providing care or support to an immediate family or household member who is experiencing violence from the member's family and requires care or support.

12. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 12.1 Priceline and an 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) any agreement must be genuinely agreed to and genuinely meet the needs of Priceline and the employee.

- 12.2 Priceline 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.

- 12.3 Priceline must ensure that the individual flexibility arrangement:
- (a) is in writing and is signed by the employer and employee. If the employee is under 18 years of age, the agreement must also be signed by a parent or guardian of the employee.
 - (b) the written agreement must includes details of:
 - (i) the name of the employer and employee
 - (ii) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (iii) how the arrangement will vary the effect of the terms;
- and
- (iv) 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
 - (v) state the day on which the arrangement commences.

- 12.4 Priceline must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 12.5 Priceline or the employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if Priceline and the employee agree in writing — at any time.

PART 2: TERMS AND CONDITIONS OF EMPLOYMENT

13. SPREAD OF HOURS

- 13.1. The ordinary hours of work in Priceline stores other than the period 1 November to 14 January will be:

Monday to Friday	7:00am to 10:00pm
Saturday	7:00am to 7:00pm
Sunday	8:00am to 6:00pm

- 13.2. During the period 1 November to 14 January inclusive, the ordinary hours of work in Priceline stores will be:

Monday to Friday	5:00am to 11.00pm
Saturday	7:00am to 9.30pm
Sunday	8:00am to 6:00pm

14. PENALTIES

- 14.1. Full-time and part-time retail employees rostered to work on a Saturday will receive a loading of 22% for all ordinary hours worked.
- 14.2. Full-time and part-time retail employees rostered to work on a Sunday will receive a total loading of 88% for all ordinary hours worked, or the applicable Sunday rate payable under the General Retail Industry Award, whichever is higher.
- 14.3. Full-time and part-time retail employees rostered to work after 6pm Monday to Friday will receive a total loading of 10% for all ordinary hours worked after 6pm, or the applicable evening rate payable under the General Retail Industry Award, whichever is higher.

- 14.4. Casual retail employees who work Monday to Friday will receive a loading of 25% on the ordinary rate of pay for all hours worked.
- 14.5. Casual retail employees who work on a Saturday will receive a total loading of 28.5% on the ordinary rate of pay for all hours worked or the applicable Saturday rate payable to casual retail employees under the General Retail Industry Award, whichever is higher.
- 14.6. Casual retail employees who work on a Sunday will receive a total loading of 88% on the ordinary rate of pay for all hours worked, or the applicable Sunday rate payable under the General Retail Industry Award, whichever is higher.
- 14.7. For the period of extended ordinary hours from 1 November to 14 January inclusive, as defined in sub clause 13.2, these extended hours will attract the loadings as provided in sub clauses 14.1, 14.2 and 14.3.

15. FULL-TIME RETAIL EMPLOYEES

- 15.1. Full-time retail employees are permanent retail employees engaged on a weekly basis.
- 15.2. Except as provided in sub-clauses 15.3, the ordinary working hours for full-time retail employees will be 152 hours (20 days) in any 4 week cycle. Full-time retail employees will:
- (a) be rostered to work for a minimum of 5 hours ordinary time per day and a maximum of 9 ordinary hours per day, except twice a week or three times in a fortnight where a retail employee can be rostered to work up to 10 ordinary hours (exclusive of meal breaks);
 - (b) not be rostered to work more than 46 ordinary hours of work each week and are not rostered to work for more than 6 consecutive days at a time;
- 15.3. During the period commencing the 1 November each year to the 14 of January the following year, a full-time retail employee may, by agreement with their store manager, be rostered to work up to 176 hours in that 4 week cycle as ordinary hours provided that they:
- (a) are paid at the casual rate of pay as per clause 17.2 of this agreement for all hours worked in excess of 152 hours in that 4 week cycle;
 - (b) are rostered to work for a minimum of 5 hours ordinary time per day and a maximum of 10 hours ordinary time per day excluding meal breaks;

- (c) are not rostered to work more than 48 ordinary hours of work each week and are not rostered to work for more than 6 consecutive days at a time;
- (d) have entered into the agreement freely and without duress.

16. PART-TIME RETAIL EMPLOYEES

- 16.1. Part-time retail employees are permanent retail employees engaged on a weekly basis.
- 16.2. Except as provided for in sub-clause 16.4 below, the ordinary working hours for part-time retail employees will be from a minimum of 32 hours up to a maximum of less than 152 hours in any 4-week cycle. Part-time retail employees will:
 - (a) be rostered to work for a minimum of 3 hours ordinary time per day and a maximum of 9 ordinary hours per day, except twice a week or three times in a fortnight where a retail employee can be rostered to work up to 10 ordinary hours (exclusive of meal breaks);
 - (b) not be rostered to work more than 38 ordinary hours of work each week and are not rostered to work for more than 6 consecutive days at a time;
- 16.3. A part-time retail employee's contracted hours may, be increased within the span of ordinary hours on a temporary basis during any 4 week cycle, provided that:
 - (a) the total hours do not exceed 152 hours in a 4 week cycle.
 - (b) a part-time retail employee must agree to work these additional hours, otherwise overtime rates apply
 - (c) the agreed variation will be recorded in writing on the roster and the updated roster reposted
 - (d) the agreed additional hours worked (or "flexed-up"), will be paid at the rate of ordinary time plus a loading of 15%.
 - (e) The agreement to work additional hours may be withdrawn by the part-time retail employee within 7 days' notice
 - (f) Where there is a requirement to work overtime in accordance with clause 21 overtime rates will apply
- 16.4. Part time retail employees will be offered increases in hours in preference to Priceline employing new team members, subject to:
 - (a) The needs of the business; and

- (b) The part time employee having the skill set required by Priceline; and
- (c) The part time employee having the required availability for the available additional hours.

16.5. A part-time retail employee's hours may be reduced by up to 20% per anniversary year, provided that:

- (a) 4 weeks written notice of the reduction is given;
- (b) the reduction in hours is required due to a major change which is likely to have a significant effect on employees, as prescribed in clause 39, and the part-time retail employee is given a reasonable explanation of why the reduction in hours needs to be made;
- (c) the hours are not reduced below the minimum prescribed in sub-clause 16.2; and
- (d) the part-time retail employee is given first option to work additional hours should extra hours become available.

16.6 Rosters for retail employees will be set on a regular basis and will not be subject to frequent variation from cycle to cycle.

17. CASUAL RETAIL EMPLOYEES

17.1. The engagement of a casual retail employee will be on a daily shift basis.

17.2. A casual retail employee who works ordinary hours will be paid the following loadings on the ordinary rate of pay:

All States		
Monday to Friday	7.00am-10.00pm	25%
Saturday	7.00am-7.00pm	28.5% or the applicable Saturday rate payable to casual retail employees under the General Retail Industry Award, whichever is higher.
Sunday	8.00am-6.00pm	88% or the applicable Sunday rate payable under the General Retail Industry Award, whichever is higher.

17.3. The loadings for all casual retail employees incorporate annual leave and sick leave entitlements except where Clause 21.1 applies.

17.4. Casual retail employees:

- (a) are rostered to work for a minimum of 3 hours ordinary time per day and a maximum of 9 ordinary hours per day, except twice a week or three times in a fortnight where a retail employee can be rostered to work up to 10 ordinary hours (exclusive of meal breaks);
- (b) will be engaged for a maximum of 38 hours per week;

17.5. Upon the request of a casual employee, employed for 6 months or more on regular and systematic shifts Priceline will convert the casual retail employee to a part-time employee on the conditions that apply to part-time employees under this agreement.

18. WAGE RATES

- 18.1. During the life of this Agreement, the following wage increases will apply to the existing rates of pay of all retail employees.
- (a) 1.5% increase to apply from 1 December 2016. Retail Employees will be back paid from the first full pay period on or after 1 December 2016
 - (b) 2% increase to apply from 1 December 2017 until 30 June 2018
- 18.2. The wage increases in sub-clause 18.1 will be paid from the first full pay period on or after the date specified in those clauses.
- 18.3. The wage rates that will apply to retail employees during the life of this Agreement are set out in Appendix 1 of this Agreement.
- 18.4. The union acknowledges and agrees 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 an enterprise agreement whether or not any such matter or claim is specifically identified in this Agreement. No claims about matters that could be included in a enterprise agreement shall be made by the union or the employees prior to the nominal expiry date of this Agreement.
- 18.5. For the avoidance of doubt, it is agreed that up to the nominal expiry date of this Agreement neither the union nor the employees will engage in or seek to engage in protected action under the Fair Work Act 2009 in relation to performance of any work covered by this Agreement or the employment of employees whose employment is subject to this Agreement.
- 18.6. (a) Full time adult employees in the Northern Territory will be paid the following allowance (NTA) in addition to the wages set out in Appendix 1 to this Agreement:
- i. \$18.68 per week for adult retail employees who work in a store north of the 20th parallel of south latitude;
 - ii. \$10.46 per week for adult retail employees who work in a store south of the 20th parallel of south latitude.
- (b) Part time adult employees will receive a pro-rata NTA (as a fraction of 38).
- (c) Casual adult retail employees will receive an NTA on a pro-rata basis (ie 1/38 per hour).
- (d) Junior employees will receive an NTA in the same proportion to the in sub-clause 26.1. The NTA does not apply to overtime hours.
- (e) The NTA is not payable during period of annual leave or other leave but is payable on the public holidays as per clause 22.

19. SPECIALIST SALES ASSISTANT

- 19.1. A full-time or part-time retail employee who works as a specialist sales assistant will be paid an additional 5% on the ordinary rates of pay set out in Appendix 1 of this Agreement from the date he/she is placed into this role.
- 19.2. For the purposes of this Agreement, a Specialist Sales Assistant is:
- (a) a retail employee who has been promoted within Priceline from another role such as a Sales Assistant to Specialist Sales Assistant to work within one of Priceline's two key categories such as Cosmetics or Wellness, or other categories as deemed of strategic importance to Priceline from time to time; or an employee who has been recruited externally to fulfil this role within a Priceline store.
 - (b) Specialist sales assistants required to attend training will be paid at their ordinary rate of pay to attend, except where overtime has become payable under Clause 21 (Overtime).
 - (c) In line with business needs an employee may be required to move from one category to another within the "specialist sales assistant" role.
 - (d) Should a specialist sales assistant move from this role into a sales assistant role, he/she will not be entitled to payment of the additional loading.

20. SUPERVISOR DUTIES

- 20.1. Any retail employee required to perform the duties of "Supervisor" for more than 2 hours during one day or shift will be paid at the Supervisor rate for the whole day or shift.
- 20.2. Any retail employee required to perform the duties of "Supervisor" for 2 hours or less during one day or shift will be paid at the Supervisor rate for the time worked only.

21. OVERTIME

- 21.1. Except where a retail employee works in accordance with the provisions of sub-clauses 15.2, 15.3 and 16.3, a retail employee is entitled to be paid overtime when:
- (a) Any retail employee required by their Store Manager (or management representative of Priceline) to attend work prior to their rostered shift, or to perform duties at the store following the end of their rostered shift, will be paid at the appropriate

rate for the additional hours worked (hours outside of their rostered hours).

- (b) a full-time retail employee works in excess of 46 hours in a week or in excess of 152 hours in any 4 week cycle;
- (c) a part-time retail employee works in excess of 38 hours per week or 152 hours in any 4 week cycle;
- (d) a casual retail employee works in excess of 38 hours per week;
- (e) a retail employee works in excess of 5 days in any week or in excess of 6 days when the retail employee works no more than 4 days in the following week;
- (f) a retail employee works in excess of 20 days in any 4 week cycle;
- (g) a retail employee works outside the spread of ordinary hours as provided for in clause 11 of this Agreement;
- (h) a retail employee works in excess of the provisions of subclauses 15.2(a), 16.2(a) and 17.4.(a);
- (i) a retail employee works on more than 6 days consecutively;
- (j) a retail employee is required to work a non-rostered shift other than in accordance with sub-clause 16.3;
- (k) a retail employee commences work without a 10 hour break between shifts including overtime; and
- (l) for the purposes of calculating overtime each day will be taken separately.

21.2. Overtime will be paid at the following rates:

(a) **Monday to Saturday**

full-time and part-time retail employees - first 2 hours 150%
and 200% thereafter;

casual retail employees – all states -- first 2 hours at 175% and 215% thereafter;

(b) **Sunday**

full-time and part-time retail employees - 200%;
casual retail employees – all states -215%;

(c) **Public Holiday**

full-time and part-time retail employees - 250%;
casual retail employees - 260%

- 21.3. A retail employee who works an extra hour or more overtime on a particular day and who was not given 24 hours notice of the overtime will be paid a meal allowance as per Appendix 1.

22. PUBLIC HOLIDAYS

- 22.1. The following days will be regarded as public holidays:

- (a) New Years Day;
- (b) Australia Day;
- (c) Labour Day (8 hour day);
- (d) Good Friday;
- (e) Easter Saturday (except Tasmania);
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Queen's Birthday (Birthday of Sovereign);
- (i) Christmas Day; and
- (j) Boxing Day (Proclamation Day in South Australia).

- 22.2. The following days will be taken in addition to the days named above, or in lieu of where stated:

Victoria - Melbourne Cup Day or a local racing day (in addition);

Western Australia - Foundation Day (in addition);

Northern Territory - Picnic Day or Show Day as regionally observed (in addition);

South Australia - the third Monday in May (Adelaide Cup) (in addition);

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

New South Wales - Picnic Day - the first Tuesday of November in any year or on any other day agreed to by the SDA (in addition);

Australian Capital Territory - Canberra Day and Family and Community day (in addition);

Queensland - in addition Exhibition (People's) Day or the appropriate regional show day.

- 22.3. Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in sub-clauses 22.1

and 22.2 above, those days are additional public holidays for the purposes of this Agreement.

22.4. Without limiting the operation of sub-clause 22.5 below, if the days set out in sub-clause 22.1 are substituted by another day as a result of an Act or Proclamation of a State or Territory government (substituted public holiday), then:

- (a) the provisions of sub-clauses 22.7 and 22.8 will apply to the substituted public holiday; and
- (b) the holiday which has been substituted will be regarded as a non-holiday and retail employees rostered to work on that day will be paid at the rates ordinarily applicable to that day.

22.5. When:

- (a) Christmas Day is a Saturday or Sunday a holiday in lieu of that day will be observed on 27 December;
- (b) Boxing Day is a Saturday or Sunday a holiday in lieu of that day will be observed on 28 December;
- (c) New Year's Day or Australia Day is a Saturday or Sunday a holiday in lieu of that day will be observed on the next Monday.

22.6. Work on a public holiday is voluntary.

22.7. Where a store does not open for trade on Easter Sunday, and a permanent retail employee would have been rostered to work on the day, they shall be entitled to payment for the day based on their appropriate wages applicable to a Sunday trading day, not at the Public Holiday rate.

22.8. A full time or part time retail employee who works on a public holiday will be paid at the rate of 250% with a minimum payment for 3 hours work.

22.9. A casual retail employee who works on a public holiday will be paid at the rate of 260% with a minimum payment for 3 hours work.

22.10. A full time retail employee whose rostered day off falls on a designated public holiday will receive either:

- (a) an additional day's ordinary pay; or
- (b) an additional day of leave.

22.11. A full-time or part-time retail employee who works an average of 5 days per week and whose non-working day falls on a public holiday, will receive either:

- (a) an additional day's ordinary pay; or

(b) an additional day of leave.

22.12. For a retail employee working after 6.00pm on Christmas Eve and New Years Eve is voluntary subject to the following:

- (a) volunteers will be sought at least 7 days prior to Christmas Eve and New Year's Eve where permanently rostered do not seek to work after 6.00pm on that day; and
- (b) in cases of permanently rostered staff not wanting to work at these times, they will be rostered to work on another day in the 4 week cycle and will be paid ordinary rates of pay for that roster.

23. MEAL AND TEA BREAKS

23.1. Retail employees will be entitled to an unpaid meal break after 5 hours of continuous work.

23.2. A retail employee will be allowed to leave the store for the whole of their meal break.

23.3. The following times may be taken for meal breaks:

- (a) 45 minutes between 11.00am and 3.00pm; and
- (b) 45 minutes between 4.30pm and 7.00pm.

23.4. A retail employee may by agreement take a meal break of less than 45 minutes but not less than 30 minutes.

23.5. No retail employee will commence a meal break before 11.00am unless they have worked for at least 3 hours continuously.

23.6. A retail employee who works for a period of 4 hours but less than 7 hours on any day is entitled to a paid tea break of 15 minutes (inclusive of walking time).

23.7. A retail employee who works 7 hours or more on any day is entitled to an additional paid tea break of 15 minutes (inclusive of walking time).

23.8. Tea breaks will be taken at a time agreed upon by retail employees and their store manager.

24. PAYMENT OF WAGES

24.1. Wages will be calculated and paid fortnightly in arrears, not later than Thursday in the week following completion of the fortnightly pay cycle.

- 24.2. Payments will be made by Electronic Funds Transfer ("EFT"). Charges relating to the EFT transfer will continue to be paid by Priceline.
- 24.3. Each retail employee must nominate a bank account into which their wages will be paid and will provide Priceline with the necessary details and authority so as to enable Priceline to pay the retail employees' wages by EFT.
- 24.4. Each retail employee will be supplied with a statement setting out details of the amount of wages earned, including any overtime, penalties, allowances and deductions made and the net amount paid.

25. SUPERANNUATION

- 25.1. Superannuation will be paid in accordance with relevant legislation, including Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

25.2. Superannuation Choice

An employee may elect to have their Superannuation paid into a complying Fund of their choice. If an employee does not choose a fund in accordance with the legislation, the Employer will make superannuation contributions for the employee into the default fund: Retail Employees Superannuation Trust (REST).

25.3. Additional Contributions

An employee may make contributions to a complying Fund in addition to those made by the Employer. An employee who wishes to make additional contributions must authorise the Employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.

- 25.4. An employee may vary his or her additional contributions by a written authorisation to the Employer. Additional employee contributions to the Fund requested under this clause shall be expressed in whole dollars or as a percentage of their wage.

25.5. Employer Superannuation Contributions

The Employer will contribute to the nominated or default Fund on behalf of all Employees, subject to them meeting minimum earnings requirements determined by legislation.

- 25.6. Superannuation contribution for casual Employees whose earnings meet the monthly threshold specified by the relevant Act shall be made on a monthly basis.
- 25.7. Priceline will make Superannuation contributions in accordance with the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.
- 25.8. The Employer's obligation to contribute to a Fund in respect of an employee ends on the employee's last day of employment with the Employer.

26. JUNIOR RATES

26.1. Junior retail employees will receive the following percentages of the ordinary rate of pay prescribed in Appendix 1:

16 years and under	50%
17 years	60%
18 years	70%
19 years	80%
20 years & Over	100%

PART 3: LEAVE

27. ANNUAL LEAVE

- 27.1. This clause applies only to full-time and part-time Employees.
- 27.2. Full-time and part-time Employees will accrue annual leave in accordance with the National Employment Standards set out in the Fair Work Act 2009.
- 27.3. A full-time retail employee is entitled to 152 hours of annual leave on ordinary pay at the end of each year of their employment.
- 27.4. A part-time retail employee is entitled to pro-rata annual leave based on the average weekly hours worked over each 4 week cycle in the year that the leave accrued.
- 27.5. Annual leave must be given and taken over a 4 week period or any other lesser period determined by mutual agreement between the retail employee and their Store Manager at the written request of the retail employee.
- 27.6. Store management must not unreasonably refuse requests for annual leave
- 27.7. The Employee and the Employer may agree to the taking of any amount of annual leave wholly or partly in advance of the employee becoming entitled to paid annual leave. In that case the right to further annual leave shall not occur until the employee has worked sufficient time to cover the leave taken in advance.

- 27.8. A retail employee must take their annual leave entitlement within 6 months after it has become due. Retail employees may only postpone the taking of annual leave beyond the 6 month period by written agreement with store management. If a retail employee has not taken their annual leave entitlement within 6 months after it has become due then their Store Manager may direct them to take annual leave.
- 27.9. Where a public holiday falls in a period during which a retail employee is on annual leave and it falls on a day the retail employee would normally be rostered to work, that retail employee's annual leave must be extended by one day for each public holiday falling in the period of annual leave.

27.10. Annual Leave Re-crediting

An employee who would otherwise be eligible for Personal leave or Compassionate leave during a period of Annual Leave will have their Annual Leave re-credited for that period of Personal leave or Compassionate leave. The annual leave will be re-credited subject to the employee satisfying the evidentiary requirements specified in Clause 28 and 29.

To facilitate the re-crediting of annual leave it will be necessary for the Company to deduct the value of annual leave loading for the period of leave re-credited from the employee's weekly earnings.

- 27.11. On termination of employment for any reason, a retail employee must be paid for all annual leave accrued in terms of sub-clauses 27.1 or 27.2.
- 27.12. A retail employee who takes less than five (5) days annual leave or single days of annual leave will be paid their leave pay in their usual pay cycle under Clause 24.
- 27.13. Existing full-time/part-time retail employees who change to casual employment will be paid their accrued leave prior to the change of employment classification. The leave loading (ALL) will only be paid on annual leave that has accrued in respect of completed years of service (entitlement).

27.14. **LOADING ON ANNUAL LEAVE**

An annual leave loading of 17½ % on the ordinary rate of pay will be paid for all annual leave taken and upon termination of employment. ("ALL").

28. PERSONAL/ CARER'S & PRENATAL LEAVE

28.1 Personal/ Carer's leave

- (a) Personal/ Carer's leave is available to full and part time employees for:
 - i. personal illness or injury or
 - ii. to provide care or support to a member of the employee's immediate family or household who requires care or support due to a personal illness, or injury; or who requires care or support due to an unexpected emergency.
- (b) An employee may use their Personal Leave entitlement without evidence provided that the absence does not exceed 2 consecutive days or 5 days in a calendar year.
- (c) Full-time and part-time employees will accrue and may take personal leave in accordance with the National Employment Standards set out in the Fair Work Act 2009.
- (d) Full time retail employees are entitled to 11 days of paid personal leave per annum. The entitlement for part time retail employees is pro-rated based on the average number of hours worked by the part time employee. [An employee's entitlement to personal leave accrues progressively during a year of service according to the employee's ordinary hours of work.]
- (e) The employee may take accrued paid personal leave entitlements for the purposes of the employee's illness or injury, carer's leave or prenatal leave in accordance with the provisions below.
- (f) Any unused personal leave will be cumulative from year to year, provided that the retail employee remains employed by Priceline.
- (g) A retail employee is not entitled to be paid for unused accumulated personal leave on termination of employment.
- (h) A retail employee must notify store management of any intended absence on personal leave as soon as practicable and advise the period, or expected period, of the leave.
- (i) Notice must be given to Priceline as soon as is reasonably practicable (which may be a time after the leave has started) and, must advise of the period, or expected period, of the leave.
- (j) An employee who has given Priceline notice of the taking of

leave must, if required by Priceline, give evidence that would satisfy a reasonable person such as a medical certificate or statutory declaration.

- (k) An employee shall not be entitled to paid personal leave for any period in respect of which they are entitled to worker's compensation.
- (l) Permanent employees may take personal leave on an hourly or daily basis as required and subject to approval

28.2 Unpaid Carer's leave

A retail employee (including a casual) may take 2 days of unpaid carer's leave for each occasion for the purpose of providing care to a family or household member because of;

- i. A personal illness or personal injury affecting the member, or
 - ii. An unexpected emergency affecting the member.
- (a) an employee cannot take unpaid carer's leave if the employee could instead take paid personal/ carer's leave.
 - (b) A retail employee may also by agreement with Priceline take annual leave in single day periods to a maximum of five (5) days per year as carer's leave, if the employee has exhausted paid personal leave entitlements.

28.3 Prenatal Leave

- (a) A full time or part time retail employee is entitled to use accrued personal leave entitlements to attend prenatal services. Prenatal leave may be taken for part of a single day.

29 COMPASSIONATE LEAVE

- 29.1 Full time and part time retail employees are entitled to 5 shifts of paid compassionate leave upon the death or serious injury/ illness of a spouse or child (including a stepchild or foster child, mother or father).
- 29.2 Full time and part time retail employees are entitled to paid compassionate leave upon the death or serious injury/ illness of a foster-mother, foster-father, step-parent, mother-in-law, father-in-law, brother, sister, grandparent or grandchild as follows:
 - (a) 3 shifts paid leave for travel within the employees home State.
 - (b) 4 shifts paid leave for travel interstate or overseas.

- 29.3 Provision 29.2(b) above only applies where the distance from the employee's home and funeral takes more than 2 hours by car.
- 29.4 Full time and part time retail employees are entitled to 2 shifts of paid compassionate leave upon the death or serious injury/illness of an aunt, uncle, niece or nephew, brother-in-law and sister-in law or member of the employees' household.
- 29.5 A retail employee who is granted compassionate leave may be required to provide proof of death to the satisfaction of Priceline.

30 DOMESTIC VIOLENCE LEAVE

- 30.1 Priceline recognises that employees sometimes face situations of domestic violence or abuse in their personal life perpetrated by a family member either during relationship or after separation.
- 30.2 Employees who experience family or domestic violence and require time off work to attend to medical appointments may use personal leave, as per clause 28.
- 30.3 Employees who experience family or domestic violence and require time off work to attend to legal proceedings and/or other related activities will be entitled to: unpaid leave for up to 2 days per occasion.
- 30.4 Consideration will be given to requests for further unpaid leave on a case by case basis.
- 30.5 Employees experiencing family or domestic violence will have the right to request flexible working arrangements in accordance with Clause 11.
- 30.6 An employee may be required to produce evidence that family or domestic violence has occurred, such as; a medical certificate, a document issued by the police service and/or court.
- 30.7 The employer and the employee will ensure all reasonable attempts are made to ensure personal information concerning matters of family or domestic violence are kept confidential and may only be divulged in exceptional circumstances or in consultation with one another or where it is imperative to maintain the safety of the employee and/or co-workers.

31 JURY SERVICE LEAVE

- 31.1 A retail employee will be allowed leave when required for jury service.
- 31.2 A retail employee who is required to give jury service must notify the store manager as soon as is reasonably practicable.
- 31.3 During such special leave the retail employee will be paid the difference between the jury service fees received and the wages the retail employee would have received had they worked during that period.
- 31.4 The retail employee must also provide Priceline with proof of jury service fees received.
- 31.5 A retail employee is not required to attend for work where absence on the jury service is a minimum of 5 hours inclusive of travelling time.
- 31.6 The number of days worked by a retail employee when combined with jury service must comply with the provisions of sub-clauses 15.2, 16.2 and 17.4.

32 SPECIAL LEAVE

32.1 Leave of Absence

- (a) A full-time or part-time retail employee with more than 1 year of continuous service, may with Priceline's approval, take a period of unpaid leave of absence provided that:
 - i. the minimum period of absence is not less than 2 weeks;
 - ii. the maximum period of leave does not exceed 3 months at any one time;
 - iii. all paid leave entitlements have been used;
 - iv. the leave is not sought during the months of November, December or January;
 - v. the retail employee makes a written application for leave of absence at least 3 months before they intend to take leave; and
 - vi. if a retail employee does not return from unpaid leave on the agreed date (or a later agreed date), Priceline may consider this as abandonment of employment.
- (b) Continuity of service
 - i. Leave of absence under this clause will not break

- continuity of service of the retail employee concerned;
- ii. Where a retail employee takes approved leave of absence, all entitlements to paid leave are frozen from the date of commencement of the unpaid leave until the date of return from such leave.
- (c) Reasons for leave of absence
- i. for the purpose of this clause, leave of absence, may be sought by:
 - a. a retail employee who wishes to travel overseas or interstate for an extended period; and
 - b. a retail employee who requires time off to care for a sick or injured close relative.
 - ii. the criteria in (i) above are not exhaustive.
- (d) Any of the above conditions for the taking of leave of absence under this clause may be waived by the agreement between Priceline and the employee concerned.

32.2 Study Leave

- (a) A full-time or part-time retail employee who is studying and requires time to attend exams may, by agreement with Priceline, take up to 4 weeks unpaid leave per calendar year.
- (b) Study leave may also be taken in single day absences. The retail employee must make a written application for study leave at least 1 month in advance.

32.3 Natural Disaster Leave

- (a) Retail employees will be given unpaid leave in the event of a natural disaster which threatens their property or creates a need for them to care for their children.
- (b) Natural disaster includes a cyclone yellow alert, flooding and bush fire.

32.4 Emergency Services Leave

- (a) A full-time or part-time retail employee who is a member of a recognised voluntary or community service organisation or unit will be given up to 3 days paid leave per year when they are required for duty in emergency situations which may affect the community.
- (b) Retail employees on emergency services leave must keep Priceline informed of how much leave they require to deal

with the emergency.

- (c) Retail employees must provide Priceline with proof of attendance at the emergency.
- (d) A full-time or part-time retail employee may, by agreement with Priceline, take up to 2 days per year emergency services leave to assist in non-local emergencies. The provisions of sub-clauses (b) and (c) above will also apply to this form of emergency service leave.

32.5 Defence Force Leave

- (a) Full-time and part-time retail employees will be given up to 2 weeks per calendar year to attend Defence Force Reserve training camps or exercises.
- (b) A retail employee taking this leave will be paid the difference, if any, between what they are paid by the Defence Force and what they would have earned had they been working at Priceline.
- (c) A retail employee must provide Priceline with proof of attendance at the camp/exercise and proof of payment.
- (d) A retail employee who intends taking Defence Force leave must give Priceline at least one month's notice of the start and end date of the camp/exercise.

33 PARENTAL LEAVE

- 33.1 Parental Leave will be administered in accordance with the National Employment Standards (NES) and the Fair Work Act 2009.
- 33.2 Full-time and part-time retail employees are entitled to Parental Leave if they have completed 12 months continuous service immediately preceding the commencement of parental leave with Priceline.
- 33.3 Casual retail employees who have worked on a regular and systematic basis for a continuous period of 12 months immediately preceding the commencement of parental leave, are entitled to unpaid parental leave under the provisions of this agreement.
- 33.4 Priceline will give particular consideration to the needs of retail employees who have returned to work after a period of parental leave when setting rosters.
- 33.5 Priceline will provide retail employees with the same position that the retail employee held prior to taking leave or before taking lesser duties as a result of the pregnancy, or a job of similar status and pay to that previously held.

- 33.6 To be entitled to leave, Priceline retail employees must also comply with the requirements of Priceline's current Leave Policy when applying for Parental Leave including appropriate completion of forms, timeframes for submitting paperwork etc.
- 33.7 Priceline will supplement entitlements under the NES as follows:
- (a) all full-time and part-time retail employees are entitled to up to 78 weeks unpaid parental leave (pro-rata for part-time employees) if the leave is associated with:
 - i. the birth of a child of the employee or the employee's spouse or de facto partner (if the employee is the primary carer of the child); or
 - ii. the placement of a child with the employee for adoption; and the employee has or will have a responsibility for the care of the child
 - (b) an employee may request to extend the period of unpaid parental leave by giving Priceline written notice of the extension at least 4 weeks before the end date of the original leave period. Parental leave can be extended for up to 26 weeks unpaid leave in accordance with the NES, provided the maximum period of leave from the date of the birth of the child is 24 months. Only one extension is permitted. Priceline may refuse the request for an extension only on the grounds set out in the NES.
 - (c) all full-time and part-time (pro-rata) retail employees wishing to take birth related leave (employee is a pregnant female) will be paid four (4) weeks leave at their base rate of pay (per Appendix 1). This payment will be made in two instalments – two (2) weeks paid leave will be made at commencement of leave, and two (2) weeks will be paid upon the retail employees return to work (in the first pay period);
 - (d) all full-time and part-time (pro-rata) retail employees wishing to take parental leave that is not birth-related will receive paid leave for the first two (2) weeks at their base rate of pay (per Appendix 1) at the time the leave is taken; and
 - (e) all full-time and part-time (pro-rata) retail employees wishing to take adoption related leave will receive four (4) weeks paid leave at their base rate of pay per Appendix 1), at the time the child is placed in the employee's care, as long as the retail employee is the primary care giver and is a permanent employee. This payment will be made in two instalments – two (2) weeks paid leave will be made at commencement of Adoption Leave, and two (2) weeks will be paid upon the retail employees return to work (in the first pay period);

- 33.8 Retail Employees wishing to take Parental Leave must provide their Store Manager with a letter at least 10 weeks before the date of confinement, confirming the expected date of confinement together with the required documentation as stated in the NES and provide their Store Manager with a letter advising of their intention to return to work at least 4 weeks prior to the end of their Parental Leave.
- 33.9 If the leave is associated with Adoption the retail employee must:
- (a) provide their Store Manager with a letter from an Adoption Agency or other appropriate authority advising of the expected date of placement of the child in their custody;
 - (b) provide their Store Manager with a letter at least 10 weeks before, or as soon as practicable, confirming the date they will be starting their leave, and;
 - (c) provide their Store Manager with a letter advising of their intention to return to work at least 4 weeks before the end of their Adoption Leave.
- 33.10 A Retail employee wishing to commence Parental leave earlier than 6 weeks before the expected date of birth for medical reasons may take Special maternity leave with the provision of a medical certificate.
- 33.11 If a Retail employee continues to work during the 6 week period before the expected date of birth of the child, Priceline may ask the employee to give Priceline a medical certificate containing a Statement of whether the employee is fit for work in line with the requirements set out in Section 73(1) of the NES.
- 33.12 A Retail employee may request to shorten her period of parental leave by providing Priceline prior notice in writing.
- 33.13 In relation to a still birth or the death of the baby, where a Retail employee is already on parental leave and she chooses to return to work earlier than when she originally intended, Priceline will grant her return to work within 4 weeks of her advising Priceline in writing of her requirement to return to work..
- 33.14 A Retail employee is entitled to a period of unpaid special maternity leave if she is unfit for work because the pregnancy ends within 28 weeks of the expected date of birth of the child.
- 33.15 A Retail employee on parental leave is entitled to be kept informed of decisions by their employer that will have a significant effect on the status, pay or location of their pre-parental leave position. Priceline will take all reasonable steps to give the

employee information about (and an opportunity to discuss) the effect of any such decisions on the employee's position.

34 LONG SERVICE LEAVE

- 34.1 Long service leave will be given and taken in accordance with applicable legislation applying in each State and Territory.

35 BLOOD DONOR LEAVE

- 35.1 Full-time and part-time retail employees wishing to donate blood during ordinary working hours will be entitled to be absent from work for two (2) hours for the purpose of donating blood without deduction of pay.
- 35.2 The provisions of clause 35.1 above will apply to a maximum of four (4) absences per year.
- 35.3 A retail employee wishing to donate blood must give reasonable notice of his/her intention to do so and must also endeavour to arrange to donate blood at either the beginning or end of his/her shift.

PART 4: TERMINATION OF EMPLOYMENT

36 NOTICE OF TERMINATION

- 36.1 In order to terminate the employment of a retail employee for a reason other than a reason which would justify instant dismissal Priceline will give notice to the retail employee concerned as follows:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

Retail employees over 45 years of age with 2 years continuous service will receive an additional weeks' notice.

- 36.2 For the purposes of sub-clause 36.1, the reasons which could justify instant dismissal of a retail employee include, but are not limited to:

- (a) failure to comply with reasonable and lawful directions of Priceline or a person authorised by Priceline to give such directions;
 - (b) an act of dishonesty, including fraudulent misuse of Priceline funds, property or resources;.
 - (c) an act or a failure to act which is likely to cause serious harm or damage to the reputation or business of Priceline either directly or indirectly;
 - (d) the wilful neglect of duties;
 - (e) conviction of a criminal offence which affects the retail employee's capacity to perform his or her duties or which could or is likely to bring Priceline into disrepute;
 - (f) intoxication or the state of being under the influence of a banned substance in the workplace;
 - (g) the use of objectionable or obscene language within the workplace;
 - (h) a workplace related assault; or
 - (i) any other act which amounts to serious misconduct.
- 36.3 In dealing with retail employees under clause 36.2(b) above, Priceline will adhere to the Retail Security Guidelines (NSW) as per Appendix 2.
- 36.4 Priceline may pay a retail employee in lieu of notice instead of requiring the retail employee to work out their notice.
- 36.5 Employment may also be terminated part by notice and part by payment.
- 36.6 Payment in lieu of notice will be calculated on the basis of the rates of pay set out in Appendix 1 of this Agreement of this Agreement.
- 36.7 A retail employee giving notice of termination to Priceline must give Priceline one week's notice in writing.
- 36.8 Priceline may, in its discretion, accept a lesser period of notice from a retail employee. If however, Priceline does not accept a lesser period of notice Priceline may deduct an amount equal to the notice which should have been given from any monies owing to the retail employee excluding long service leave entitlements.
- 36.9 Upon termination of a retail employee howsoever occurring, the retail employee will be required to return any company property in their possession.

37 STATEMENT OF SERVICE

- 37.1 Priceline will provide on request a written statement of service specifying the period of employment and the job classification of work performed by the retail employee.

38 REDUNDANCY

- 38.1 This clause does not apply to casual employees, or employees engaged for a specific period of time, or for a specific task.
- 38.2 In the event of a retail employee's position becoming redundant, the following procedure will apply:
- (a) Priceline will hold discussions with the SDA and retail employee(s) directly affected by the redundancy;
 - (b) the discussions will take place as soon as is practicable after the redundancy is contemplated by Priceline and before a final decision is made;
 - (c) the discussions will deal with:
 - i. the reasons for the redundancy;
 - ii. measures to avoid or minimise the termination;
 - iii. any other issue which may be relevant.
 - (d) prior to the discussions taking place, Priceline will provide all relevant information in writing to the SDA and retail employee(s). However, Priceline will not be required to disclose confidential information, which if disclosed, would or could affect Priceline's interests.
- 38.3 A retail employee who is made redundant will be given notice in accordance with sub-clause 36.1 of this Agreement.
- 38.4 In addition to the notice prescribed in sub-clause 36.1 each retail employee who is made redundant will receive a severance payment calculated as follows:

Years of Service	Under 45 Years of Age Entitlement	45 Years of Age & Over Entitlement
Less than 1 yr	Nil	Nil
1 yr & less than 2 yrs	4 weeks	5 weeks
2 yrs & less than 3 yrs	7 weeks	8 weeks
3 yrs & less than 4 yrs	8 weeks	9 weeks
4 yrs & less than 5 yrs	9 weeks	10 weeks
5 yrs & less than 6 yrs	11 weeks	12 weeks
6 yrs & less than 7 yrs	12 weeks	13 weeks
7 yrs & less than 8 yrs	14 weeks	15 weeks
8 yrs & less than 9 yrs	15 weeks	16 weeks
9 yrs and over	17 weeks	17 weeks

- 38.5 For the purposes of this Agreement, "weeks pay" means the ordinary pay set out in Appendix 1.
- 38.6 A retail employee may terminate their employment during the period of notice. A retail employee who does this will not be entitled to payment in lieu of notice but will be entitled to severance pay in accordance with sub-clause 38.4 above.
- 38.7 The provisions of sub-clause 38.4 do not apply to a retail employee whose conduct during the notice period justifies instant dismissal.
- 38.8 During the period of notice, a retail employee will, at a time agreed with their store manager, be allowed a reasonable time off work to attend job interviews.
- 38.9 A retail employee who is transferred to lower paid duties will be paid at the higher rate of pay for the duration of the period of notice.
- 38.10 A retail employee will not be entitled to a severance payment in circumstances where the employee is offered employment by a successor, transferee, transmittee, subsidiary, or related body corporate, of Priceline, on terms no less favourable than the employees existing terms and conditions, with no loss of accrued entitlements and continuity of service.
- 38.11 No severance payment will be made under clause 38.4 above in circumstances where a retail employee is made an offer as described in 38.10 or is offered suitable alternative employment and unreasonably rejects it.

38.12 In the event of the closure of a Priceline company-owned store, Priceline will undertake all reasonable steps to explore redeployment opportunities for affected employees within other Priceline company-owned stores.

39 INTRODUCTION OF CHANGE IN THE WORKPLACE

39.1 Priceline's Duty to notify

This term applies if Priceline:

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

39.2 Major change

For a major change referred to in paragraph 39.1:

- (a) Priceline must notify the relevant employees and the SDA of the decision to introduce the major change; and
- (b) The relevant employee/s may appoint a representative for the purposes of the procedures in this term and advise Priceline of the representative, which may include the SDA. Priceline will recognise the appointed representative. Where an employee does not appoint a representative, Priceline recognises the SDA as the default representative of its employees.
- (c) As soon as practicable after making its decision, Priceline must discuss with the relevant employees and the SDA:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures Priceline is taking to avert or mitigate the adverse effect of the change on the employees.
- (d) for the purposes of the discussion provided at 39.2(c) Priceline must—provide, in writing, to the relevant employees and the SDA:
 - (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.

39.3 However, Priceline is not required to disclose confidential or commercially sensitive information to the relevant employees or the SDA.

39.4 Priceline must give prompt and genuine consideration to matters raised about the major change by the relevant employees and/or the SDA.

39.5 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Priceline, the requirements set out in clause 39.2 paragraph (2)(a) 39.2 and subclauses (3) and (5) are taken not to apply.

39.6 In this term, a major change provided for in 39.1(a) 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 Priceline'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.

39.7 Change to regular roster or ordinary hours of work

(a) In addition to the provisions contained in 39.2, for a change to the regular roster or ordinary hours of work of team members, Priceline must also invite the relevant team members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(b) Where Priceline proposes to introduce a change to the regular roster or ordinary hours of work of employees the Rostering provisions at clause 10 shall still apply.

PART 5: TRAINING AND QUALIFICATIONS

Priceline is committed to the growth and development of employees.

40 TRAINING

- 40.1 There will be times that employees will be required to attend Priceline training workshops including but not limited to: Beauty & Health Academy Workshops, Customer Experience Selling Skills, Certificate 1, 2 & 3 retail training programs and other product & brand training awareness programs. Attending and completing the training programs are an integral part to Priceline employees continued role development, current knowledge in Priceline policies and procedures. The training is deemed an essential requirement for the successful fulfilment of their role and necessary to provide Priceline's customers with the level of service expected and required.
- 40.2 The refusal of a Sales Assistant or Specialist Sales Assistant to attend and / or successfully complete these training programs, as required by Priceline, may result in review of their role.
- 40.3 Retail employees who are required to attend trade nights hosted by suppliers will be paid at their ordinary rate of pay. However, prior approval must be obtained from his/her Store Manager or Retail Business Manager (RBM). Priceline will also pay all reasonable transport and parking costs associated with attending the event only on the basis that prior approval has been obtained.
- 40.4 Any other attendance at a trade or product night is voluntary and employees attending such events will not be paid.
- 40.5 Casual employees may be rostered for a minimum of 2 hours in order to attend induction or structured training provided that these hours are additional to the hours normally worked by the casual employee concerned. Payment for this attendance will be at the ordinary rate of pay.

41 OPPORTUNITIES FOR FURTHER STUDY

- 41.1 The parties recognise that all full time and part time retail employees who wish to undertake further study or training relevant to their work at Priceline are eligible for support under the API Study Support Policy as varied and amended by API from time to time.
- 41.2 Priceline will ensure that all eligible retail employees are made aware of the benefits and opportunities available to them under the API Study Support Policy.

PART 6 - MISCELLANEOUS

42 STAND DOWN

- 42.1 Priceline may deduct payment for any part of a day during which a retail employee cannot usefully be employed because of any strike, breakdown of machinery, or any stoppage of work for any cause for which Priceline cannot reasonably be held responsible and which results in the closure of a store
- 42.2 Any such time lost shall be counted as time worked in computing sick leave under this agreement, and shall not break continuity of employment for the purposes of any entitlements.

43 TRAINING LEAVE

- 43.1 Priceline will grant paid leave to a retail employee who is appointed as an SDA delegate in accordance with the roster they would have worked, whilst the employee is attending a Trade Union Training Course (Course) conducted by or under the auspices of the Trade Union Training Australia Inc. provided that:
 - (a) A maximum of five (5) days leave per store per calendar year will be available to all employees in each store, with such leave being non-cumulative;
 - (b) An additional 5 days' Training Leave per store will be available for new delegates where the standard 5 days per store has been utilised. For the purpose of this sub-clause a new delegate shall mean a delegate who has not completed the introductory delegates course but shall not include specific issues training, for example, enterprise bargaining;
 - (c) A retail employee who wishes to apply for leave under this

clause must apply in writing and have the application endorsed by either a State or Federal Union official of the union;

- (d) The employee must provide not less than 28 days' notice of the intention to attend a course;
- (e) Training leave will not be granted during the following periods:
 - (i) From 1 November until after 31 January;
 - (ii) The week of Easter; and
 - (iii) The weeks before Mother's Day and Father's Day.
- (f) Priceline will not be required to pay the employees travel or accommodation costs arising from the employee's participation in training.
- (g) Unless otherwise authorised training Leave will not be granted to an employee to attend a course that they have already undertaken and completed; and
- (h) On completion of the course the retail employee is to provide proof satisfactory to Priceline that they attended the training.

44 ACCIDENT MAKE-UP PAY - VICTORIAN RETAIL EMPLOYEES

- 44.1 If a retail employee in Victoria receives weekly compensation following an accident or injury under the Accident Compensation Act 1985 (Vic) ("the Act") and if that weekly compensation is less than the retail employee would have received for working their average rostered hours (normal weekly wage), then Priceline agrees to pay the difference between the normal weekly wage and the weekly compensation subject to the limitations set out in sub-clause 44.2 below.
- 44.2 The payment will be limited to a maximum of 39 weeks from the date of injury.
- 44.3 This clause will not apply to an injury suffered during the first fourteen (14) consecutive days of employment (including non-working days) in which the retail employee is incapacitated.

45 HEALTH AND SAFETY

- 45.1 The parties to this Agreement are committed to the operation of safe working practices and the good health of all retail employees.

Priceline will ensure it meets its obligations under relevant State and Territory occupational health and safety legislation.

- 45.2 Priceline has established a national health and safety committee to maintain the requirements of the relevant State legislation. The function of that health and safety committee will include ensuring:
- (a) that the elected health and safety representative at each location holds regular meetings and that the minutes of such meetings are forwarded to the national committee for actioning;
 - (b) that all retail employees are provided with the proper training in the performance of their jobs in order to ensure good health and safety practices. Such training may include attendance at approved OH&S courses;
 - (c) that all work related injuries are reported to the appropriate level of management and are formally recorded;
 - (d) that all unauthorised or irresponsible use of company equipment which puts the safety of retail employees at risk is investigated and where appropriate disciplinary action being taken against the employee(s) concerned;
 - (e) that retail employee concerns regarding any health and safety issue should be raised through the health and safety committee.
- 45.3 Priceline agrees to meet with SDA representatives to discuss Occupational Health and Safety issues and Equal Opportunity issues provided that:
- (a) there is only one meeting every six (6) months;
 - (b) the meetings are requested by the SDA;
 - (c) the meetings take place at Priceline's National Office or the SDA's National Office.
- 45.4 Priceline must provide each retail employee with such safety equipment, as may be reasonably necessary, to enable the retail employee to perform their duties.
- 45.5 Employees who are rostered to work at times outside their normal shift times will, if necessary, be provided with a safe escort to their motor vehicles or transport home where their usual means of transport is not available.

46 TRAVEL ALLOWANCE

46.1 Excess travelling costs

- (a) Where an employee is required by Priceline to move temporarily from one branch or shop to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the employer.

46.2 Travelling time reimbursement

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

46.3 Transfer of employee reimbursement

- (a) Where Priceline transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family.

46.4 Transport allowance

- (a) Where Priceline requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance as set out in Appendix 1.

46.5 Transport of employees reimbursement

- (a) Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee's usual place of residence. This will not apply if

Priceline provides or arranges proper transportation to and/or from the employee's usual place of residence, at no cost to the employee.

- (b) Provided always that an employee may elect to provide their own transport.
- (c) provided further that this clause will not apply to employees engaged under provision of shift-work

47 LAUNDRY ALLOWANCE

- (a) Where Priceline requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing then Priceline will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.
- (b) Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid the following applicable allowance:
 - (i) For a full-time employee—\$6.25 per week;
 - (ii) For a part-time or casual employee—\$1.25 per shift.

48 RELATIONSHIP TO THE SDA

- (a) For the duration of this Agreement, Priceline recognises the SDA as the union having coverage of its retail employees.
- (b) SDA officials will by prior arrangement with Priceline Store Managers be given a reasonable amount of access of stores for the purposes of promoting the SDA and recruiting new members, without disruption to normal business operational requirements and employer obligations to employees

49 ADDRESS FOR SERVICE

Service of any document will be deemed to have been effected by delivery or facsimile transmission to the following addresses:

Priceline
Priceline Pty Ltd (ACN 005 968 310) of 250 Camberwell Rd,
Camberwell, Victoria, 3124

SDA
Level 6, 53 Queen Street
Melbourne
Victoria 3000

Signed for and on behalf of Priceline Pty Ltd as the Authorised Representative:

Name:  (print full name)

Title: **Richard Vincent**
..... **Director**

Address:
..... **250 Camberwell Road**
..... **Camberwell VIC 3124**

In the presence of:

Name:  (print full name)

Title: **Peter Sanguinetti**
..... **Director**

Address:
..... **250 Camberwell Road**
..... **Camberwell VIC 3124**

**Signed for and on behalf of SHOP DISTRIBUTIVE AND ALLIED EMPLOYEES' ASSOCIATION
as the Bargaining Representative:**

Name: Julia Fox (print full name)

Title: National Assistant Secretary

Address: 6/53 Queen St,
..... Melbourne
..... VIC 3000

In the presence of:

Name: Kate Biddlestone (print full name)

Title: National Industrial officer

Address: 6/53 Queen St
..... Melbourne
..... VIC 3000

APPENDIX 1 WAGE RATES

WEEKLY EMPLOYEES (Full-time / Part-time) 1.5% wage increase effective from 1 December 2016									CASUAL EMPLOYEES ALL STATES - 1.5% wage increase effective from 1 December 2016							
	Rate per week	Ordinary rate per hour	Evening loading after 6pm 10%	22% Loading	188% Loading	Overtime 150%	Overtime 200%	Public Hol 250%		Rate per week 25% loading	Ordinary rate per hour 25% loading	28.5% Loading	188% Loading	Overtime 170%	Overtime 215%	Public Hol 260%
	Mon - Sat	Mon - Fri	Mon-Fri	Saturday	Sunday					Mon-Fri	Mon-Fri	Saturday	Sunday			
Adult	785.01	20.6582	22.7240	25.2030	38.8374	30.9873	41.3164	51.6455	Adult	981.26	25.8227	26.5458	38.8374	35.1189	44.4151	53.7113
20 years	785.01	20.6582	22.7240	25.2030	38.8374	30.9873	41.3164	51.6455	20 years	981.26	25.8227	26.5458	38.8374	35.1189	44.4151	53.7113
19 years	628.01	16.5266	18.1792	20.1624	31.0699	24.7898	33.0531	41.3164	19 years	785.01	20.6582	21.2366	31.0699	28.0951	35.5321	42.9690
18 years	549.51	14.4607	15.9068	17.6421	27.1862	21.6911	28.9215	36.1518	18 years	686.88	18.0759	18.5820	27.1862	24.5832	31.0906	37.5979
17 years	471.01	12.3949	13.6344	15.1218	23.3024	18.5924	24.7898	30.9873	17 years	588.76	15.4936	15.9275	23.3024	21.0714	26.6491	32.2268
16 years	392.51	10.3291	11.3620	12.6015	19.4187	15.4936	20.6582	25.8227	16 years	490.63	12.9114	13.2729	19.4187	17.5595	22.2076	26.8556
SPECIALIST SALES ASSISTANT (Full-time / Part-time) 1.5% wage increase effective from 1 December 2016																
		Ordinary rate per hour	Evening loading after 6pm 10%	22% Loading	188% Loading	Overtime 150%	Overtime 200%	Public Hol 250%								
		Mon-Fri	Mon-Fri	Saturday	Sunday											
Adult		21.6911	23.8602	26.4631	40.7793	32.5366	43.3822	54.2277								
20 years		21.6911	23.8602	26.4631	40.7793	32.5366	43.3822	54.2277								
19 years		17.3529	19.0882	21.1705	32.6234	26.0293	34.7058	43.3822								
18 years		15.1838	16.7021	18.5242	28.5455	22.7757	30.3675	37.9594								
17 years		13.0147	14.3161	15.8779	24.4676	19.5220	26.0293	32.5366								
16 years		10.8455	11.9301	13.2316	20.3896	16.2683	21.6911	27.1139								
ALLOWANCES																
Meal	17.05															
Travel	0.88															
Laundry																
Full time Sales Assistant	6.25 per week															
Part time and Casual Sales Assistant	1.25 per shift															
Supervisor - Additional 10% (must work in that position for a minimum of 2 hours to qualify for any additional payment)																

APPENDIX 1 WAGE RATES

WEEKLY EMPLOYEES (Full-time / Part-time) 2% wage increase effective from 1 December 2017

	Rate per week	Ordinary rate per hour	Evening loading after 6pm 10%	22% Loading	188% Loading	Overtime 150%	Overtime 200%	Public Hol 250%
	Mon - Sat	Mon - Fri	Mon-Fri	Saturday	Sunday			
Adult	800.71	21.0714	23.1785	25.7070	39.6141	31.6070	42.1427	52.6784
20 years	800.71	21.0714	23.1785	25.7070	39.6141	31.6070	42.1427	52.6784
19 years	640.57	16.8571	18.5428	20.5656	31.6913	25.2856	33.7142	42.1427
18 years	560.50	14.7499	16.2249	17.9949	27.7299	22.1249	29.4999	36.8749
17 years	480.43	12.6428	13.9071	15.4242	23.7685	18.9642	25.2856	31.6070
16 years	400.36	10.5357	11.5892	12.8535	19.8071	15.8035	21.0714	26.3392

SPECIALIST SALES ASSISTANT (Full-time / Part-time) 2% wage increase effective from 1 December 2017

	Ordinary rate per hour	Evening loading after 6pm 10%	22% Loading	188% Loading	Overtime 150%	Overtime 200%	Public Hol 250%
	Mon-Fri	Mon-Fri	Saturday	Sunday			
Adult	22.1249	24.3374	26.9924	41.5948	33.1874	44.2498	55.3123
20 years	22.1249	24.3374	26.9924	41.5948	33.1874	44.2498	55.3123
19 years	17.6999	19.4699	21.5939	33.2759	26.5499	35.3999	44.2498
18 years	15.4874	17.0362	18.8947	29.1164	23.2312	30.9749	38.7186
17 years	13.2750	14.6024	16.1954	24.9569	19.9124	26.5499	33.1874
16 years	11.0625	12.1687	13.4962	20.7974	16.5937	22.1249	27.6561

ALLOWANCES

Meal 17.05

Travel 0.88

Laundry

Full time Sales Assistant 6.25 per week

Part time and Casual Sales Assistant 1.25 per shift

Supervisor - Additional 10% (must work in that position for a minimum of 2 hours to qualify for any additional payment)

CASUAL EMPLOYEES ALL STATES - 2% wage increase effective from 1 December 2017

	Rate per week 25% loading	Ordinary rate per hour 25% loading	28.5% Loading	188% Loading	Overtime 170%	Overtime 215%	Public Hol 260%
	Mon-Fri	Mon-Fri	Saturday	Sunday			
Adult	1000.89	26.3392	27.0767	39.6141	35.8213	45.3034	54.7855
20 years	1000.89	26.3392	27.0767	39.6141	35.8213	45.3034	54.7855
19 years	800.71	21.0714	21.6613	31.6913	28.6570	36.2427	43.8284
18 years	700.62	18.4374	18.9537	27.7299	25.0749	31.7124	38.3499
17 years	600.53	15.8035	16.2460	23.7685	21.4928	27.1820	32.8713
16 years	500.44	13.1696	13.5383	19.8071	17.9106	22.6517	27.3928

APPENDIX 2

Security Guidelines

Recommended Guidelines Concerning Security Procedures Touching Employees in the Retail Industry 30th March, 1979

Preamble

The following guidelines are designed to deal with the industrial relations difficulty that arises where security measures are taken by a retail employer concerning an employee suspected of dishonest practices. They should be honoured in the spirit rather than in the letter. They should have application in normal situations but it ought to be understood that, if abnormal situations arise making it impossible for them to be adhered to, the Union shall accept, in place of the guidelines, such protective measures as are within the spirit of the guidelines but which may not be embraced within their written terms.

While the spirit of the guidelines is intended to apply to all retail employment, the Union and the R.T.A accept that they shall be confined in the detail of their terms to major employers in the industry.

A. Basis of Guidelines

1. The Shop Distributive and Allied Employees Association ("the Union") recognises that retail employers have the right to protect their property, interests and effects and have the right to establish and maintain proper security precautions towards this end.
2. The Union recognises that such security precautions shall include, at times, the employment of trained security personnel, charged with the responsibility of carrying out security investigations in a responsible manner
3. The Union unreservedly states that it does not condone or countenance dishonesty, or any other form of malpractice, in the industry.
4. The Union recognises that its members have an obligation under their employment contracts to carry out their duties in fidelity to their employer's interests and that members of the Union shall at all times act to protect the property, interests and effects of their employer against theft or dishonesty by any person.
5. Within these general principles the Union is concerned to ensure that a proper regard is paid to its members particularly interests and liberties and, to this end, agrees to these guidelines as normally regulating security matters touching the employment of its members.

B. Employee Interviews

1. When an employer is trying to discover whether, or by whom, an offence or breach of Company security has been committed, it is entitled to question any employee, whether suspected or not, from whom it thinks that useful information may be obtained.
2. As soon as an employer has reasonable grounds for suspicion that an employee has committed an offence, it shall ask such employee whether he or she shall agree to be questioned in connection therewith and upon such agreement being forthcoming, the employer shall caution the employee before putting to him or her any questions, or further questions, relating to that offence. The caution shall be in the following terms:

"you are not obliged to say anything unless you wish to do so but what you say may be put in writing and given in evidence".

After giving of the above caution, the employer shall then bring to the employee's attention the right under these guidelines to ask for the attendance of a nominated employee who is immediately available to be present as a witness during the course of the interview.

3. The employer may object to the presence of any particular person as a witness at such interview if there is reason to believe that the witness may be in some way involved in the subject matter of the interview. The attendance of an employee as a witness at a security interview shall be on the understanding that the witness shall not reveal to any person not involved in the interview what has taken place or been said in the course of such interview and that the witness shall not interrupt or frustrate the course of the interview.
4. During the course of any such interview management or security personnel shall conduct themselves in a courteous manner towards the employee being interviewed.
5. Where a security investigation involves an employee remaining at the employer's premises, or elsewhere at the employer's direction, outside of the employee's ordinary working time, such employee shall be paid overtime in accordance with the Agreement, for all time so spent.
6. As a general principle, employees who have been interviewed with regard to a security matter should not be transferred to another work place, have a change of duties or sustain any disciplinary action until the security investigation has been completed. However, in the spirit of these guidelines it is acknowledged that there may be circumstances in which it may be desirable to transfer an employee, or change their duties. In such a case maximum care is to be exercised by the employer so as to

prevent any odium attaching to the employee as a result of the transfer or change in duties. In such a case the Union shall be advised of such transfer, change of duties or disciplinary action.

C. Cash Shortage

1. Employees whose duties involve the handling of money shall not be held responsible for the repayment of any shortages, which may occur unless such employee has sole access to such money.
2. This provision shall not affect the employer's right to take such disciplinary or legal action, as the employer considers necessary.

D. Security Checks of Bags, Parcels and/or Lockers

1. Employers are entitled to conduct routine security checks of employee bags and/or parcels at points of exit and entry used by employees.
2. Individual security checks of bags, parcels and/or lockers shall not take place unless the employee concerned is present, or alternatively that the employee has given permission for such search to take place in his or her absence.
3. Where a search or check is to take place in the employee's absence, the employee may nominate some other responsible employee to be present during such proposed search or checks.

E. Employee Purchases

Employees may only make purchases at their current workplace prior to their rostered shift, at the conclusion of their shift (including overtime), and during allocated breaks (paid or unpaid). Under no circumstances is it acceptable for the transaction of employee purchases be completed by another employee, other than those listed above.

Transactions relating to employee purchases must be sighted and the receipt signed, by the Store Manager, Assistant Manager or the employee responsible for the store at the time of the transaction.

All purchases from the store or the employee's current workplace must be check-sealed, signed and dated by the Store Manager, Assistant Store Manager, or the employee responsible for the store at the time of the transaction. Receipts or other proof of purchase are not a replacement for check-seals.

All purchases made by the employee, where benefit to the employee is gained in the form of a discount or other reward, are for the personal use of the employee and must not be purchased by the employee on behalf of a friend or relative.

F. Carrying of Monies?

Employees involved in the responsibility of carrying moneys belonging to the employer, to or from a bank or other institution, shall at such times, be accompanied by a responsible fellow employee. No employer shall require an employee to have money claimed, handcuffed or fastened to an employee's person, unless such fastening is engaged to the employee with a quick release mechanism.

G. Sister Club

Employees must only scan a Sister Club card belonging to the Customer making the purchase.

Employees are not to permit the usage of their SisterClub card by Family, friends, relatives, Priceline Customers or other Priceline Employees.

Any discounts or other benefits gained from the use of a Sister Club card must be from the employee's own card, and cannot be gained from the use of any other Sister club card such as a Customer, family member or another employee of Priceline.

H. Promotions, Gifts and Give-aways

For the purposes of this section, promotional benefit should be viewed as any store activity, promotion, program or offer designed to give benefit to a customer as a result of the customer purchasing product in any Priceline store or outlet. Further clarification needed?

I. Discounts

Staff discounts are exclusively for employees when purchasing goods for themselves and are not transferable to any other person. Employees cannot give discounts, other than those gained by the presentation of a valid Sister Club card or discount voucher as stipulated above, to customers without the permission of the Store Manager, Assistant Store Manager, or Retail Business Manager.

J. Employee Entry Outside of Rostered Shifts

Employees should not enter any restricted areas of the workplace outside of their rostered shifts plus fifteen minutes before or after the commencement or conclusion of their shift.

Employees wishing to enter restricted areas of the workplace outside of their rostered shifts must obtain prior permission from the Store Manager, Assistant Store Manager or the employee responsible for the store on the day.

Under these circumstances the "visitors" registry must be completed as though the employee were an external visitor.

K. Employee Entrances and Exits

An employer may require its employees to use employee entrances and exits while entering or leaving the store during such time as the employee is rostered to work. An employer shall not require an employee to use employee entrances and exits in a store when an employee wishes to enter the store as a customer on rostered days off, or during periods of annual or long service leave or other leave.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

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

Major change

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

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

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

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

Thursday, 2 November 2017

Commissioner Harper-Greenwell
Fair Work Commission

Email: member.assist@fwc.gov.au
Dear Commissioner,

Undertaking to the Fair Work Commission

Priceline Retail Employees Enterprise Agreement 2017 (AG2017/3172)

Priceline makes the following undertakings in relation to the application for approval of the Priceline Retail Employees Enterprise Agreement 2017:

1. That with respect to clause 15.3, this was included in the Agreement in error when filed with the application for approval and we undertake to remove this clause from the Agreement.
2. That with respect to clause 9, Priceline agrees that employees will not be restricted to representation of fellow employees or a Union representative during a dispute and that they can nominate any person to represent them.
3. That with respect to clause 27.8, Priceline will not apply the terms provided in this clause that an employee must take their annual leave entitlement within six months' after it becomes due.

As directed, the views of the bargaining representative, the Shop Distributive and Allied Employees' Association, have been sought and agreement was reached in relation to the proposed undertakings.

Yours sincerely,

Juliana Carruthers

HR Manager