



## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

### **North Adelaide Service Partnership T/A Romeo's Retail Group (AG2019/169)**

### **ROMEO'S RETAIL GROUP ENTERPRISE AGREEMENT 2018**

Retail industry

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 10 JULY 2019

*Application for approval of the Romeo's Retail Group Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Romeo's Retail Group Enterprise Agreement 2018* (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). It has been made by North Adelaide Service Partnership T/A Romeo's Retail Group (Employer). The Agreement is a single enterprise agreement.

[2] 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.

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

[4] I observe that Clause 27.4 of the Agreement, which states that where a permanent employee is absent from his or her employment on the working day before or after a public holiday without reasonable excuse or without the consent of the Employer, will not be entitled to payment for the Public Holiday, is likely to be inconsistent with the National Employment Standards (NES). However, noting Clause 7 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[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 is approved and, in accordance with s.54 of the Act, will operate from 17 July 2019. The nominal expiry date of the Agreement is 1 June 2021.



DEPUTY PRESIDENT

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

## **ROMEO'S RETAIL GROUP ENTERPRISE AGREEMENT 2018**

### **PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT**

#### **1. TITLE**

This Agreement will be known as the Romeo's Retail Group Enterprise Agreement 2018.

#### **2. ARRANGEMENT**

Clause No      Subject

#### **PART 1 - APPLICATION AND OPERATION OF AGREEMENT**

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**3. COVERAGE AND PERSONS BOUND**

This Agreement applies to the Romeo's Retail Group (which currently comprises of the companies listed in Schedule F) and its Employees, excluding those employed as:

- 3.1 Department Manager;
- 3.2 Assistant Department Manager;
- 3.3 Assistant Store Manager;
- 3.4 Store Manager;
- 3.5 Any other managerial position;
- 3.6 Butcher Tradesperson;
- 3.7 Butcher Apprentice; or
- 3.8 Meat Packer working solely in the Meat Department.

For clarity, this Agreement applies to Clerks and Clerical Assistants employed to work in or around office facilities located at the retail store presently located at North Adelaide. This Agreement does not apply to any other clerks or clerical assistants.

A copy of this Agreement and the NES will be made available in each store.

#### **4. DURATION OF AGREEMENT**

This Agreement will commence operation seven (7) days after approval by the Fair Work Commission. This Agreement will have a nominal expiry date of 1 June 2021.

#### **5. NO EXTRA CLAIMS**

There will be no extra claims for the life of this Agreement whether related to the employment relationship or otherwise.

#### **6. ENTIRE AGREEMENT**

This Agreement is the entire Agreement between the parties and, to the extent permitted by law and unless an intention to the contrary appears in this Agreement, this Agreement expressly excludes any other entitlement(s) arising under any industrial instrument, including but not limited to the General Retail Industry Award 2010, and any other industrial instruments which would ordinarily apply during the life of this Agreement.

The intention of this Agreement is to provide for all benefits and entitlements applicable to Employees in a comprehensive document (unless otherwise specified in this Agreement).

This Agreement replaces any other enterprise agreement(s) that currently apply to the

Employers listed in Schedule F and their Employees covered by the Coverage and Persons Bound clause in this Agreement.

## 7. NATIONAL EMPLOYMENT STANDARDS

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency

## 8. DEFINITIONS

Whenever the following words or expressions are used in this Agreement, they will have the meaning set out in this clause.

8.1 **Shop Assistant** is a position classification for an Employee engaged in or about the supermarket or store in all or any of the following classes of work:

- (a) weighing, price marking, wrapping and/or dispatching of goods and slicing meat for the purpose of service in the service deli;
- (b) replenishing and/or maintaining stocks of goods, including stock fillers;
- (c) generally assisting on the floor of the shop or shop assistant (as defined); and
- (d) making direct sales to the public and in doing so accepting payment for goods sold.

8.2 **Clerical Assistant** means an employee accountable for basic clerical and office tasks under closer direction using established practices procedures and instructions. Employees at this level may include new recruits with limited relevant experience. Duties may include reception, switchboard, maintaining records (financial or otherwise), use of software packages and/or creating and maintaining financial summaries and reports.

8.3 **Clerk** means an employee who has achieved a standard to be able to perform specialised or nonroutine tasks or features of the work. Employees at this level will require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgement in carrying out their assigned duties. Duties may include preparing basic financial reports, providing specialised advice, and using specialised computer software packages to create or maintain records and prepare reports I

8.4 **Baker** means an employee who holds a relevant trade qualification as a baker and is required to utilise the skills of that trade qualification for the majority of

the time in a week.

- 8.5 **Employee or Employees** means an employee or employees employed by any one or more of the Employers listed in Schedule F of this Agreement in any of the classifications named and defined in this Agreement.
- 8.6 **Employer** means The Romeo's Retail Group (which currently comprises the companies listed in Schedule F of this Agreement).
- 8.7 **Fair Work Act** means the *Fair Work Act 2009* (Cth).
- 8.8 **NES** means the National Employment Standards set out in Part 2-2 of the Fair Work Act.
- 8.9 **Ordinary Hours of Work** are as set out in clause 23.1 of this Agreement.
- 8.10 **Supervisor** is a person in charge of Employees who directs the performance of their work and who is in turn responsible to the manager of the department.
- 8.11 **Ordinary Weekly Rate** means the weekly rate of pay set out in clause 19 and Schedule A of this Agreement for ordinary hours worked and does not include any additional amounts, including but not limited to overtime rates, penalty rates, loadings, leave loading or allowances.
- 8.12 **Ordinary Hourly Rate** means the Ordinary Weekly Rate, divided by thirty-eight (38), and rounded off to the nearest whole cent.
- 8.13 **Union** means the Shop, Distributive and Allied Employees' Association.

## 9. CONTRACT OF HIRING

- 9.1 Upon engagement, an Employee will be informed by his or her relevant Employer of their type of employment, which will be permanent full-time, permanent part-time or casual.
- 9.2 The six (6) month probationary period as set out in clause 10 of this Agreement will be agreed with the Employee prior to their engagement.
- 9.3 Upon engagement, or anytime thereafter, any Employee who is requested to do so must provide the Employer with reasonable proof of age, proof of ability to work in Australia and/or proof of identification.
- 9.4 The hours of work for casual Employees will be noted on the fortnightly roster and will vary depending on the operational requirements of the Employer.
- 9.5 An Employee not attending for work, except as provided elsewhere in this

Agreement or where permitted by the Fair Work Act, will not be provided with payment for the time of any non-attendance.

## **10. PROBATIONARY PERIOD**

All new Employees (other than casual Employees) will be employed subject to a six (6) month probationary period. At any time during the probationary period, the Employee or the Employer may terminate the employment of the new Employee with one (1) week's notice. However, Employees dismissed for conduct that at common law justifies instant dismissal are not entitled to any notice.

## **11. FULL-TIME EMPLOYEES**

11.1 A full-time employee will be rostered for an average of thirty-eight (38) hours per week, worked in any of the following forms, or by agreement over a longer period:

- 38 hours in one (1) week;
- 76 hours in two (2) consecutive weeks;
- 114 hours in three (3) consecutive weeks; or
- 152 hours in four (4) consecutive weeks.

11.2 Any time worked in accordance with clause 11.1 is considered ordinary time and overtime will not be payable. However, it is agreed that the maximum ordinary hours worked in any one (1) week by an Employee will not exceed forty-eight (48).

11.3 A full-time Employee will be rostered to work for a minimum of four (4) hours on a day on which they are rostered, but no more than nine (9) ordinary hours on any one day provided that for one day per week an employee can be rostered for eleven (11) hours

## **12. PART-TIME EMPLOYEES**

12.1 Permanent Employees that are specifically and regularly engaged for an agreed number of hours less than thirty-eight (38) per week will be deemed to be part-time Employees.

12.2 Upon engagement the number of hours, days of work and start and finish times will be agreed in writing. Any variation to these agreed hours must be in writing.

12.3 Part-time Employees will be rostered to work a minimum of ten (10) ordinary hours per week. Subject to a maximum daily engagement of nine (9) ordinary hours on any one day provided that for one day per week an employee can be rostered for eleven (11) hours, part-time Employees can work a maximum of one hundred and fifty two (152) hours in a four (4) week cycle without overtime

being payable. The minimum engagement for part-time Employees will be three (3) hours.

- 12.4 Part-time Employees will be paid the appropriate Ordinary Hourly Rate for all hours agreed in accordance with clause 12.1 and 12.2 (plus any penalties in accordance with clause 24).
- 12.5 In addition to working their contract hours as per their standard roster, a part-time Employee can be offered additional hours based on the operational needs of the Employer (additional hours). Additional hours may change with operational needs and are not guaranteed to be offered. The Employee may accept the additional hours on the terms below, or the Employee can decline the additional hours without penalty.
- 12.6 Additional hours are offered on a voluntary basis in addition to the Employee's existing standard roster, and an Employee may accept additional hours up to a maximum of 38 hours (contract hours + additional hours combined) in any one (1) week. The Employee needs to provide their consent to the additional hours in writing before the additional hours are worked otherwise overtime rates apply.
- 12.7 A part-time Employee can choose to provide standing consent and their personal availability (in writing) in order to work additional hours, provided such standing consent may be varied or revoked by the Employee at any time. Such a variation or revocation in writing may be made by electronic means including by email or via an application. A record of the agreement and any variations to it (including by way of standing consent) will be retained by the Employer and provided to the Employee on request. This may be provided by electronic means as noted above. Any hours worked in accordance with this clause will be paid at the Ordinary Hourly Rate plus any applicable penalties.
- 12.8 Additional hours will be paid at the Employee's base rate of pay and treated as ordinary hours for all other purposes of this Agreement, including any penalty rates or loadings applicable to the hours worked, the payment of superannuation, applicable leave accrual, and for the purposes of allowances and breaks.
- 12.9 A part-time Employee will not be rostered to work a total number of hours (contract hours + additional hours combined) in excess of one hundred and fifty two (152) hours in any 4-week cycle without the payment of overtime rates.
- 12.10 In the event a part-time Employee cannot work any agreed additional hours due to illness or injury, the Employee is entitled to use accrued personal leave.
- 12.11 Where a part-time employee regularly and systematically works hours in excess of their contracted hours over a period of twelve (12) months, they shall be

given the opportunity to increase their contracted hours to reflect the hours that they have been regularly working.

- 12.12 Part-time Employees will be entitled to leave, on a pro-rated basis, in accordance with the provisions of this Agreement. Leave will accrue for all ordinary hours worked.

### 13. CASUAL EMPLOYEES

- 13.1 Employees engaged as casual will be deemed to be casual Employees hired by the hour.
- 13.2 The Ordinary Hourly Rate for casual Employees will be the Ordinary Hourly Rate for a permanent Employee of the same classification, plus a casual loading of 25%.
- 13.3 Casual Employees will receive a minimum period of engagement of three (3) hours for each engagement, other than on induction, where a minimum of two (2) hours may apply where the engagement is for training purposes only.
- 13.4 Where a casual employee is notified of the cancellation of their shift with less than two (2) hours' notice, the employee will be entitled to the minimum payment for that shift.
- 13.5 A casual employee who works regular and systematic hours over a period of twelve (12) months may apply to convert to part-time or full-time with their part-time or full-time contract to reflect the hours that they are regularly working. Such application will not be unreasonably refused.

### 14. TRAINEES

Trainees will be paid in accordance with the rates set out in Schedule A of this Agreement despite the Employee's Trainee status.

### 15. TERMINATION OF EMPLOYMENT

- 15.1 Notice of Termination by Employer

15.1.1 In order to terminate the employment of an Employee the Employer will give the Employee the following notice:

<i>Period of continuous Service</i>	<i>Period of notice</i>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks

5 years and over

4 weeks

15.1.2 In addition to the notice in subparagraph 15.1.1 above, an Employee over forty-five (45) years of age at the time of the giving of notice, with not less than two (2) years' continuous service, will be entitled to additional notice of one (1) week.

15.1.3 Payment in lieu of the notice prescribed in subparagraphs 15.1.1 and/or 15.1.2 hereof will be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The Employer reserves the right to request that an Employee not work out any notice period, regardless of whether that notice is given by the Employee or Employer.

15.1.4 In calculating any payment in lieu of notice, the amount payable will be the payments the Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had employment not been terminated.

15.1.5 The period of notice in this clause will not apply in the case of:

- dismissal for conduct that at common law justifies instant dismissal;
- casual Employees; or
- employees engaged for a specific period of time on a fixed term contract or for a specific task or tasks.

15.2 Notice of Termination by Employee

In order to terminate employment, an Employee will give the Employer the following notice:

<i>Period of continuous service</i>	<i>Period of notice</i>
Less than one year	1 week
One year and over	2 weeks

15.3 Time Off During Notice Period

Where an Employer has given notice of termination to an Employee, the Employee will be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at a time that is convenient to the Employee and Employer.

15.4 Statement of Employment

The Employer will, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.

15.5 Payment in Lieu

If an Employer makes payments in lieu for a period of notice or part thereof, the period for which the payment is made will be treated as service for the purposes of computing any service-related entitlement of the Employee arising pursuant to this Agreement.

15.6 Where the employment of an Employee is terminated in accordance with the notice prescribed in paragraph 15.2, the Employer and Employee may by mutual agreement waive the whole or part of the period of notice.

15.7 Notice of termination may be given at any time; however the termination of employment will take effect at the end of a day's work, or by the payment or forfeiture (as the case may be) of the wages appropriate to the notice period.

**16. ABANDONMENT OF EMPLOYMENT**

16.1 The absence of an employee from work for a continuous period exceeding three (3) working days, without the consent of the Employer and without notification to the Employer, will be prima facie evidence that the Employee has abandoned their employment.

16.2 Where permitted by the Fair Work Act if, within a period of fourteen (14) days from an Employee's last attendance at work, or the date of their last absence in respect of which notification has been given or consent has been granted, an Employee has not established to the satisfaction of their Employer that they were absent for reasonable cause, the Employee will be deemed to have abandoned their employment.

**17. REDUNDANCY**

17.1 Redundancy entitlements will be in accordance with the NES.

17.2 Where an Employee is made redundant within the meaning of the NES, an Employee's entitlement to severance will be in accordance with the NES, namely:

<b>Period of continuous service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay

2 years and less than 3 years	6 weeks pay
3 year and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and less than 8 years	13 weeks pay
8 years and less than 9 years	14 weeks pay
9 years and less than 10 years	16 weeks pay
More than 10 years	12 weeks pay

### **Consultation**

17.3 Where the Employer has made a firm decision that an Employee's position will be made redundant, within the meaning of the NES, the Employer must have discussions, as soon as practicable, with the Employees directly affected and, where requested by an affected Employee, the Union or other nominated representative. The discussions must include:

17.3.1 the reasons for the proposed redundancies;

17.3.2 measures to avoid or minimize the redundancies; and

17.3.3 measures to mitigate the adverse effects of any terminations on the Employees concerned.

17.4 For the purpose of these discussions the Employer must, as soon as practicable, provide in writing to the Employees concerned and, where requested by the Employee, the Union, or other nominated representative, all relevant information about the proposed terminations, including:

17.4.1 the reasons for the proposed terminations;

17.4.2 the number and categories of Employees likely to be affected;

17.4.3 the number of workers normally employed; and

17.4.4 the period over which the terminations are likely to be carried out.

17.5 The Employer is not required to disclose confidential information, the disclosure of which, when looked at objectively, would be against the Employer's interests.

### **Notice**

17.6 If the services of an Employee are to be terminated due to redundancy, the Employee must be given notice of termination or payment in lieu, as prescribed by this Agreement.

- 17.7 Employees to whom notification of termination of employment is to be given on account of the introduction or proposed introduction by the Employer of automation or other like technological changes, in the industry in relation to which the Employer is engaged, must be given not less than three (3) months notice of termination.
- 17.8 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but he/she is not entitled to payment in lieu of notice.
- 17.9 An Employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.
- 17.10 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

#### **Lower Paid Duties**

- 17.11 Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. The Employer may, at the Employer's option, provide payment in lieu of notice should a transfer occur.

### **18. TRANSFER OF BUSINESS**

Any transfer of business will be regulated by the Fair Work Act.

### **19. WAGES AND ALLOWANCES**

- 19.1 The Ordinary Weekly Rate of pay for permanent Employees is set out in Schedule A of this Agreement. The rate payable in Schedule A does not include overtime rates, penalty rates, loadings, leave loading or allowances.
- 19.2 Allowances are payable in accordance with Schedule B.

### **20. PAYMENT OF WAGES**

- 20.1 Wages will be paid weekly in arrears and will be credited directly into a nominated bank account on Thursday of each week. In a short week, such as a

week with a Public Holiday, payment will be made on either Thursday or Friday.

- 20.2 The Employer will supply to each Employee a pay-slip, either in electronic or hard copy form, with each pay which shows the calculation of gross earnings, any deductions, and the net pay received by the Employee.
- 20.3 The pay week runs from Monday morning until Sunday night with the pay day falling on the following Thursday.
- 20.4 Where for any reason the employer wishes to change the pay day, then the employer shall provide at least four (4) weeks' written notice to the employee of such change.

## **21. SUPERANNUATION**

- 21.1 Superannuation will be paid for the benefit of Employees in accordance with the Superannuation Guarantee legislation (or any successor legislation) and any other relevant superannuation legislation in force from time to time.
- 21.2 Unless an Employee has nominated a particular superannuation fund to receive superannuation contributions made for their benefit, the Employer will make available the following funds each offering a MySuper product:
- (i) Care Super (an Industry Fund);
  - (ii) MLC Super Fund;
  - (iii) Colonial First State FirstChoice Superannuation Trust,

And make contributions into the superannuation fund the Employee elects.

### **Employee Contributions**

- 21.3 Employees who wish to make additional contributions to their superannuation fund may direct the Employer to do so on their behalf.
- 21.4 After receiving such a direction and assuming the direction and the fund to which it relates are compliant with the applicable legislation, the Employer will be required to make the deduction and forward it to the fund on behalf of the Employee.
- 21.5 The amount of the contribution will be expressed in whole dollars.
- 21.6 After the first contribution, the amount of contribution will only be adjusted from the first full pay period in July each year.

### Absence from work

21.7 Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 21.1 and pay the amount authorised under clauses 21.3:

21.7.1 **Paid leave**—while the employee is on any paid leave;

21.7.2 **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
- (ii) the employee remains employed by the employer.

## 22. SUPPORTED WAGE PROVISIONS

The Supported Wages provisions contained in the General Retail Industry Award 2010 and the Clerks (Private Sector) Award 2010 will apply during the life of this Agreement. Employees who are entitled to supported wages in accordance with these provisions will be paid the following applicable percentage of the wages contained in this Agreement:

<b>Assessed capacity</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

## 23. HOURS OF WORK

23.1 Span of Ordinary Hours

The Ordinary Hours of Work will be from 6am until midnight on any day of the week.

23.2 Where the Employer and Employee agree, hours worked outside of the span in clause 23.1 may be counted as part of the Employee's ordinary weekly hours so

long as the Employee receives the applicable overtime rate. Such an agreement must be recorded in writing.

23.3 Limit of Ordinary Hours

Ordinary Hours of Work for Employees will not exceed

- Nine (9) hours in any one (1) day or eleven (11) hours one day per week; or
- One hundred and fifty-two (152) hours in any twenty-eight (28) day period.
- A maximum of forty eight (48) hours in any one week.

**24. PENALTIES, OVERTIME AND PUBLIC HOLIDAY RATES**

**Penalty Rates**

24.1 The following penalty rates will apply to all Employees for each hour of work performed by them in the time periods noted below:

Day	From	to	Perm	Casual
Monday - Friday	6am	7am	150%	175%
Monday - Friday	7am	6pm	100%	125%
Monday - Friday	6pm	11pm	125%	125%
Monday - Friday	11pm	midnight	150%	175%
Saturday	6am	7am	150%	175%
Saturday	7am	11pm	125%	135%
Saturday	11pm	midnight	150%	175%
Sunday	6am	9am	200%	225%
Sunday	9am	11pm	150%	175%
Sunday	11pm	midnight	200%	225%
Public Holidays			225%	250%

24.2 The penalty rates in the table in clause 24.1 will be calculated by reference to the base hourly rate for a permanent employee.

24.3 Where the rate payable to a casual employee after 6pm under the Agreement is less than the rate payable to the casual employee after 6pm under the Award as amended from time to time, the casual employee will be entitled to the appropriate penalty rate in the Award for all hours worked.

24.4 Where the rate payable to a casual employee on a Saturday under the Agreement is less than the rate payable to the casual employee on a Saturday under the Award as amended from time to time, the casual employee will be

entitled to the Saturday penalty rate in the Award for all hours worked.

- 24.5 Where the rate payable to an employee, including a casual, on a Sunday under the Agreement is less than the rate payable to the employee on a Sunday under the Award as amended from time to time, the employee will be entitled to the Sunday penalty rate in the Award for all hours worked.

### **Overtime**

- 24.6 Where a Permanent Employee works:

- (i) in excess of the maximum number of Ordinary Hours of Work set out in clause 23.3; or
- (ii) is required to work outside the span of hours in clause 23.1; or
- (iii) works outside their agreed rostered hours other than in accordance with clause 12.6, 12.7 or 25.8; or
- (iv) outside of the rostering provisions in clause 25,

the Employee must be paid overtime rates for the hours in excess of the maximum permitted.

- 24.7 Where a Casual Employee works:

- (i) in excess of thirty eight (38) ordinary hours or, where the casual employee works in accordance with a roster, in excess of thirty eight (38) ordinary hours per week averaged over the course of the roster cycle; or
- (ii) is required to work outside the span of hours in clause 23.1; or
- (iii) in excess of eleven (11) hours on one day of the week and in excess of nine (9) hours on any other day of the week,

the Employee must be paid overtime rates for the hours in excess of the maximum permitted.

- 24.8 For Permanent Employees, overtime is payable at the rate of 150% of the Ordinary Hourly Rate for each of the first three (3) hours worked on any one day, and at 200% of the Ordinary Hourly Rate for each hour worked in excess of three (3) hours overtime on any one (1) day. For Casual Employees, overtime is payable at the rate of 175% of the Ordinary Hourly Rate for each of the first three (3) hours worked on any one day, and at 225% of the Ordinary Hourly Rate for each hour worked in excess of three (3) hours overtime on any one (1) day.

- 24.9 Where an Employer and an Employee mutually agree in writing, the Employee may be allowed time off in lieu of payment for overtime. Such time off in lieu of payment for overtime must be taken off work at a mutually agreed time within a twenty-eight (28) day period. Time off work in lieu of payment for overtime must be in substitution for ordinary hours that the Employee would otherwise be obliged to work. An Employee taking time off work in lieu of payment for overtime must be permitted to take that time off work without loss of pay for the ordinary hours that the Employee would otherwise be obliged to work but for the operation of this provision. Time off in lieu will accrue at the overtime equivalent.
- 24.10 Any overtime worked by an Employee on a Sunday will be paid at 200% of the Ordinary Hourly Rate for all hours worked by permanent Employees and 225% of the Ordinary Hourly Rate for all hours worked by casual Employees.
- 24.11 Any overtime worked by an Employee on a Public Holiday will be paid at 250% of the Ordinary Hourly Rate for all hours worked.
- 24.12 Overtime for all Employees is calculated on a daily basis.

#### **Sunday Work – Clerks**

- 24.13 In the event that a permanent Clerk or Clerical Assistant is required to work on Sunday, the permanent Clerk or Clerical Assistant will be paid at the rate of 200% of their Ordinary Hourly Rate for each hour of overtime performed on a Sunday. In the event that a casual Clerk or Clerical Assistant is required to work on Sunday, the casual Clerk or Clerical Assistant will be paid at the rate of 225% of their Ordinary Hourly Rate for each hour of overtime performed on a Sunday.

#### **Public Holidays**

- 24.14 Where a permanent Employee works on a public holiday, they will be paid at the rate of 225% of their Ordinary Hourly Rate for each hour worked. Where a casual Employee works on a public holiday, they will be paid at the rate of 250% of their Ordinary Hourly Rate for each hour worked. This loading is the total rate payable for each hour worked and is not in addition to any other penalty rates for overtime or loadings which may otherwise be payable.
- 24.15 Clerks are ordinarily not required to work on Public Holidays. In the event that a Clerk is required to work on a Public Holiday, they will be paid at the rate of 250% of their Ordinary Hourly Rate for each hour worked. This loading is the total rate payable for each hour worked and is not in addition to any other penalty rates for overtime or loadings which may otherwise be payable.

## **Shift-Work**

- 24.16 This clause will apply to employees who specifically agree to work shift-work.
- 24.17 For the purpose of this clause, shift-work means a shift starting at or after 6pm on one day and before 5am on the following day.
- 24.18 Shift-work does not include a shift which starts and finishes on the same day within the span of ordinary hours.
- 24.19 All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.
- 24.20 Any shift-work performed between midnight Sunday and midnight Friday will be paid at the rate of 130% of the ordinary time rate of pay.
- 24.21 Any shift-work performed on a Saturday will be paid at the rate of 150% of the ordinary time rate of pay.
- 24.22 Any shift-work performed on a Sunday will be paid at the rate of 200% of the ordinary time rate of pay.
- 24.23 The shift loading for casual employees in clause 24.20, 24.21, and 24.22 will be calculated by reference to the employee's Ordinary Hourly Rate and paid in addition to the casual loading.
- 24.24 Where an employee elects to work shift-work on a public holiday, the public holiday rate in clause 24.14 will apply.
- 24.25 For the purpose of this clause, where a shift falls partly on a public holiday, the shift which commences on the public holiday will be regarded as the public holiday shift. Provided that if the employee elects not to work on a public holiday such employee will be entitled to be absent without loss of pay.
- 24.26 Provided that in any shop where it is mutually agreed between an employer and the majority of employees engaged under the provisions of this clause another shift may be substituted for the shift which commences on the holiday as the holiday shift and in such instances the provision of clause 24.14 will apply.
- 24.27 Notwithstanding the provision of clause 26 all rest breaks and meal breaks taken by shift-workers are paid breaks and form part of the hours of work.
- 24.28 Shift-work rosters cannot be varied so as to avoid the provision of the public holiday entitlements of shift-workers.
- 24.29 Rosters of shift-workers cannot be arranged so as to have the shift-worker work both shift-work and non-shift-work in the same week.

## 25. ROSTERS

- 25.1 Hours of work will be continuous, except for rest breaks and meal breaks.
- 25.2 No full-time or part-time Employee will work more than twenty (20) shifts in a twenty-eight (28) day period.
- 25.3 Ordinary hours will be worked on not more than five (5) days in each week, provided that if ordinary hours are worked on six (6) days in one (1) week, ordinary hours in the following week will be worked on no more than four (4) days.
- 25.4 Ordinary hours will not be worked over more than six (6) consecutive days.
- 25.5 Ordinary hours will be worked so as to provide an employee with two consecutive days off each week or three consecutive days off in a two (2) week period.
- 25.6 An Employee who regularly works Sundays will be rostered so as to have three (3) consecutive days off each four (4) weeks and the consecutive days off will include Saturday and Sunday. This requirement will not apply where the Employee requests in writing and the Employer agrees to other arrangements which are to be recorded in the time and wages records. It cannot be made a condition of employment that an Employee make such a request. An Employee can terminate the agreement by giving four weeks' notice to the Employer.
- 25.7 If an Employee commences a new shift before there has been a twelve (12) hour break, then the Employee will be paid at the overtime rate of double the Ordinary Hourly Rate for each hour thereafter until twelve (12) hours have elapsed since the completion of the previous shift. This may be reduced to 10 hours by mutual agreement between the Employee and Employer.
- 25.8 Notice of any change of rosters for full-time and part-time Employees will be given in writing at least one (1) week prior to the change, unless the Employer and Employee mutually agree to a lesser period of notice, or there are unforeseen circumstances that do not allow this. If the employee does not agree to the change, they will be given a minimum of 14 days' notice during which time there will be discussions aimed at resolving the matter in accordance with clause 40 and clause 41.
- 25.9 The following provision will apply to the manner in which full-time Employees are rostered to work their ordinary hours:
- 25.9.1 a fixed or rotating day off in each twenty-eight (28) day period or by the working of a nine and a half (9.5) hour day for each of four (4) days, as

directed by the Employer, in any seven (7) day period: or

25.9.2 a specific written agreement between each Employee and the Employer as to the manner of working ordinary hours. Such agreement may include the Employee working on the basis of:

- a shorter working day of not more than four (4) hours work in ordinary time on one day in each two (2) week period;
- a shorter working day of not more than six (6) hours work in ordinary time on one (1) day in each week;
- shorter working day of not more than 7.6 hours work in ordinary time on any one (1) day.

25.10 All permanent full-time and part-time Employees will be entitled to a minimum of one (1) weekend off in every four (4) weekends.

25.11 The Employer may, with the agreement of the majority of Employees in an establishment, or with the individual Employee concerned, substitute the day or part of the day that the Employees are, or the individual Employee is, to take off. Such substituted day or part-day is to be arranged and taken as soon as practicable and in any event prior to the next rostered day or part-day off.

25.12 An Employee may, with the agreement of the Employer, substitute the day or part-day that the Employee is to take off. Such substituted day or part-day is to be taken as soon as practicable and in any event prior to the next rostered day or part-day off.

25.13 An Employer may seek a specific written agreement for an alternative roster in accordance with this clause at any time during the employment of an Employee, including at the time of engagement of a new full-time Employee.

25.14 When amending an Employee's roster, the Employer will comply with the consultation requirements set out in Schedule E.

25.15 When contemplating roster changes the Employer will be mindful of the Employee's needs and will endeavor to keep roster changes to a minimum and will take into account roster changes that affect family responsibilities and study commitments, where practicable.

25.16 An Employee's roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable. Should such circumstances arise the employee will be entitled to such penalty, loading or benefit as if the roster had not been changed.

25.17 A roster for all Employees showing normal starting and finishing times, and the surname and initials of each Employee, will be prepared by the Employer and will be posted in a conspicuous place or places accessible to the Employees concerned at least 1 week in advance and for permanent employees, once set, can only be changed by mutual agreement in writing.

## 26. BREAKS

26.1 Employees will be entitled to breaks in accordance with the following table:

Hours worked	Rest break	Meal break
Work less than 4 hours	No rest break	No meal break
Work 4 hours or more but no more than 5 hours	One 10 minute rest break	No meal break
Work more than 5 hours but less than 7 hours	One 10 minute rest break	One meal break of at least 30 minutes but not more than 60 minutes.
Work 7 hours or more but less than 10 hours	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	One meal break of at least 30 minutes but not more than 60 minutes.
Work 10 hours or more	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	Two meal breaks each of at least 30 minutes but not more than 60 minutes.

26.2 The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the Employee during work hours.

26.3 An Employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing work. An employee cannot be required to take a rest break combined with a meal break.

26.4 No Employee can work more than 5 hours without a meal break.

26.5 The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this Agreement.

26.6 Rest breaks are paid breaks and meal breaks (except for shift-workers) are unpaid breaks.

## **27. PUBLIC HOLIDAYS**

27.1 This section is to be read subject to the provisions of the Fair Work Act.

27.2 All work on Public Holidays will be worked by Employees on a voluntary basis. If, however, there are insufficient volunteers to work on a Public Holiday, to the extent permitted by the Fair Work Act, the Employer will nominate Employees to work and such Employees will be required to work.

27.3 If a permanent Employee is not required by the Employer to work any part of the Employee's Ordinary Hours of Work on a Public Holiday, the Employee is entitled to be absent from work on that Public Holiday. An Employee absent from work on a Public Holiday in accordance with this clause must be paid the appropriate wages for the number of ordinary hours that the Employee would have worked if it had not been a Public Holiday.

27.4 Where a permanent Employee is absent from employment on the working day before or after a public holiday without reasonable excuse or without the consent of the Employer, the Employee is not entitled to payment for the Public Holiday.

27.5 Public Holidays are the days (or substitute days) on which the following holidays are observed:

New Years Day	Anzac Day
Australia Day	Queen's Birthday
Good Friday	Labour Day
The day after Good Friday	Christmas Day
Easter Monday	Boxing Day

27.6 Where Public Holidays are legislated in the State that the Employee works on days other than and in addition to those set out above, those days or part-days will constitute additional Public Holidays for the purposes of this clause.

27.7 The relevant Employer and the majority of Employees in an establishment may agree to substitute another day for a Public Holiday. If either the Public Holiday or the substitute day is worked, Public Holiday penalties prescribed by this clause will be paid, and if both days are worked, one day at the election of the Employee must be paid at the Public Holiday penalty rates.

27.8 For designated trading days on a Public Holiday, as a first step the Employer will call for volunteers to work. If, however, there are insufficient volunteers, to the

extent permitted by the Fair Work Act, the Employer will nominate Employees to work and such Employees will be required to work.

- 27.9 For part-time Employees it is agreed that rosters should not be altered to avoid penalties or payment for Public Holidays.
- 27.10 The Employer will not change an Employee's roster to avoid payment for a public holiday.

### **Non-Working Day Benefit**

- 27.11 Where a full-time Employee's non-working day falls on a public holiday they will receive by mutual agreement either:
- (i) another day off with pay within twenty eight (28) days after the holiday falls;
  - (ii) payment of an additional day's wages; or
  - (iii) an additional day of annual leave.
- 27.12 A part-time Employee will be entitled to the non-working day benefit above where:
- (i) they work an average of twenty (20) days per four (4) week cycle; or
  - (ii) they work an alternating roster and the public holiday falls on a day on which the Employee works, or systematically works, as part of their roster cycle.
- 27.13 This clause does not apply to any public holiday that falls on a Saturday or Sunday.

## **28. PERSONAL LEAVE**

### **28.1 Entitlement to Personal Leave**

- 28.1.1 All Personal Leave entitlements will be in accordance with the NES.
- 28.1.2 An Employee (other than a casual Employee) who has a personal leave credit is entitled to take paid personal leave if the leave is taken:
- Because an employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
  - To provide care or support to a member of the Employee's

immediate family, or a member of the Employee's household, who require care or support because of a personal illness, or personal injury affecting the member, or an unexpected emergency affecting the member in accordance with clause 32.

## **28.2 Accrual of Personal Leave Entitlement**

An Employee's (other than a casual Employee) entitlement to Personal Leave will be ten (10) days per annum (pro-rata for part time Employees).

## **28.3 Conditions for Payment of Personal Leave**

28.3.1 The Employee will promptly inform the Employer of his/her inability to attend for duty and, as far as possible state the nature of the illness or injury and the estimated duration of the absence.

28.3.2 For all absences longer than one (1) day due to injury or illness, the Employee, at the request of the Employer, must provide a medical certificate, or other reasonable evidence of injury or illness.

28.3.3 If more than two (2) single days personal leave are taken by an Employee in any year of service as a result of a personal illness or injury, or an Employee is absent on personal leave the day before or after a public holiday, the Employee, at the request of the Employer, must provide a medical certificate, or other reasonable evidence of injury or illness, for those absences.

28.3.4 The Employee is entitled to payment at the Employee's Ordinary Hourly Rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of Personal Leave according to their rostered hours.

## **29. FAMILY AND DOMESTIC VIOLENCE LEAVE**

Eligible Employees are entitled to family and domestic violence leave in accordance with Schedule D.

## **30. ANNUAL LEAVE**

30.1 All Annual Leave entitlements will be in accordance with the NES.

30.2 An Employee (other than a casual Employee) is entitled to four (4) weeks Annual Leave for each year of continuous service (pro-rata for part time Employees).

30.3 A seven (7) day shift-worker who is regularly rostered to work on Sundays and public holidays in a store where shifts are continuously rostered 24 hours a day

for seven (7) days per week is entitled to an additional one (1) week of annual leave.

30.4 The Annual Leave prescribed by this clause is exclusive of the Public Holidays as set out in this Agreement.

**30.5 Time of Taking Annual Leave**

30.5.1 Annual Leave is to be taken at a time or times agreed between the Employer and the Employee.

30.5.2 If an Employer and an Employee fail to agree on the time (or times) for taking annual leave or part of it, the Employer may require the Employee to take annual leave by giving the Employee notice of the requirement at least four (4) weeks before the period of annual leave is to begin, and where such a direction is permitted by the NES.

30.5.3 Where an Employee has been granted leave in advance of any entitlement and subsequently terminates their employment prior to accruing the appropriate leave, the Employer may deduct monies equivalent to such leave in advance, from any payment made to the Employee on termination.

30.5.4 There will be no obligation upon the Employer to pay annual leave loading in advance should an Employee take an annual holiday wholly or partly in advance of an accrued entitlement.

**30.6 Payment for Annual Leave**

30.6.1 Prior to commencing agreed Annual Leave an Employee may be paid for the period of leave with the agreement of the Employee and the Employer.

30.6.2 Upon termination of employment an Employee must be paid for leave accrued which has not been taken.

**30.7 Annual Leave Loading**

30.7.1 Employees not engaged as shift-workers - An Employee who is entitled to take Annual Leave will be entitled to payment of a leave loading equivalent to 17.5% or the relevant weekend penalty that would otherwise apply whichever is the greater (but not both).

30.7.2 Employees engaged as shift-workers – An Employee who would have worked on shift-work had they not been on annual leave will be entitled to payment of a leave loading equivalent to 17.5% or the shift

loading (including relevant weekend penalties) whichever is the greater (but not both).

30.7.3 Leave loading is payable on leave paid out on termination.

## 31. LONG SERVICE LEAVE

Employees covered by this Agreement are entitled to long service leave in accordance with the long service leave legislation that applies to the Employee in the State or Territory in which the Employee works.

## 32. CARER'S LEAVE

### 32.1 Definitions

32.1.1 **Carer's Leave** means leave provided in accordance with this clause.

32.1.2 **Immediate family** includes:

32.1.2.1 **Spouse** (including a former spouse, a de facto spouse, a same-sex spouse and a former de facto spouse) of the Employee. A de facto spouse, in relation to a person, means a person to whom the first mentioned person lives with on a bone fide domestic basis (although not legally married to that person); and

32.1.2.2 child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

32.1.3 **Personal Leave** means leave provided for in accordance with clause 28.

### 32.2 Paid Carer's Leave

32.2.1 Paid carer's leave is included in the personal leave credit referred to in clause 28. The paid carer's leave referred to in this clause is not in addition to the personal leave entitlement set out in clause 28.

32.2.2 An Employee (other than a casual Employee) with responsibilities in relation to either members of the Employee's immediate family or household who need the Employee's care or support for such persons when they are ill, injured or have an unexpected emergency is entitled to up to ten (10) days paid carer's leave in accordance with the NES.

32.2.3 The Employee must, if required by the Employer, establish by production of a medical certificate, statutory declaration, or other

reasonable form of evidence, the illness, injury or unexpected emergency of the person concerned.

32.2.4 In normal circumstances an Employee must not take carer's leave where another person has taken leave to care for the same person.

32.2.5 The Employee must, where practicable, give the Employer notice prior to their absence of their intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence in accordance with this clause at the first opportunity on the day of the absence.

32.2.6 The amount of carer's leave taken is to be deducted from the amount of the Employee's personal leave credit.

### **32.3 Unpaid Carer's Leave**

An Employee can take two (2) days of unpaid leave for the purpose of providing care to an immediate family or household member, if the Employee has exhausted their paid personal and carer's leave. This entitlement extends to casual Employees.

## **33. PARENTAL LEAVE**

See Schedule C

## **34. BLOOD DONOR LEAVE**

34.1 A full-time Employee who is absent during ordinary working hours for the purpose of donating blood will be paid their Ordinary Hourly Rate of pay for the duration of his/her attendance at a recognized place for donating blood to a maximum of two (2) hours on each occasion and subject to a maximum of 4 separate absences each calendar year.

34.2 The Employee will arrange for the absence to be on a day suitable to the Employer and the absence will be as close as possible to the beginning or ending of the Employee's ordinary working hours.

34.3 Proof of attendance of the Employee at a recognised place for the purpose of donating blood and the duration of such attendance will be furnished to the satisfaction of the Employer.

34.4 The Employee will notify the Employer as soon as possible of time and date

upon which the Employee is requesting permission to be absent for the purpose of donating blood.

### **35. COMPASSIONATE LEAVE**

- 35.1 Entitlement to compassionate leave will be in accordance with the NES.
- 35.2 Compassionate leave will consist of two (2) days paid leave (for all permanent Employees) on each permissible occasion.
- 35.3 The Employer, at its sole discretion, may grant additional paid leave on compassionate grounds.

### **36. COMMUNITY SERVICE LEAVE**

- 36.1 In accordance with the NES, employees will be entitled Community Service Leave.
- 36.2 Jury Service Leave - Employees, other than casuals will be entitled to be absent from their employment for a period because of jury service and will be paid at the base rate of pay for their Ordinary Hours of Work during that period, less the amount paid to the employee by the Court in which jury service is being performed, for a maximum of ten (10) days.
- 36.3 The employee will provide reasonable evidence as required by the Employer for any period of Community Service Leave in accordance with the NES.

### **37. LEAVE WITHOUT PAY**

- 37.1 The Employer may approve a period of unpaid leave, which will not break continuity of employment, at its sole discretion.
- 37.2 Situations in which this may occur include (but are not necessarily limited to):
- an Employee who is studying and requires time to attend exams;
  - an Employee who wishes to travel overseas or interstate for an extended period;
  - an Employee who requires extended time off to care for a sick or injured close relative;
  - an Employee who wishes to return to studies on a full-time basis.
- 37.3 Any leave taken in accordance with this clause will be subject to the following:

- mutual agreement;
- a maximum period of two (2) months;
- all other appropriate leave entitlements and accrued time off in lieu (including RDO's) must be exhausted.

37.4 Where a full-time or part-time Employee proceeds on authorised unpaid leave of absence of one (1) week's duration or more, all entitlements to annual leave, sick leave, or long service leave will not accrue, and will recommence on the date of returning from such leave.

37.5 Authorised leave of absence will not break continuity of service.

### **38. UNIFORMS**

38.1 Employees must present for work in a neat, tidy and business-like manner.

38.2 If an Employee wishes to purchase an item of clothing, the Employer will make available tax-deductible items of clothing which bear the Employer logo. The purchase of such items will be voluntary.

38.3 If an Employee is not satisfactorily dressed in accordance with clause 38.1, when in attendance at the workplace, he/she may be directed to cease work without pay until such time as the Employee is dressed to the required standard.

### **39. SUPPLY OF PROTECTIVE CLOTHING AND EQUIPMENT**

39.1 Where an Employee is required to work in a place or places where the temperature is reduced by artificial means below 2°C, the Employee will be provided with suitable protective clothing for the period in which the Employee is so employed.

39.2 The allowances in Schedule B apply to the provision and laundering of protective clothing covered by this clause.

39.3 It is a condition of employment that Employees use any safety equipment issued by the Employer, providing they have been properly trained in the use of such equipment, and that they wear any safety clothing provided by the Employer.

### **40. GRIEVANCE PROCEDURE**

40.1 A grievance between an Employee and the Employer about matters arising under this Agreement or the NES should be discussed at the first instance between the Employee and the Employee's line manager.

- 40.2 If the matter is not settled, the Employee may raise the matter with the relevant Store Manager/Store Supervisor.
- 40.3 If the matter is not settled the Employee may raise the matter with the Human Resources Manager at Head Office.
- 40.4 If the matter still cannot be resolved either party may refer it to the Fair Work Commission, (subsequently referred to as “**FWC**”) for conciliation, so long as the matter in dispute is not about whether the Employer had reasonable business grounds under the NES as concerns requests for flexible working arrangements, or extensions to periods of unpaid parental leave.
- 40.5 After all reasonable attempts to settle the matter (as permitted by this clause) by conciliation have failed, the parties may, proceed to arbitration. If arbitration is necessary, the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 40.6 If all parties agree to have the dispute arbitrated in accordance with this clause, the decision of the member of FWC will bind the parties, subject to either party exercising a right of appeal available under the Fair Work Act.
- 40.7 It is a term of this Agreement that while the grievance resolution procedure is being conducted, work will continue as normal before the dispute arose, unless;
- (i) an Employee has a reasonable concern about an imminent risk to his or her health or safety, and;
  - (ii) the Employee has not unreasonably failed to comply with a direction by the Employer to perform other available work, whether at the same or another workplace that was safe and appropriate for the Employee to perform.
- 40.8 An Employee is entitled to be represented at any stage of this grievance procedure.

## **41. CONSULTATION**

Major workplace change

### **41.1 Employer to notify**

- 41.1.1 Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer

must notify the Employees who may be affected by the proposed changes and their representatives, if any.

41.1.2 **Significant effects** include termination of employment; major changes in composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### 41.2 **Employer to discuss change**

41.2.1 The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 41.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

41.2.2 The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 41.1.

41.2.3 For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

#### 41.3 **Changes to rosters or hours of work**

41.3.1 Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

41.3.2 The Employer must:

- provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the

change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

41.3.3 The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

41.3.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

## **42. FLEXIBILITY TERM**

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

42.1.1 arrangements for when work is performed;

42.1.2 overtime rates;

42.1.3 penalty rates;

42.1.4 allowances; and

42.1.5 leave loading.

42.2 The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.

42.3 The agreement between the Employer and the individual Employee must:

42.3.1 be confined to a variation in the application of one or more of the terms listed in clause 42.1; and

42.3.2 result in the Employee being better off overall at the time the arrangement was entered into than the Employee would have been if no individual flexibility agreement had been agreed to.

- 42.4 The agreement between the Employer and the individual Employee must also:
- 42.4.1 be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
  - 42.4.2 state each term of this Agreement that the Employer and the individual Employee have agreed to vary;
  - 42.4.3 detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
  - 42.4.4 detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
  - 42.4.5 state the date the agreement commences to operate.
- 42.5 The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
- 42.6 Except as provided in clause 42.4.1 the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 42.7 An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 42.8 The agreement may be terminated:
- 42.8.1 by the Employer or the individual Employee giving written notice of termination in accordance with section 203(6) of the Fair Work Act to the other party and the agreement ceasing to operate at the end of the notice period; or
  - 42.8.2 at any time, by written agreement between the Employer and the individual Employee.
- 42.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual Employee contained in any other term of this Agreement.

**SCHEDULE A – WAGES AND CLASSIFICATIONS**

The Ordinary Weekly Rate for an adult permanent Employee is as follows:

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Shop Assistant	\$808.20	\$832.45	\$857.42
Clerical Assistant	\$808.20	\$832.45	\$857.42
Clerks	\$904.84	\$931.99	\$959.95
Baker	\$856.66	\$882.36	\$908.83

The rates in the above table will be operative on and from 7 days after the Agreement is approved by the Fair Work Commission.

Where an Employee under the age of 21 is engaged to work, the Ordinary Weekly Rate for a permanent Employee will be the following % of the rate prescribed in the above table:

At 16 years of age or under	50%
At 17 years of age	60%
At 18 years of age	70%
At 19 years of age	80%
At 20 years of age (6 months service or less)	90%
At 20 years of age (more than 6 months service)	100%

**SCHEDULE B – ALLOWANCES**

Where allowances in this schedule are expressed as weekly, part-time and casual Employees will be paid on a pro-rata basis.

**1. Supervisors Allowance**

This allowance is paid per-week, on a weekly basis, for full-time Employees and will be pro-rated for part-time and casual Employees.

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Supervisor of less than 3 Employees	\$31.46	\$32.40	\$33.38
Supervisor of 3 - 14 Employees	\$47.51	\$48.94	\$50.40
Supervisor of 15 or more Employees	\$81.87	\$84.33	\$86.86

**2. Meal allowance**

An Employee who is given less than twenty-four (24) hours' notice of a requirement to remain at work, or return to work after the usual finishing time for that day, and who works for one (1) hour or more after such finishing time (when that additional work necessitates taking a meal away from the Employee's place of residence) the Employee is entitled to the following meal allowance:

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Meal Allowance	\$18.55	\$19.11	\$19.68

Where such overtime exceeds four (4) hours a further meal allowance in accordance with the above table will be paid.

**3. First Aid Allowance**

An Employee holding a current first aid certificate or qualification from St. John Ambulance or a similar body, and appointed by the Employer to carry out first aid duty will be paid a First Aid Allowance, in addition to their Ordinary Weekly Rate, a weekly

payment as follows, which will be pro-rata for part-time and casual Employees.

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
First Aid Allowance (per week)	\$10.89	\$11.22	\$11.55

#### 4. Cold Work Disability Allowance and Freezer Allowance

Employees principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid a Cold Work Disability Allowance per hour:

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Cold Work Allowance	\$0.29	\$0.30	\$0.31

An employee required to work in a cold chamber where the temperature is below 0°C will be paid a Freezer Allowance per hour as follows:

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Freezer Allowance	\$0.73	\$0.75	\$0.77

#### 5. Excess travelling costs

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

#### 6. Travelling time reimbursement

6.1 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.

6.2 Where the employer 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.

6.3 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.

## **7. Transfer of employee reimbursement**

Where any employer 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.

## **8. Transport allowance**

Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.

## **9. Transport of employees reimbursement**

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

9.2 Provided always that an employee may elect to provide their own transport.

9.3 Provided further that this clause will not apply to employees engaged under the provisions of shift-work.

## **10. Recall allowance**

10.1 Unless otherwise agreed an employee recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.

10.2 The time worked will be calculated from the time the employee leaves home until the time they return home.

**11. Liquor licence**

An employee who holds a liquor licence under a relevant State or Territory law will be paid as follows:

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Liquor Licence Allowance	\$0.68	\$0.70	\$0.72

**12. Special clothing**

Where the employer requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing then the employer 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.

Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid the following applicable allowance:

	7 days after approval	From first pay period on or after 1 July 2019	From first pay period on or after 1 July 2020
Full time employee (per week)	\$6.47	\$6.66	\$6.86
Part-time or Casual employee (per shift)	\$1.29	\$1.33	\$1.37

## **SCHEDULE C - PARENTAL LEAVE**

### **1. Interpretation**

- 1.1 Parental leave is available in accordance with the NES.
- 1.2 Eligible casual Employee means a casual Employee who would be entitled to parental leave in accordance with the NES.

### **2. Entitlement**

- 2.1 The Employer must, on becoming aware that an Employee, or an Employee's spouse, is pregnant, or that an Employee is adopting a child, briefly inform the Employee of:
  - (a) the Employee's entitlements under this Agreement and the NES; and
  - (b) the Employee's responsibility to provide various notices under this Agreement and the NES.
- 2.2 The Employer is not entitled to rely on an Employee's failure to produce a certificate or give a notice as required by this Agreement unless the Employer establishes that this section has been complied with in relation to the Employee.
- 2.3 Except as provided by this clause, an Employee who applies for parental leave must comply with any notice and evidence requirements in the NES to be entitled to parental leave.

### **3. Unpaid Parental Leave**

- 3.1 Permanent Employees, and eligible casual Employees, are entitled to a single continuous period of 12 months unpaid parental leave if the leave is associated with:
  - (a) the birth of a child or the Employee or the Employee's spouse or de facto partner; or
  - (b) 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.
- 3.2 In accordance with the NES Permanent Employees, and eligible casual employees, are entitled to request a further 12 months of unpaid parental leave provided:
  - (a) A request to such leave must be provided in writing at least 4 weeks

- before the end of the available parental leave.; and
    - (b) the Employer may only refuse a request on reasonable business grounds.
- 3.3 If requested by the Employer, a pregnant Employee who continues to work during the six (6) week period prior to the expected due date of the child must provide a medical certificate stating:
  - (a) whether the Employee is fit for work; and
  - (b) whether it is inadvisable for the Employee to continue working because of illness or risks arising out of the Employee's pregnancy or hazards connected with the position.
- 3.4 The Employer may require a pregnant Employee to take a period of unpaid parental leave if:
  - (a) the Employee does not provide a medical certificate within seven (7) days of a request by the Employer; or
  - (b) the Employee provides a medical certificate that states that the Employee is not fit for work.
- 3.5 Employees may elect to take a period of paid annual leave or long service leave during a period of unpaid parental leave. The total duration of the Employee's absence must not exceed twelve (12) months, unless additional leave is granted by the Employer in accordance with the NES.
- 3.6 A period of concurrent parental leave may be taken by an Employee and the Employee's spouse or de facto partner in accordance with the NES. An Employee's entitlement to Unpaid Parental Leave will be reduced by the amount of concurrent leave taken by the Employee's spouse or de facto partner.

#### **4. Unpaid Special Maternity Leave**

- 4.1 A pregnant Employee who has complied with all evidence and notice requirements is entitled to a period of Unpaid Special Maternity Leave if she is not fit for work due to:
  - (a) a pregnancy-related illness; or
  - (b) the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

## **5. Unpaid Pre-Adoption Leave**

- 5.1 An Employee who has complied with all evidence and notice requirements is entitled to up to five (5) days of Unpaid Pre-Adoption Leave to attend any interviews or examination required in order to obtain approval for the adoption.
- 5.2 An Employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the Employee to obtain custody of the child.
- 5.3 The Employee is not entitled to Unpaid Pre-Adoption Leave if the Employee could take some other form of leave and is directed to do so by the Employer.

## **6. Transfer to a Safe Job**

- 6.1 If a pregnant Employee provides the Employer with a medical certificate that states that she is fit for work but that it is inadvisable for her to continue in her present position because of illness or risks arising out of her pregnancy, or hazards connected with the position the Employee must be transferred to an appropriate safe job in accordance with the NES.
- 6.2 If there is no appropriate safe job available, the Employee is entitled to take paid no safe job leave in accordance with the NES.
- 6.3 An employee who is entitled to unpaid parental leave and has complied with the notice and evidence requirements is entitled to paid no safe job leave for the risk period which must be paid at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.
- 6.4 An employee who is not entitled to unpaid parental leave is entitled to take unpaid no safe job leave.
- 6.5 The paid leave will end at the commencement of unpaid parental leave upon the birth of a child or otherwise in accordance with the NES.

## **7. Variation and Cancellation of Parental Leave**

- 7.1 Parental leave may be varied or cancelled in accordance with the NES.

## **8. Return to Work**

- 8.1 A permanent Employee or an eligible casual Employee who takes a period of parental leave will be entitled to the position which they held immediately before proceeding on parental leave.
- 8.2 Where such a position is no longer available, but there are other positions

available that the Employee is qualified for and is capable of performing, the Employer will return the Employee to a position comparable in status and pay to that of the Employee's former position.

8.3 The Employee may be required to relocate to a store other than the store they were located in prior to their parental leave. The proximity of the new location to the Employee's home will be taken into consideration.

8.4 An Employer must not fail to re-engage a casual Employee because:

(a) the Employee or Employee's spouse or de facto partner is pregnant or adopting a child; or

(b) the Employee is or has been immediately absent on parental leave.

8.5 The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

## **9. Part-Time Work**

9.1 In this subsection, unless the contrary intention appears:

(a) 'Former position' means the position held by an Employee immediately before commencing leave or part-time employment under this section, whichever first occurs, or, if such position no longer exists but there are other positions available for which the Employee is qualified and the duties of which he or she is capable of performing, a position as nearly as possible comparable in status and pay to that of the position first mentioned in this definition;

(b) 'Part-time work' means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include casual or temporary work.

9.2 An Employee may, with the agreement of the Employer, work part-time during one or more periods:

(a) during a pregnancy of the Employee;

(b) at any time from the seventh week after the Employee has given birth to a child until the child's second birthday;

(c) at any time from the date of placement of a child with the Employee for adoption until the second anniversary of the date of placement, or;

(d) any time after the Employee's spouse or de facto partner has given

birth to a child until the child's second birthday.

9.3 An Employee may work part-time under this section despite any other provision of this Agreement, which limits or restricts the circumstances in which part-time work may be worked or the terms upon which it may be worked, including provisions:

- (a) limiting the number of Employees who may work part-time,
- (b) establishing quotas as to the ratio of part-time to full-time Employees, or
- (c) prescribing a minimum or maximum number of hours a part-time Employee may work.

Note: An Employee in receipt of payments under the Australian Government's Parental Leave Pay Program may risk losing eligibility for such payments by working while on parental leave, and should make enquiries with the Government before deciding to perform like

## **10. Effect of Part-Time Work on Employment**

10.1 Part-time work under this section does not break the continuity of service of an Employee.

## **11. Part-Time Work Agreement**

11.1 Before commencing part-time work under this section, the Employer and the Employee must agree in writing:

- (a) that the Employee may work part-time;
- (b) the hours to be worked by the Employee, the days on which they will be worked and commencing times;
- (c) that, subject to this section, all entitlements will apply pro-rata for the period of part-time work;
- (d) the classification that will apply to the work to be performed; and
- (e) whether the Employee has a right to return to the former position of full-time work.

## SCHEDULE D - FAMILY AND DOMESTIC VIOLENCE LEAVE

### FAMILY AND DOMESTIC VIOLENCE

#### 1. Definition

For the purpose of this Policy:

**Family and Domestic violence** is any violent, threatening or other abusive behaviour by a person to control or dominate a current or former partner or member of the person's family or household being physical, sexual, financial, emotional or psychological abuse, threats or coercion.

Examples of behaviour that may constitute family and domestic violence can include (but are not limited to):

- a. assault;
- b. sexual assault or other sexually abusive behaviour;
- c. stalking;
- d. repeated derogatory taunts;
- e. intentional damaging or destroying of property; and/or
- f. unlawful deprivation of liberty.

**Employee** includes full-time, part-time and casual employees. Casual employees must be employed on a regular and systematic basis for at least 12 months, and have a reasonable expectation of continuing employment.

**Sensitive personal information** means information that identifies the employee and discloses their experience of being subjected to family and domestic violence.

#### 2. Personal Leave associated with Family and Domestic Violence

2.1 A permanent employee is entitled to take five (5) days per year of paid personal leave, and a casual employee is entitled to take five (5) unpaid days per year, for the purpose of attending activities, which are related to the experience of being subjected to family and domestic violence. Leave may be taken to attend:

- 2.1.1 legal proceedings;
- 2.1.2 counselling;
- 2.1.3 appointments with medical, financial or legal professionals;
- 2.1.4 to relocation or making other safety arrangements; and/or
- 2.1.5 other activities which in the opinion of the Employer are reasonably supported by access to leave associated with family and domestic violence.

- 2.2 An employee's entitlement to personal leave associated with family and domestic violence:
  - 2.2.1 accrues progressively during a year of service according to the employee's ordinary hours of work;
  - 2.2.2 does not accumulate from year to year;
  - 2.2.3 is payable at the base rate of pay applicable to the classification of the employee;
  - 2.2.4 is not payable on termination; and
  - 2.2.5 is conditioned upon compliance and notice evidence requirements.
- 2.3 Upon exhaustion of the leave entitlement in clause 2.1, employees may access, with the Employer's agreement, up to two (2) unpaid days of personal leave related to the experience of being subjected to family and domestic violence.
- 2.4 Paid or unpaid personal leave associated with family and domestic violence may be taken as:
  - 2.4.1 a continuous period;
  - 2.4.2 a single period of one day;
  - 2.4.3 any separate period/s of less than one day on which the Employer and the employee agree.
- 2.5 An employee will not suffer discrimination or adverse action if they disclose an experience of family or domestic violence.

### **3. Notice and Evidentiary Requirements**

- 3.1 The employee must give the Employer notice as soon as reasonably practicable of their request to take paid or unpaid personal leave associated with family and domestic violence under this schedule.
- 3.2 The employee must advise the Employer of the period, or expected period of the leave.
- 3.3 If required by the Employer, the employee must provide evidence that would satisfy a reasonable person that the paid or unpaid personal leave associated with family and domestic violence is for the stated purpose and it was impracticable to attend outside work time. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.

- 3.4 Sensitive personal information provided by the employee to the Employer for the purposes of seeking leave under this Policy will be kept confidential to the fullest extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and safety of any individual.

**4 Other**

- 4.1 A trained contact officer shall be appointed to provide a point of first contact for employees experiencing family and domestic violence. Contact details of the trained contact officer will be provided on the Employer's intranet and are available from each Store Manager.
- 4.2 The Employer will ensure that all employees have access to the family and domestic violence pack which includes this schedule.

### SCHEDULE E - CONSULTATION

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

#### *Major change*

2. For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
4. If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
5. As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

*Change to regular roster or ordinary hours of work*

10. For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
12. If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
13. As soon as practicable after proposing to introduce the change, the employer must:
  - (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
16. In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

## **SCHEDULE F - LIST OF EMPLOYERS**

This Agreement applies to the Romeo's Retail Group, which currently comprises of the following companies who are related bodies corporate and engaged in the common enterprise being the Romeo's Retail Stores:

- Romeo's Retail Group consisting of Magill Capital Pty Ltd as trustee for Magill Capital Trust & P Romeo Pty Ltd as trustee for P Romeo Holding Trust & Romeo Magill Investments Pty Ltd & J Romeo Pty Ltd as trustee for J Romeo Holding Trust;
- Bellagon Investments Pty Ltd & Bellagon Pty Ltd & DA Romeo Pty Ltd as trustee for DA Romeo Holding Trust & J Romeo Pty Ltd as trustee for J Romeo Holding Trust;
- Bellagon Pty Ltd as trustee for Romeo Service Trust;
- Erindale Supermarket Pty Ltd & P Romeo Pty Ltd as trustee for P Romeo Holding Trust & Romeo Erindale Investments Pty Ltd & DA Romeo Pty Ltd as trustee for DA Romeo Holding Trust;
- Rosewater Foodland Pty Ltd & Rosewater Investments Pty Ltd;
- Lockleys Foodland Pty Ltd & Romeo Lockleys Investments Pty Ltd;
- Glenelg South Foodland Pty Ltd & Glenelg South Investments Pty Ltd;
- Greenwith Foodland Pty Ltd & Greenwith Investments Pty Ltd;
- Mitcham Investments Pty Ltd & P Romeo Pty Ltd as trustee for P Romeo Holding Trust & DA Romeo Pty Ltd as trustee for DA Romeo Holding Trust & Romeo Mitcham Pty Ltd;
- Port Adelaide Foodland Pty Ltd & Romeo Port Adelaide Investments Pty Ltd;
- Marion Foodland Pty Ltd & Romeo Marion Investments Pty Ltd;
- Colonel Light Gardens IGA Pty Ltd & Brooklyn Park IGA Pty Ltd;
- Campbelltown IGA Fresh Pty Ltd & Romeo Campbelltown Investments Pty Ltd;
- Lockleys Foodland Pty Ltd & Romeo Lockleys Holdings Pty Ltd;
- Romeo NSW Investments Pty Ltd & Romeo NSW Holdings Pty Ltd as trustee for the Romeo NSW Holding Trust;
- Romeo NSW Investments No.2 Pty Ltd & Romeo NSW Holdings No.2 Pty Ltd as trustee for Romeo NSW Holding Trust No.2;
- Romeo Mawson Lakes Pty Ltd & Romeo Mawson Lakes Holdings Pty Ltd as trustee for Romeo Mawson Lakes Holding Trust;
- Romeo SA Investments Pty Ltd & Romeo SA Holdings Pty Ltd as trustee for Romeo SA Holding Trust; and
- Romeos SA Investments No 2 Pty Ltd & Romeo SA Holdings No 2 Pty Ltd as trustee for Romeo SA Holding Trust No 2.

SIGNING CLAUSE

Romeo's Retail Group Enterprise Agreement 2018

Signed for and on behalf of the Shop, Distributive and Allied Employees' Association as bargaining representative for the Employees to be covered by this Agreement

  
\_\_\_\_\_  
Signature

Julia Fox

\_\_\_\_\_  
Full name of Signatory

Assistant National Secretary - SDA

\_\_\_\_\_  
Position

6F, 53 Queen St

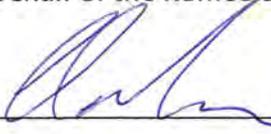
Melbourne VIC 3000

\_\_\_\_\_  
Address

17 January 2019

\_\_\_\_\_  
Date

For and on behalf of the Romeo's Retail Group:

  
\_\_\_\_\_  
Signature

ANGELO MIGNONE

\_\_\_\_\_  
Full name of Signatory

H.R. MANAGER

\_\_\_\_\_  
Position

71-79 O'CONNELL  
STREET NORTH ADELAIDE

\_\_\_\_\_  
Address

25 / 1 / 2019

\_\_\_\_\_  
Date

## **Schedule 2.2—Model flexibility term**

(regulation 2.08)

### **Model flexibility term**

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

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