



FAIR WORK  
AUSTRALIA

# DECISION

*Fair Work Act 2009*

s.185—Approval of enterprise agreement

## **Red Rooster Foods Pty Ltd**

(AG2009/24382)

## **RED ROOSTER AGREEMENT 2009**

Restaurants

COMMISSIONER CLOGHAN

PERTH, 9 MARCH 2010

*Application for approval of the Red Rooster Agreement 2009.*

[1] On 24 December 2009, Red Rooster Foods Pty Ltd made application for approval of a multi enterprise agreement to be known as the Red Rooster Agreement 2009 (“the Agreement”). The application was made pursuant to s.185 of *Fair Work Act 2009* (the Act).

[2] The Agreement was approved by the employees on 17 December 2009.

[3] Fair Work Australia must approve an enterprise agreement pursuant to s.186 of the Act if the requirements set out in that section, s.187 and s.188 are met.

[4] I am satisfied, from the material provided to the Tribunal, that ss.186, 187 and 188, as are relevant to this application for approval, have been met.

[5] The Shop, Distributive and Allied Employees’ Association (SDA), being a bargaining representative for the employees covered by the Agreement, has given notice stating that the organisation seeks the Agreement to cover SDA. The SDA has also provided a declaration of support of application for approval of the Agreement.

[6] The Agreement is approved and will, in accordance with s.54(1), operate seven days from the date of this Decision.

[7] The nominal expiry date of the Agreement is 30 September 2013.

## COMMISSIONER

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

### **1. AGREEMENT TITLE**

This Agreement shall be known as the Red Rooster Agreement 2009.

### **2. ARRANGEMENT**

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

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### **3. AREA AND SCOPE**

This Agreement shall be binding upon Red Rooster Foods P/L and the franchisees listed in Schedule 1 to this Agreement trading Red Rooster (hereinafter referred to as "the Company"), the Shop Distributive and Allied Employees' Association (hereinafter referred to as "the Union") and the employees of the Company who are employed in the classifications set out in Clause 6, of this Agreement.

This Agreement shall apply in all states and territories of Australia.

### **4. AGREEMENT OBJECTIVES**

- 4.1 The objective of this Agreement is to provide a uniform set of wages and conditions for employees of the Company across the country and to create an environment of flexibility which will enable the Company to meet its customer expectations while providing a consistently high quality service.
- 4.2 The rates of wage are intended to reflect an appropriate level of remuneration for the high standards of service provided by employees.
- 4.3 The Agreement recognises the need of the Company to provide customer service day and night, seven days per week with minimum inhibition of the Agreement on the ability to provide that service.
- 4.4 The Company recognises that in order to increase the efficiency and productivity of the enterprise a significant commitment to training and skill development is required. Accordingly the Company commits to:
  - 4.4.1 developing a more highly skilled and flexible workforce;
  - 4.4.2 providing employees with career opportunities through appropriate training to acquire additional skills; and
  - 4.4.3 removing barriers to the utilisation of skills acquired.
- 4.5 In achieving these objectives, the parties recognise the importance of harmonious industrial relations and to this end are committed to:
  - 4.5.1 Providing employees with a means of being involved in decisions which may affect them at their workplace.
  - 4.5.2 Maximising permanent employment with the Company by continuously reviewing the level of regular casual employment and by offering such casual employees part time employment provided that no casual employee shall be obliged to accept an offer of permanent employment.
  - 4.5.3 Providing stable and secure employment for employees.

### **5. TERM**

- 5.1 This Agreement shall commence operation 7 days after it is approved by Fair Work Australia and shall continue to operate until 30 September 2013.
- 5.2 The parties agree that there will be no extra claims for the term of this Agreement.

## 6. DEFINITIONS

- 6.1 6.1(a) "Crew" shall mean an employee who is employed in one or more of the Company's retail outlets and who is principally engaged in one or more of the following activities: taking orders; filling orders; preparing food and/or selling food.
- 6.1(b) "Crew – Grade 1" shall mean an employee in his/her first six months of service with the Company who is gaining the skills required. An employee whose employment with the Company terminates but who is re-engaged by the Company within 6 months of termination shall recommence at a Grade at least equivalent to that at which the employee was employed at the time of termination and shall not be required to serve as a Crew – Grade 1 upon re-engagement.
- 6.1(c) "Crew – Grade 2" shall mean an employee who has been employed by the Company for more than six months but less than 18 months.
- 6.1(d) "Crew – Grade 3" shall mean an employee who has been employed by the Company for 18 months or longer or is appointed as a Crew Trainer.
- 6.1 (e) "Crew – Grade 4" shall mean an employee appointed by the Company as a shift manager, assistant manager or restaurant manager.
- 6.1(f) Any dispute as to grading shall be addressed in accordance with the terms of Clause 48 – Dispute Settlement.
- 6.2 "Permanent Employee" shall mean a full time or part time employee who is engaged by the week on a continuing basis.
- 6.3 "Casual Employee" shall mean an employee who is engaged by the hour.
- 6.4 "Continuous Service"
- 6.4(a) For the purpose of determining contributory service for leave accruals (excluding long service leave), "continuous service" shall include all service with the Company from the date of engagement, but shall not include in any anniversary year of accrual:
- (i) Unauthorised absences of more than one week,
  - (ii) Authorised unpaid absences of more than one week as provided in Clause 26 – Leave of Absence of this Agreement,
  - (iii) Any authorised unpaid absence of more than one week due to sickness.
- 6.4(b) Sale of a Business within the Red Rooster Group

Where a business which employs employees engaged pursuant to the terms of this Agreement is, during the life of this Agreement, sold by one Company (in this clause called "the old employer") to another Company (in this clause called "the new employer") and an employee who at the time of such sale was an employee of the old employer becomes an employee of the new employer:

- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such sale; and

- (ii) the period of employment which the employee has served with the old employer shall be deemed to be service of the employee with the new employer.

In cases in which:

- (i) The old employer operates another business or businesses employing employees pursuant to the terms of this Agreement to which an employee of the old employer may conveniently be transferred in a role at least equivalent to that in which the employee is employed, and,
- (ii) An employee of the old employer requests that he or she not become an employee of the new employer,

the old employer shall transfer such employee to a role at least equivalent to the employee's current role within the old employer's other business and the continuity of employment of such employee shall not be broken by reason of such transfer.

For the purpose of this paragraph 'sold' and 'sale' shall include transfer, succession or assignment.

The provisions of this paragraph only apply in cases in which a business is sold by an employer which is party to this Agreement to another employer which is party to this Agreement.

## **7. TERMINATION OF EMPLOYMENT**

### **7.1 Permanent Employees**

- 7.1(a) Should the Company wish to terminate a permanent employee, the following period of notice shall be provided in writing:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 7.1(b) Employees over 45 years of age with 2 or more years of continuous service with the Company at the time of termination shall receive an additional week's notice.
- 7.1(c) Where the relevant notice is not provided, the employee shall be entitled to payment in lieu. Provided that employment may be terminated by part of the period of notice and part payment in lieu.
- 7.1(d) Payment in lieu of notice shall be calculated using the employee's ordinary time weekly wage as prescribed by this Agreement.
- 7.1(e) The period of notice in this Clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, or if after receiving notice of termination, such employee does not carry out his or her duties in the same manner as he or she did prior to such notice.

### **7.1(f) Notice of termination by employee**

Except in the first 6 months of service, 1 week's notice shall be necessary for an employee to terminate his or her engagement or the forfeiture of 1 week's pay by the employee to the Company in lieu of notice.

In the first 6 months of service, an employee may terminate his or her employment by giving 1 day's notice or by the forfeiture of 1 day's pay by the employee to the Company in lieu of notice.

### **7.2 Casual Employees**

The employment of a casual employee may be terminated by the giving or receiving of 1 hour's notice.

### **7.3 Dispute Settlement**

In the event of a dispute arising from the operation of this Clause, the matter should be dealt with in accordance with the provisions of Clause 48. Dispute Settlement hereof.

## **8. FULL TIME EMPLOYEES**

8.1 A full time employee shall mean a permanent employee engaged on a weekly contract of service and who is engaged for 76 hours per fortnight.

8.2 The maximum weekly ordinary hours engagement for a full time employee shall be 48 hours.

8.3 The maximum daily ordinary hours engagement for a full time employee shall be ten hours exclusive of meal breaks.

8.4 The minimum daily ordinary hours engagement for a full time employee shall be three hours.

8.5 Full time employees shall have not more than one ordinary hours work commencement on any day, exclusive of meal breaks as prescribed by this Agreement.

8.6 A full time employee shall not be rostered to work ordinary hours on more than five days in any week provided that a full time employee may be rostered to work ordinary hours on six days in one week if, in the following week, the employee is rostered to work ordinary hours on no more than four days. No full time employee may be rostered to work ordinary hours on more than six consecutive days.

Full time employees shall be rostered off on two consecutive days each week or three consecutive days each fortnight.

For the purpose of this Clause "day" includes a shift in which work continues beyond midnight.

8.7 Notwithstanding the provisions of this clause, the hours of work for Crew - Grade 4 employees may be worked as follows:

- (a) a maximum of 152 hours per 4 weeks
- (b) a maximum of 50 hours per week
- (c) a maximum of 10 hours per day
- (d) no more than 6 consecutive shifts
- (e) no more than one ordinary hours commencement per day
- (f) employees shall be entitled to not less than 2 consecutive days off per fortnight

## **9. PART TIME EMPLOYEES**

- 9.1 A part time employee shall mean an employee engaged on a weekly contract of service, who works regularly from week to week, or fortnight to fortnight, for not less than three consecutive ordinary hours per time, or more than ten ordinary hours per day (exclusive of meal breaks), and not less than eighteen ordinary hours each fortnight or more than thirty-five ordinary hours each week. Provided that a part time employee may be engaged to work up to a maximum of thirty-eight ordinary hours each week to meet seasonal demands during December and January and during the Easter school holidays or for the purpose of replacing a full time employee absent on leave. A part time employee has reasonably predictable hours of work. At commencement of employment the company will provide to the employee (in writing if requested), the hours to be worked each day, the days of the week to be worked and that any variation to this arrangement will be in writing.
- 9.2 Except as provided by sub-clause (11)(c) of this Clause, part time employees shall have not more than one ordinary hours work commencement on any day, exclusive of meal breaks as prescribed by this Agreement.
- 9.3 A part time employee shall not be rostered to work ordinary hours on more than five days in any week provided that a part time employee may be rostered to work ordinary hours on six days in one week if, in the following week, the employee is rostered to work ordinary hours on no more than four days. No part time employee may be rostered to work ordinary hours on more than six consecutive days.
- 9.4 Part time employees shall be rostered off on two consecutive days each week or three consecutive days each fortnight.
- 9.5 A part time employee may make a written request to the Company to work a lower number of hours in a shift or shifts due to special circumstances (for example study commitments). Provided that the employee shall revert to their normal roster in the following week. It is not intended that this provision be applied by the Company to permanently reduce a part time employee's minimum ordinary hours of work.
- 9.6 Subject to the limitations on daily, weekly and fortnightly hours for part time employees as prescribed by subclauses (1) and (3) of this Clause, the number of ordinary hours rostered to be worked on any one day by a part time employee may be increased but not decreased by agreement between the Company and the employee.
- 9.7 Where additional hours become available in a store, preference in the rostering of such hours shall be given to part time employees who have indicated their availability to work additional hours. Additional hours worked in accordance with this sub-clause which are rostered consistent with the provisions of this Clause with respect to the rostering of ordinary hours of work shall be paid at the employee's appropriate ordinary time rate of pay.



9.8 Part time employees shall be paid at the ordinary time rate of pay of one thirty-eighth of the full time weekly rate of pay for the appropriate classification as set out in sub-clause (1) of Clause 28.- Wages provided that junior part time employees shall be paid the appropriate junior percentage of such rate as prescribed by Clause 29.- Junior Employees and provided further that such rate shall be increased to double time for all work performed on the public holidays referred to in Clause 17.- Public Holidays of this Agreement.

9.9 All time worked by a part time employee beyond: ten ordinary hours per day; the maximum fortnightly ordinary hours prescribed by sub-clause (1) hereof; the maximum number of days each week or the maximum number of consecutive days upon which ordinary hours may be worked as prescribed by sub-clause (3) hereof or at times other than those which the employee is rostered to work shall be overtime and paid for at the appropriate overtime rate prescribed in Clause 12- Overtime of this Agreement.

9.10 A part time employee shall be eligible for pro rata personal / carer's leave and annual leave in accordance with Clauses 15 and 18 in addition to being eligible for bereavement leave, payment in lieu of public holidays and all other forms of paid leave as prescribed by this Agreement. In calculating the pro-rata entitlements of a part time employee pursuant to this sub-clause, all ordinary hours worked by the employee, including any additional ordinary hours agreed pursuant to sub-clause (6) of this Clause, shall be included in the calculation.

**9.11 Working ordinary hours at more than one store**

A part time employee may, by request and with the agreement of the Company, work ordinary hours in more than one store. The request by an employee to work ordinary hours in more than one store may be revoked in writing by the employee. Where an employee works ordinary hours in more than one store, the following provisions shall apply:

9.11(a) The employee's minimum fortnightly engagement as prescribed by sub-clause (1) hereof shall be worked at the base store.

9.11(b) Except as provided by paragraph (c) hereof the rostering provisions of this Clause shall continue to apply, provided that the minimum daily engagement for an employee when working at the non-base store shall be three consecutive hours except for the purposes of genuine training when it shall be two hours.

9.11(c) Notwithstanding the provisions of sub-clause (2) of this Clause a part time employee working ordinary hours at more than one store may be rostered on any day such that there is an unpaid break, which may be in addition to the meal break, between the completion of the ordinary hours worked at the first store and the commencement of the ordinary hours worked at the second store provided that there shall be a period of no greater than ten hours between the commencement of ordinary hours work at the first store and the completion of ordinary hours work at the second store. The provisions of Clause 12(5) do not apply to the unpaid break prescribed by this paragraph.

9.11(d) The base store shall monitor all shifts worked by the employee at all stores to ensure compliance with this Agreement including, but not limited to, minimum breaks between shifts, maximum ordinary hours per week and consecutive days off work.

- 9.11(e) Where overtime provisions apply as a result of working at more than one store, the overtime shall be paid by the non-base store.
- 9.11(f) The provisions of Clause 37 – Travelling Allowance and Travelling Time shall not apply.
- 9.12 For the purpose of this Clause “day” includes a shift in which work continues beyond midnight.
- 9.13 An employee who does not meet the definition of a part time employee and who is not a full time employee will be paid as a casual employee.

## **10. CASUAL EMPLOYEES**

- 10.1 Casual employees shall mean employees engaged on an hourly contract of service.
- 10.2 Casual employees shall not be engaged in ordinary hours for less than two or more than ten consecutive hours (exclusive of meal breaks) per time or on more than five days in any week or for more than thirty-two hours in any week provided that a casual employee may work up to thirty-eight ordinary hours in a week for the purpose of replacing a permanent employee absent on leave.
- 10.3 The ordinary hours of casual employees will be rostered so as to ensure that they receive at least two consecutive days off work each week or three consecutive days off work each fortnight.
- 10.4 Casual employees shall be paid at the ordinary rate of pay of one thirty-eighth of the full time weekly rate of pay for the appropriate classification as set out in subclause (1) of Clause 28.- Wages plus a casual loading as follows:

From first pay period on or after:	
Approval by Fair Work Australia	20%
1 <sup>st</sup> April 2011	21%
1 <sup>st</sup> April 2012	22%
1 <sup>st</sup> April 2013	23%

Provided that junior casual employees shall be paid the appropriate junior percentage of such rate as prescribed by Clause 29.- Junior Employees and provided further that this rate shall be increased to double time for all work performed on the public holidays referred to in Clause 17 of this Agreement. Notwithstanding the casual loading prescribed by this sub-clause, existing casual employees as at the date of operation of this Agreement who were employed by companies trading as Red Rooster in South Australia shall continue to receive a casual loading of twenty-one and one half percent until such time as the casual loading contained in this subclause exceeds twenty-one and one half percent.

- 10.5 For the purpose of this Clause “day” includes a shift in which work continues beyond midnight.

10.6 The provisions of Clauses 15, 16, 17, and 18 shall not apply to a casual employee except where these clauses make specific provision for casual employees.

10.7 Where this agreement prescribes any additional penalties for hours of work, the rate for casual employees for those hours shall be calculated by taking the base part time rate of pay, applying the additional penalty and then adding the casual loading prescribed by subclause 10.4.

#### 10A REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

(1) An employee who is a parent, or has a responsibility for the care of a child under school age may request of the Company a change in working arrangements to assist the employee to care for the child.

(2) The employee is not entitled to make the request unless:

(a) for an employee, other than a casual employee,—the employee has completed at least 12 months of continuous service with the Company immediately before making the request; or

(b) for a casual employee,—the employee:

(i) is a long term casual employee of the Company immediately before making the request; and

(ii) has a reasonable expectation of continuing employment by the Company on a regular and systematic basis.

(3) The request must:

(a) be in writing; and

(b) set out details of the change sought and of the reasons for the change.

(4) The Company must give the employee a written response to the request within 21 days, stating whether the Company grants or refuses the request.

(5) The Company may refuse the request only on reasonable business grounds.

(6) If the Company refuses the request, the written response under subclause (4) must include details of the reasons for the refusal.

#### 11. LIMITED TENURE EMPLOYEES

11.1 The Company shall have the right to engage employees on a limited tenure basis as either full time or part time employees provided that such periods of limited tenure shall:

11.1(a) not be of less than two weeks' duration;

11.1(b) not be of more than 12 months' duration; and

11.1(c) not run consecutively but may be extended by agreement with the employee provided that the total duration shall not exceed 12 months.

- 11.2 Prior to commencement of a period of limited tenure, the employee shall be advised in writing of the nature of the work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of their limited tenure employment.
- 11.3 Limited Tenure employment may be terminated by either party in accordance with the provisions of Clauses 7 – Termination of Employment, 46 – Technological Change and Restructuring, and 47 – Redundancy.
- 11.4 Limited Tenure employment shall be voluntary.
- 11.5 Where an employee varies their employment contract to a limited tenure contract, such an employee shall, at the conclusion of the limited tenure period, revert to a position of employment which is no less advantageous to the employee than that which existed immediately prior to the limited tenure contract.

## **12. OVERTIME**

- 12.1 All work done at times other than those which the employee is rostered to work, or beyond ten hours in any one day or beyond the maximum number of days in any week during which ordinary hours may be rostered, or on days in excess of the maximum number of consecutive days upon which ordinary hours may be rostered, or beyond the weekly or fortnightly maxima of ordinary hours applicable to the employee pursuant to the terms of this Agreement shall be overtime.
- 12.2 Subject to the provisions of subclause (3) hereof, all overtime worked on the days Monday to Saturday, both inclusive (other than on a public holiday), shall be paid for at the rate of time and a half for the first two hours and double time thereafter. All overtime worked on a Sunday and all work performed on a Public Holiday shall be paid for at the rate of double time. The overtime rate for casual employees is calculated by applying the appropriate multiple to the relevant part time rate of wage and then adding the casual loading prescribed by subclause 10.4.
- 12.3 All work done on an employee's day off shall be paid for at the rate of double time with a minimum payment as for three hours' work. Provided that an additional ordinary hours shift worked by a part time employee pursuant to the provisions of sub-clause (6) of Clause 9 – Part Time Employees on a day which would have otherwise have been a rostered day off shall not be overtime.
- 12.4 Notwithstanding anything contained in this Clause, the Company and an employee may agree that time off with pay may be allowed in lieu of payment for overtime. Such time off shall be allowed subject to -
- 12.4(a) time off for each hour or part thereof shall be equivalent to the overtime rate that otherwise would have been paid, and,
- 12.4(b) the time of taking time off being agreed at the time of arranging the overtime and must be no later than four weeks after the overtime is worked. Provided that if time off in lieu of overtime is not taken within four weeks it shall be paid out at the appropriate overtime rate.
- 12.5 Employees' hours of work, whether ordinary hours or overtime, shall be so arranged that, wherever reasonably practicable, employees have at least ten consecutive hours off duty between the work of successive shifts provided that the period between successive shifts on not more than one occasion in any week may be not less than

eight consecutive hours. An employee who works such that between the termination of his/her work on one shift, and the commencement of his/her work on the next shift, he/she has not had the prescribed minimum period off duty between those times, shall, subject to this Clause be released after completion of such work until he/she has had the prescribed minimum period off duty, without loss of pay, for ordinary working time occurring during such absence. If, on the instructions of the Company, such an employee resumes or continues work without having had the prescribed minimum period off duty, he/she shall be paid at double time until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had the prescribed minimum period off duty without loss of pay for ordinary working time occurring during such absence.

- 12.6 Where an employee is recalled to work after leaving the Company's premises he/she shall be paid for at least three hours at the appropriate rate, and time spent in travelling to and from work shall be counted as time worked.
- 12.7 On not more than one occasion per month employees may be rostered to attend communication or briefing sessions in the form of "team talks". Such sessions will be of no less than one hour's duration and will be paid at ordinary time rates of pay. The ability to roster staff to attend sessions as prescribed by this sub-clause overrides the operation of the rostering provisions of Clauses 8, 9 and 10 of this Agreement only in so far as they relate to daily minimum ordinary hours.
- 12.8 The Company may request an employee to work reasonable overtime at overtime rates. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - 12.8(a) any risk to employee health and safety;
  - 12.8(b) the employee's personal circumstances, including any family responsibilities;
  - 12.8(c) the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse is: and
  - 12.8(d) any other relevant matter.

### **13. BREAKS**

- 13.1 Every employee shall be entitled to an unpaid meal break of not less than one half hour nor more than one hour after not more than five hours work. Provided that where an employee works in excess of eight ordinary hours in any one shift, the meal break for that shift may be taken after not more than six hours work.

An employee, having resumed work following a meal break, shall be entitled to a further unpaid meal break of not less than one half hour nor more than one hour upon the completion of each subsequent five hours of work on any shift.

Where it is not possible for the Company to grant a meal break on any shift, the said meal break shall be treated as time worked and the employee shall be paid at the rate applicable to the employee at the time such meal break is due, plus fifty per cent of the ordinary hourly rate applying to such employee, until such time as the employee is released for a meal break.

- 13.2 In addition to breaks for a meal as provided in this clause, an employee shall receive a paid rest break of 10 minutes duration after working in excess of 4 hours. An additional paid rest break of ten minutes duration shall be provided when an employee works 8 hours or more.
- 13.3 No employee shall work less than one and a half consecutive hours either before or after any unpaid break prescribed by this Clause.
- 13.4 Meal breaks, as prescribed by sub-clause (1) hereof, shall be taken in one continuous period and an employee shall not be required to perform work during such meal break.
- 13.5 Crew – Grade 4 employees shall receive the same entitlements to breaks as prescribed in this clause, however, such breaks may be taken at any time during their shift.

#### **14. MEAL MONEY**

- 14.1 An employee will either be supplied with a meal by the Company or be paid meal money, in accordance with sub-clause (2) hereof where:
- 14.1(a) the employee is required to work overtime for more than two hours on any day, without being notified on the previous day or earlier that he or she will be required to work such overtime; or
- 14.1(b) the employee becomes entitled to a second meal break in accordance with Clause 13(1) of this Agreement.
- 14.2 The rate for the meal money is as follows:

<b>commencement</b>	<b>From 1/10/2010</b>	<b>From 1/10/2011</b>	<b>From 1/10/2012</b>
\$11.40	\$11.75	\$12.10	\$12.45

#### **15. PERSONAL / CARER'S LEAVE**

- 15.1
- 15.1(a) An employee, other than a casual employee, who is unable to attend or remain at his or her place of employment during ordinary hours of work by reason of personal ill health or injury or by reason of caring for or supporting a member of his or her immediate family or household shall be entitled to payment during such absence at the rate applicable for the hours rostered to be worked during the absence in accordance with the provisions of this Clause.
- 15.1(b) Entitlement to payment shall accrue at the rate of 76 hours per annum for full time employees and pro rata for part time employees. This entitlement shall accrue progressively in accordance with the provisions of the National Employment Standards.
- 15.1(c) Where an employee is absent on the grounds of personal ill health or injury or for the purpose of caring for or supporting a member of the employee's immediate family or household for a period longer than his or her entitlement to paid personal / carer's leave, payment may be adjusted at the end of that year of service, or at the time the

employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid personal / carer's leave during that year of service.

- 15.2 The unused portions of the entitlement to paid personal / carer's leave in any one year shall accumulate from year to year.
- 15.3 To be entitled to payment in accordance with this Clause the employee shall as soon as reasonably practicable advise the Company of his or her inability to attend for work, the nature of the illness or injury or the caring or support responsibilities and the estimated duration of the absence. Where practicable such advice shall be given to the Company at least two hours prior to the commencement of the employee's shift.
- 15.4 The provisions of this Clause do not apply to an employee who fails to provide such evidence of the entitlement to take Personal / Carer's leave as would satisfy a reasonable person, provided that the employee shall not be required to produce such evidence with respect to absences of two days or less unless after two such absences in any year of service the Company requests in writing that the next and subsequent absences in that year, if any, shall be accompanied by such evidence.
- 15.5
- 15.5(a) Subject to the provisions of this sub-clause, the provisions of this Clause apply to an employee who suffers personal ill health or injury during the time when he or she is absent on annual leave and an employee may apply for and the Company shall grant paid personal / carer's leave in place of paid annual leave.
- 15.5(b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his or her place of residence or a hospital as a result of his or her personal ill health or injury for a period of three consecutive days or more and he or she produces a certificate from a registered health practitioner that he or she was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the Company in accordance with subclause (3) of this Clause if he or she is unable to attend for work on the working day next following the annual leave.
- 15.5(c) Replacement of paid annual leave by paid personal / carer's leave shall not exceed the period of paid personal / carer's leave to which the employee was entitled at the time he or she proceeded on annual leave and shall not be made with respect to fractions of a day.
- 15.6(d) Where paid personal / carer's leave has been granted by the Company in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid personal / carer's leave is hereby replaced by the paid personal / carer's leave and the replaced annual leave may be taken at another time mutually agreed to by the Company and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 18 – Annual Leave.
- 15.5(e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in

Clause 18 – Annual Leave, shall be deemed to have been paid with respect to the replaced annual leave.

## **15.6 Leave for Pre-Natal Purposes**

An employee who is pregnant may access up to 24 hours' (pro rata for part time employees) personal / carer's leave for the purpose of attending appointments with a registered health practitioner associated with the pregnancy provided that:

- 15.6(a) Proof of attendance shall be required to be produced upon request by the Company;
- 15.6(b) Where possible, employees should attempt to organise appointments during non-working hours. If this is not possible, the employee should attempt to organise appointments at the beginning or at the end of their shift.
- 15.6(c) Where possible, employees should advise the Company of the inability to attend for work due to the need to attend such medical appointment at least one week prior to the appointment. Lesser notice may be provided in exceptional circumstances.
- 15.6(d) Unless requested by the employee, advance notification to the Company of the appointment will not result in a roster change for the employee.

15.7 The provisions of this Clause with respect to payment do not apply to employees who are entitled to payment under the State or Commonwealth Workers' Compensation and rehabilitation Act nor to employees whose injury or illness is the result of the employee's own misconduct.

15.8 All employees including casual employees are entitled to an additional two days of unpaid carer's leave on each occasion that a member of the employee's immediate family or household requires care or support due to illness, injury or an unexpected emergency. Full time and part time employees are only eligible for unpaid carer's leave if they do not have any paid personal / carer's leave accrued. Unpaid carer's leave can be taken in one continuous period or in separate periods as agreed between the Company and the employee. Part days may be taken.

15.9 An employee who has exhausted the paid leave available pursuant to the provisions of this Clause for the purpose of providing care or support to a member of their immediate family or household may access other forms of leave allowed pursuant to the terms of this Agreement in order to provide such care or support. This may include annual leave, time off in lieu of overtime or, subject to approval, leave of absence. In addition, with the consent of the Company, an employee may elect to work "make-up time" under which the employee takes time off during ordinary hours and works those hours at a later time during ordinary hours as prescribed by this Agreement.

15.10 The Company may request a certificate from a registered health practitioner or statutory declaration from an employee taking leave for the purpose of providing care or support for a member of the employee's immediate family or household.

## **16. COMPASSIONATE LEAVE**

### **16.1 Bereavement**

16.1(a) A full time or part time employee shall be entitled to paid compassionate leave upon the death of a spouse, parent or child which shall not exceed five shifts up to, including and immediately following the funeral of such relative.



- 16.1(b) A full time or part time employee shall be entitled to paid compassionate leave upon the death of a step-father, step-mother, foster father, foster mother, foster child, legal guardian, parent in-law, brother in-law, sister in-law, son in-law, daughter in-law, aunt, uncle, grand parent, grand parent in-law, step-child, grand child, brother, sister, step-brother or step-sister which shall not exceed three shifts up to and including the day of the funeral of such relative.

Provided that where the death of a relative listed in this paragraph occurs outside Australia and the employee does not attend the funeral, the employee shall be entitled to paid leave for two shifts only unless such employee can demonstrate to the Company that additional leave to a maximum of three shifts is justified.

- 16.1(c) A full time or part time employee shall be entitled to paid compassionate leave upon the death of a former spouse, former de-facto spouse, or of a member of the immediate family of a former spouse or a former de-facto spouse, or member of the employee's household not otherwise nominated in this Clause which shall not exceed two shifts up to and including the day of the funeral of such a person.
- 16.1(d) Subject to agreement between the Company and an employee, which agreement shall not be unreasonably refused, paid leave of up to one shift per occasion may be made available for the employee to attend the funeral of a relative not otherwise nominated in this Clause or of a close personal friend.

## **16.2 Compassion**

A full time or part time employee shall be entitled to two shifts of paid compassionate leave either as a continuous period or as single shifts of leave on each occasion on which an immediate family member of the employee or member of the employee's household either develops a life threatening illness or sustains a life threatening injury.

## **16.3 Payment**

Payment while on compassionate leave shall be at the employee's ordinary time rate of wage, inclusive of any penalties, for the hours usually rostered to be worked during the period of absence of leave. Notwithstanding any provision of this Clause to the contrary, payment for compassionate leave shall not be available to employees who are absent from work during the relevant period on other forms of paid leave.

## **16.4 Proof**

An employee claiming compassionate leave shall supply to the Company such evidence of the illness, injury or death, as appropriate, of the person with respect to whom the employee is claiming compassionate leave as would satisfy a reasonable person of the employee's entitlement to take the leave. In addition, in the case of an employee taking additional leave as provided by sub-clause (5) hereof, the employee shall supply the Company such evidence of attendance at a funeral interstate or overseas as the Company may reasonably require.

## **16.5 Additional Leave**

Additional leave without pay may be made available to employees for interstate or overseas travel for the purpose of attending the funeral of relatives or close personal friends. Applications for such additional leave shall not be unreasonably refused.

- 16.6 Unless otherwise stipulated, for the purpose of this Clause the word “spouse” shall mean wife or husband including a person who lives with the employee as a de-facto wife or husband as the case may be.

## **17. PUBLIC HOLIDAYS**

- 17.1 The following days shall be allowed as paid public holidays for full time and part time employees:

New Years Day	-	1 <sup>st</sup> January
Australia Day	-	26 <sup>th</sup> January
Good Friday		
Easter Saturday (except in Tasmania)		
Easter Monday		
Anzac Day	-	25 <sup>th</sup> April
Queens Birthday	-	as Gazetted in the relevant State or Territory
Labour Day (8 hour Day)	-	as Gazetted in the relevant State or Territory
Christmas Day	-	25 <sup>th</sup> December
Boxing Day (Proclamation Day)	-	26 <sup>th</sup> December

In addition to the days listed above the following days shall be allowed as paid public holidays for full time and part time employees in the states specified:

In Victoria – Melbourne Cup Day. Provided that where a local day is proclaimed or gazetted in a locality outside the metropolitan area and Melbourne Cup Day is not proclaimed or gazetted with respect to that locality, then such local day shall be allowed as the Public Holiday in lieu of Melbourne Cup Day.

In Western Australia – Foundation Day.

In the Northern Territory – Show Day.

In South Australia – Adelaide Cup Day.

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

In New South Wales – The first Tuesday in November.

In the Australian Capital Territory – Canberra Day.

In Queensland – Exhibition Day or the appropriate regional Show Day.

- 17.2 With respect to the Public Holidays nominated in sub-clause (1) hereof, these days are to be observed on the days specified in that sub-clause provided that where no date is specified, they are to be observed on the day most commonly recognised in the relevant State, Territory or locality with respect to that day. Such Public Holidays will not be subjected to substitution.
- 17.3 All work performed by employees, including casual employees, on the Public Holidays prescribed by sub-clause (1) hereof shall be paid at double the ordinary time rate of pay with a minimum payment as for three hours. Double time for casual employees is as prescribed by Clause 12(2) hereof.
- 17.4 Additional days**

In addition to the days nominated in sub-clause (1) hereof, full time and part time employees shall be allowed a paid holiday or a paid half day holiday within a State, Territory or locality where such a day is proclaimed or gazetted as a Public Holiday

by the authority of the Commonwealth Government or of a State or Territory Government and such a proclaimed or gazetted Public Holiday is to be observed generally by persons throughout the State, Territory or locality. Provided that days proclaimed or gazetted as Public Holidays in substitution for any day or days nominated in sub-clause (1) hereof shall not be deemed to be additional days for the purpose of this sub-clause.

Such additional Public Holidays shall be treated as additional paid time off or pay in lieu but work performed on such days shall not attract Public Holiday penalty rates. If proclaimed, such days shall include, but not be limited to: Newcastle Show Day and Port Pirie Picnic Day.

In the ACT the first Monday in March, shall be allowed as additional day pursuant to the provisions of this Clause.

- 17.5 In order to meet the needs of the business, the Company may request an employee to perform work on a Public Holiday. Such work may include the employee's usually rostered hours, additional hours and/or reasonable overtime.

#### **17.6 Non Working Days**

- 17.6(a) A full time employee whose non-working day falls on a Public Holiday, shall be afforded by mutual agreement between the employee and the Company either:

- 17.6.1 payment of an additional day's or half day's wages;
- 17.6.2 addition of one day or half day to the employee's annual leave; or
- 17.6.3 another day or half day may be allowed off with pay to the employee within twenty-eight days after the Public Holiday falls, or during the week prior to the Public Holiday.

Provided that, in the absence of mutual agreement, the employee shall receive payment of an additional day's or half day's wages.

- 17.6(b) For the purpose of paragraph (a)(i), (ii) or (iii) hereof, for full time employees working 5 days each week, "day" shall mean 7.6 hours and "half day" shall mean 3.8 hours. For full time employees not working 5 days each week, "day" shall mean the average number of hours rostered to be worked per day by the employee in the 4 weeks prior to the Public Holiday, and "half day" shall mean half this amount.
- 17.6(c) A part time employee shall be entitled to the provisions of paragraph (a)(i), (ii) or (iii) hereof, where the employee is rostered so that they do not work their ordinary hours on the same days each week, but where the day of the week on which the Public Holiday falls has formed part of the employee's regular roster of ordinary hours during the four weeks preceding the Public Holiday.

For the purpose of this paragraph, "day" shall mean the average of the number of hours worked when ordinary hours work has been performed on the same day of the week, in the previous four weeks, as the day on which the Public Holiday falls, and "half day" shall mean half this amount.

- 17.6(d) A part time employee shall be entitled to the provisions of paragraph (a)(i), (ii) or (iii) hereof where the employee is rostered to work 20 starts over 4 weeks, including Saturday or Sunday work, and a non-working day falls on a Public Holiday.

For the purpose of this paragraph, "day" shall mean the average number of hours rostered per day by the employee in the four weeks prior to the Public Holiday, and "half day" shall mean half this amount.

## **17.7 Absences from Work**

An employee who fails to attend for a rostered shift without leave on the day before or the day after any Public Holiday(s) shall forfeit wages for the day(s) of the absence as well as for the Public Holiday in the absence of an appropriate medical certificate.

Provided that an employee absence without leave on one day only either before or after a group of Public Holidays, shall forfeit wages for only one Public Holiday as well as the period of absence.

## **17.8 Shift Falling over Two Consecutive Days including Public Holiday**

- 17.8(a) Where an employee's rostered shift falls over two consecutive days (including a Public Holiday) and the majority of the shift falls on the Public Holiday the entire shift shall be regarded as the Public Holiday for all purposes of the Agreement.
- 17.8(b) Where an employee is rostered for a shift with an equal number of hours on a Public Holiday and on the day before a Public Holiday the entire shift shall be treated as a Public Holiday for all purposes of the Agreement.
- 17.8(c) Where an employee is rostered for a shift with an equal number of hours on a Public Holiday and the day after a Public Holiday the entire shift shall be treated as a normal shift for all purposes of the Agreement.

## **18. ANNUAL LEAVE**

- 18.1 A period of 152 hours' paid leave shall be allowed annually to full-time employees after 12 months' continuous service.

Part-time employees shall be entitled to annual leave on a pro-rata basis. Where the number of hours worked vary throughout the course of the year, entitlements to annual leave shall be calculated upon the average number of ordinary hours worked during the year of accrual including additional hours worked pursuant to Clause 9(6).

- 18.2 An employee's entitlement to paid annual leave accrues progressively during each year of service.
- 18.3 The taking of annual leave shall be by mutual agreement, within a period not exceeding 12 months from the date it becomes due. Where an employee has accrued eight weeks of annual leave and has not agreed to take some or all of such leave a period of four weeks' notice of the requirement to take up to a quarter of the total of the annual leave accrued by the employee shall be provided to the employee by the Company.

- 18.4 An employee shall be given a written response to a request for annual leave within two weeks of making such a request. When considering requests for annual leave during school holidays, the Company will have regard to employees who have children at school when approving such leave.
- 18.5 Under no circumstances shall an employee forfeit their annual leave entitlement.
- 18.6 Annual leave may be taken in single or combined days up to a maximum of five days per year at the request of an employee
- 18.7 Except as provided in sub-clause (6) hereof, annual leave may, by mutual agreement between an employee and the Company be taken in two or three separate periods, of not less than five days. In the absence of agreement one of these periods shall be of a minimum of three weeks.
- 18.8 If the employee and the Company agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to the annual leave.
- 18.9 An employee going on annual leave shall be paid, in addition to their ordinary time earnings for the period of leave, a loading of 17.5% prior to the commencement of such leave.
- 18.10 Prior to the commencement of annual leave, an employee shall be paid all wages in respect of the period of annual leave. Provided that at the written request of the employee, an employee may be paid for such leave by receiving the payment progressively using the normal weekly or fortnightly pay cycle.
- 18.11 Where any Public Holiday, for which an employee is entitled to payment under this Agreement occurs during any period of annual leave taken by the employee pursuant to this Clause, the period of the leave shall be increased by one day in respect of that Public Holiday or one day, being an ordinary working day, shall be credited to the employee's outstanding annual leave for each such Public Holiday.
- 18.12 Any accrued or pro-rata annual leave entitlement shall be paid upon termination of employment. The 17.5% loading referred to in sub-clause (9) shall apply to fully accrued leave on termination but does not apply to proportionate leave payable upon termination. Where an employee has been granted leave in advance of any fully accrued entitlement and subsequently leaves the Company prior to the leave becoming fully accrued, the Company may deduct from any monies due to the employee an amount equivalent to the loading paid for that leave.
- 18.13 Where the employment of an employee is terminated before the employee has completed a full year of service, the sum paid to the employee shall be 1/12 of the ordinary pay for that period of employment.
- 18.14 Any time in respect of which an employee is absent from work, except time for which the employee is entitled to claim sick pay or time spent on public holidays, annual leave, compassionate leave or other paid leave as prescribed by this Agreement shall not count for the purpose of determining his or her right to annual leave.
- 18.15 In the event of an employee experiencing demonstrable financial hardship, the employee may request, and the company shall provide, pay in lieu of up to two weeks of the employee's accrued untaken annual leave in any anniversary year of service. Such request must be made in writing and the employee's accrued leave balance may not fall below 4 weeks.

## **19. LONG SERVICE LEAVE**

- 19.1 Employees shall be entitled to Long Service Leave in accordance with the provisions of the relevant legislation applicable in each State or Territory.
- 19.2 An employee may elect to take double the period of Long Service Leave to which they are entitled at half pay.

## **20. JURY SERVICE**

- 20.1 An employee, other than a casual employee, shall notify the Company as soon as possible of the date/s upon which they are required to attend for jury service. Further, the employee shall give the Company proof of attendance which includes the duration of such attendance and the amount of money received in respect of any jury service.
- 20.2 An employee required to attend for jury service during their rostered hours of work will not suffer any loss of income in respect of the ordinary hours they would have worked had they not been on jury service. The Company will pay the employee the difference between the income earned from jury service and the wages that the employee would have earned had they worked their regular roster but for their attendance at jury service.
- 20.3 While on jury service an employee will not be required to attend work until completion of jury service.
- 20.4 An employee on a roster including weekend work shall be given time off without loss of pay so that the combination of consecutive jury and work days does not exceed 5 days per week.
- 20.5 An employee required to attend for jury service during a period of annual leave will, upon producing satisfactory evidence of attendance, be credited with annual leave for the period for which jury service was attended.

## **21. PARENTAL LEAVE**

Employees shall be entitled to Parental Leave in accordance with Appendix B of this Agreement.

## **22. BLOOD DONOR LEAVE**

- 22.1 A full time or part time employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay, including any allowances or penalty payments which the employee would have received had they been at work, up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year. Provided that, such employee shall arrange for the absence to be on a day suitable to the Store Manager and be as close as possible to the beginning or ending of the ordinary working hours.
- 22.2 The employee shall notify his or her Store Manager as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

- 22.3 In order to be eligible for paid leave in accordance with the provisions of this Clause, proof of attendance by the employee at a recognised place for the purpose of donating blood, and the duration of such attendance shall be furnished to the satisfaction of the Store Manager.

### **23. DEFENCE FORCE SERVICE LEAVE**

- 23.1 A full time or part time employee shall be allowed leave of up to 2 weeks per calendar year to attend Defence Forces Reserve approved training camps.
- 23.2 During such leave, full time or part time employees who are required to attend full time training shall be paid an amount equal to the difference between the wages received in respect of their attendance at the camp and the amount of ordinary time earnings they would have received for working ordinary time during that period.
- 23.3 To receive payment an employee shall provide to the Company proof of attendance, proof of Defence Forces Reserve rate of pay and total wages received for the time spent in training.
- 23.4 Employees seeking to take Defence Force Service Leave must provide notice to the Company at least one month prior to the period of training. The notice should detail the start and finish dates for training.
- 23.5 Ordinary time earnings for the purposes of this Clause includes Location Allowances, as provided in Clause 44 – Location Allowances but does not include other allowances, penalty payments and overtime payments as provided for in this Agreement.

### **24. EMERGENCY SERVICES LEAVE**

- 24.1 Full time and part time employees involved in recognised voluntary services, including SES and fire fighting, shall be entitled to paid time off without loss of pay, at ordinary time rates to attend to emergency situations.

Spouses of those performing a recognised voluntary emergency service who are required to take time off work in order to look after their children shall be entitled to paid time off without loss of pay at ordinary time rates.

- 24.2 Ordinary time rates for the purpose of this clause includes Location Allowances, as provided in Clause 44.- Location Allowances, but does not include other allowances, penalty payments and overtime payments as provided by the terms of this Agreement.
- 24.3 It shall be the responsibility of the employee to keep the Company informed about the time off needed to attend to emergency duties.
- 24.4 To receive payment an employee shall provide the Company proof of attendance at the emergency situation.
- 24.5 Paid time off for attendance at emergencies in the local area shall neither be unreasonably restricted nor accessed.

- 24.6 Paid time off for emergencies that are not local shall be limited to two days but may be increased depending upon the nature of the emergency, e.g. major bushfires.

## **25. NATURAL DISASTER LEAVE**

Where a yellow alert is announced for cyclones, or there is a natural disaster (e.g. flooding or bushfire) which poses a genuine threat to an employee's property or creates a need for an employee to care for their children, the employee shall be allowed to leave work. Time away from work is unpaid.

Where there is an imminent threat to a store, the Store Manager may direct an employee to assist to ensure that the store is secured before leaving work.

## **26. UNPAID LEAVE OF ABSENCE**

- 26.1 Leave of Absence shall mean an approved period of unpaid leave which shall not break continuity of service of an employee and which, whilst not exhaustive, may include leave for:

- 26.1(a) an employee who is studying and requires time to attend exams;
- 26.1(b) an employee who wishes to travel overseas or interstate for an extended period;
- 26.1(c) an employee who requires time off to care for a sick or injured close relative;
- 26.1(d) an employee who wishes to return to studies on a full time basis.

- 26.2 Any leave taken in accordance with this Clause shall be subject to the following:

- 26.2(a) mutual agreement; and
- 26.2(b) a maximum period of 3 months provided that with the agreement of the State Manager, which agreement shall not be unreasonably withheld, the maximum period of Leave of Absence shall be six months; and
- 26.2(c) all other appropriate leave entitlements must be exhausted.

## **27. PAYMENT OF WAGES**

- 27.1 The Company may elect to pay employees by cheque or by means of credit transfer to a bank, building society or credit union account in the name of the employee. The day that the credit transfer is credited to the employee's account shall be deemed to be the date of payment.
- 27.2 Payment shall be made within three days of the last day of the pay period provided that, where a Public Holiday or Holidays falls in the three trading days following the last day of the pay period, payment may be deferred by the number of days equal to the number of such Public Holidays. Payment by cash or cheque shall be made during the employee's ordinary working hours.
- 27.3 The Company shall not change its method of payment to employees without first giving them at least four weeks' notice of such change.



- 27.4 Employees whose day off falls on pay day and who are paid by cash or cheque, shall be paid their wages upon request from the employee to the Company, prior to the employee taking the day off.
- 27.5 An employee who lawfully terminates employment or is dismissed for reasons other than misconduct, shall be paid all wages due to the employee by the Company on the day of termination of employment, or within forty-eight hours following such termination.
- 27.6 At the time of being paid each employee shall be issued with a statement by the Company showing the gross wages and allowances and all deductions made therefrom and any accrued annual leave entitlements.
- 27.7 27.7(a) The Company shall pay employees fortnightly in accordance with subclauses (1) to (6) inclusive of this Clause.
- 27.7(b) The Company shall not change the frequency of payment to employees without first giving them at least four weeks' notice of such change.
- 27.7(c) The method of introducing a fortnightly pay system shall be by the payment of an additional week's wages in the last weekly pay before the change to fortnightly pays to be repaid by equal fortnightly deductions made from the next and subsequent pays, provided that the period of repayment shall not be less than 10 weeks nor more than 16 weeks or by some other method agreed upon by the employee and the Company.

## **28. WAGES**

- 28.1 The minimum rates of ordinary time weekly wage payable to adult full time employees shall be as follows:

	<b>From the First Full Pay Period on or after approval by Fair Work Australia</b>	<b>From the First Full Pay Period Commencing on or After 1/10/2010</b>	<b>From the First Full Pay Period Commencing on or After 1/10/2011</b>	<b>From the First Full Pay Period Commencing on or After 1/10/2012*</b>
	<b>\$ per week</b>	<b>\$ per week</b>	<b>\$ per week</b>	<b>\$ per week</b>
Crew Grade 1	570.00	595.00	620.00	645.00
Crew Grade 2	620.00	635.00	650.00	665.00
Crew Grade 3	650.00	660.00	670.00	680.00
Crew Grade 4	690.00	700.00	710.00	720.00

In respect of the weekly wage rates for each grade applicable from 1/10/2012 the following shall apply:

Where the figure prescribed in the above table as being payable from 1/10/2012 represents a lower weekly rate than that derived from applying the All Capitals, All Groups CPI figure for the 12 months ended June 30<sup>th</sup> 2012 to the weekly rate

prescribed as payable from 1/10/2011, then that higher rate so derived shall apply in lieu of the figure prescribed for 1/10/2012.

- 28.2 Existing employees, engaged by the Company prior to 1 August 1997, and who did not work on at least one Saturday or Sunday during the 13 week period immediately prior to 10 July 2000, will not be forced to work a Saturday or a Sunday as a result of the implementation of this Agreement.

No employee shall suffer any reduction to his or her rate of wage as a result of the implementation of, or at any time during the operation of, this Agreement.

**28.3 Weekend Rates:**

All work performed on a Saturday or on a Sunday during ordinary hours shall be subject to the following penalty rates:

Queensland	No loading applies
Western Australia	10%
All other states and territories	25%

**29. JUNIOR EMPLOYEES**

The rate of pay for junior employees shall be determined by applying the following percentages to the appropriate adult ordinary time weekly rate of wage:

Under 16 years of age .....	45%
Between 16 and 17 years .....	50%
Between 17 and 18 years .....	60%
Between 18 and 19 years .....	70%
Between 19 and 20 years .....	80%
Between 20 and 21 years.....	90%

Provided that the rate for junior employees aged under 16 years shall be decreased as follows:

From the first pay period on or after:	
1 <sup>st</sup> October 2010	44%
1 <sup>st</sup> October 2011	43%
1 <sup>st</sup> October 2012	42%

**30. HIGHER DUTIES**

- 30.1 Any employee required to undertake supervisory duties or to relieve a salaried employee for two hours or more in any day shall be paid a higher duties allowance of \$1.00 per hour for the time so engaged provided that, where an employee is engaged in such duties for more than half of one day or shift the employee shall be paid the higher duties allowance of \$1.00 per hour for the whole day or shift.

- 30.2 The Company may direct any employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 30.3 Crew Grade 3 employees, nominated by the Company as Crew Trainers shall be paid an additional \$1.00 per hour for every hour engaged in training other employees.
- 30.4 Subclause (1) of this clause does not apply to Crew Grade 4.

### **31. UNIFORMS AND PRESENTATION STANDARDS**

#### **31.1**

- 31.1(a) Where uniforms are required to be worn they shall be supplied by the Company.
- 31.1(b) Where uniforms are supplied to an employee and where the value of such uniforms exceeds \$50.00, a once only deposit of \$50.00 shall be paid by the employee by means of ten \$5.00 instalments withheld by the Company from the employee's wages during the first ten pay periods. This deposit shall be repaid to the employee on termination provided the uniforms issued to them are returned to the Company in good condition, fair wear excepted.

In lieu of such \$50.00 deposit, the Company may withhold \$50.00 from the termination payment to any employee engaged after the date of lodgement of this Agreement until such time as the employee returns any uniform in his or her possession in good condition, fair wear excepted.

#### **31.2 Dress Standards**

- 31.2(a) Employees are required to wear a hat and name badge supplied by the Company at all times when on duty.
- 31.2(b) Footwear must be solid, flat or low heeled, black in colour, enclosed, and non-slip. Socks should be neutral, black or navy. No joggers or sneakers are to be worn.
- 31.2(c) Hair must be contained in a way that prevents loose hair from falling out, whether by use of a cap, visor or hair net. Where hair cannot be adequately contained by a cap or visor, a hair net must be worn.
- 31.2(d) Facial hair must be neatly trimmed or preferably clean-shaven. Like any other hair, beards and moustaches should be combed and washed regularly. Beards and moustaches must only be grown whilst on leave so that growth is not apparent whilst at work.
- 31.2(e) Acrylic nails must not be worn and nails should be kept manicured. No nail polish may be worn as it can chip and contaminate food.
- 31.2(f) Conservative make-up is preferred.
- 31.2(g) Jewellery and accessories must be limited to plain sleepers in earlobes (one in each earlobe) and a plain ring (such as a wedding band). An employee may wear (one) fine neck chain. A Medic Alert bracelet/chain may be worn but it must be kept concealed where possible. A watch may be worn if the employee is not preparing food.

31.2(h) Facial jewellery is to be removed where possible or covered with a detectable band-aid.

31.3 Where an employee is required to launder their uniform, the employee shall be paid the following allowance per week:

Employees employed on a casual basis	\$2.05
Employees employed on a part time basis	\$2.39
Employees employed on a full time basis	\$4.85

## **32. PROTECTIVE CLOTHING**

32.1 Employees who are required to wash dishes, clean toilets or otherwise handle detergents, acids, soaps or any injurious substances shall be supplied, free of charge by the Company with rubber gloves.

32.2 Where the conditions of work are such that employees are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the Company.

32.3 Where conditions of work are such that employees are unable to avoid their feet becoming wet, they shall be supplied by the Company free of charge with suitable protective footwear.

32.4 All articles supplied shall remain the property of the Company and shall be returned when required, in good order and condition, fair wear and tear excepted.

32.5 Where an employee is subjected to cold working conditions, the employee may wear Company provided jackets. The wearing of jackets, however, is not permitted for employees engaged in kitchen functions.

## **33. EMPLOYEES' EQUIPMENT**

All knives, choppers, tools, brushes, towels, and other utensils, implements and material which may be required to be used by the employee for the purpose of carrying out his or her duties, shall be supplied by the Company free of charge. The Company shall ensure that any equipment provided will always be maintained in good working order. Where the Company identifies that equipment is not in good working order it will take steps immediately to repair or replace, as appropriate, such equipment.

## **34. LIMITATION OF WORK**

34.1 No employee shall be required to climb ladders unless appropriately attired.

34.2 No employee shall be required to clean toilets for the use of persons of the opposite sex to the employee, unless it has been determined by a person of the same sex as those for whom the toilet is provided for use that the toilets are vacant and arrangements are made to ensure that the toilets are not in use during the cleaning period.

34.3 No employee under the age of 18 years who lives with a parent or guardian shall be employed after 10.30 p.m. on any day without permission in writing from a parent or guardian of such employee.

- 34.4 No female employee under the age of eighteen years shall be required to lift or carry weights in excess of eleven kilograms and no female employee over eighteen years of age shall be required to lift or carry weights in excess of sixteen kilograms.

**35. TRAVELLING FACILITIES**

- 35.1 Where an employee is detained at work until it is too late to travel by the last ordinary bus, train or other regular public conveyance to the employee's usual place of residence, the Company shall provide proper conveyance free of charge.
- 35.2 If an employee is required to start work before the first means of public conveyance (herebefore described) is available to convey the employee from his or her usual place of residence to the place of employment, the Company shall provide a conveyance free of charge.
- 35.3 The provisions of this Clause do not apply to an employee who usually has his or her own means of conveyance.

**36. ESCORT TO CARS AND SAFE PASSAGE**

- 36.1 Employees completing their shift at a late time (after dark) may, prior to darkness, move their vehicles closer to the store than would be allowed in the earlier part of the day. The Company shall encourage but not require employees to do this.
- 36.2 If moving vehicles as encouraged by sub-clause (1) hereof is not feasible or is not allowable due to centre by-laws then employees should be encouraged, but not required, to leave the store in the company of other employees to give an element of security through numbers.
- 36.3 Employees completing their shift at a late time (after dark) may request an escort to their cars at the end of their shift notwithstanding the provisions of sub-clauses (1) or (2) hereof, provided this does not leave one employee alone in the store.
- 36.4 A request from an employee pursuant to the provisions of sub-clause (3) hereof shall not be unreasonably refused by the Company, but may not be possible if acceding to such a request leaves one employee alone in the store.

**37. TRAVELLING ALLOWANCE AND TRAVELLING TIME**

- 37.1 Where the temporary transfer of an employee is unavoidable as a result of store refurbishments or similar circumstances, such an employee shall be given at least one month's notice of such temporary transfer. An employee who declines the offer of such a temporary transfer may take any accrued leave owed and in the event that such leave is or becomes exhausted shall take unpaid leave.
- 37.2 Where an employee, other than an employee working ordinary hours at more than one store pursuant to the provisions of Clause 9(11) hereof, is temporarily transferred at the Company's direction to attend at a location further away than their base store (including Company directed training) the employee shall be entitled to the following:
- 37.2(a) Any additional fare costs for using public transport; or
- 37.2(b) Any additional cost for private mileage, calculated on the basis of:

For vehicles over 2000cc – 62 cents per kilometre

For vehicles of up to 2000cc – 56 cents per kilometre

- 37.3(c) Payment of additional travelling time at the ordinary time earnings rate. Provided that such payments shall cease in the event that the employee has been permanently transferred to the store.

### **38. TIME AND WAGES RECORD**

- 38.1 The Company shall keep, or cause to be kept, a Time and Wages Record wherein shall be entered the following information:
- 38.1(a) the full name, postal address and occupation of each employee employed and whether the employee is being employed on a full time, part time or casual contract of service;
- 38.1(b) the time each employee commences and finishes work each day, including any unpaid breaks;
- 38.1(c) the number of hours worked each day by each employee and the total hours worked each pay period;
- 38.1(d) the wages and (if any) overtime and allowances paid to each employee each pay period;
- 38.1(e) the age of any employee employed on junior rates of pay.
- 38.2 The Record shall be entered up by the Company from day to day and shall be signed, if correct, by the employee at the time of being paid. Both the Company and the employee shall be responsible for the correctness of the Record.
- 38.3 For the purposes of this clause the term "Record" shall mean a book or single document wherein shall be entered all the information required to be kept in accordance with the provisions of sub-clause (1) hereof.

### **39. ROSTER**

- 39.1 A roster of the working hours of each full time and part time employee employed shall be exhibited in the office of each establishment and in such other place by the Company, so as it may be conveniently and readily seen by the employees employed.
- 39.2 Such roster shall show –
- 39.2(a) the name, occupation and type of employment of each employee;
- 39.2(b) the hours to be worked by each employee each day and the breaks in the shift to be taken.
- 39.3 Such rosters shall be drawn up in such a manner as to show the working hours of each employee for at least one fortnight in advance of the date of the roster.

- 39.4 Each full time and part time employee shall be provided with a regular roster which will not be subject to frequent variations.
- 39.5 Rosters can be changed:
- 39.5(a) by 7 days' written notice; or
- 39.5(b) in the case of an emergency by 24 hours' notice, or
- 39.5(c) at shorter notice by mutual consent.
- 39.6 When establishing or changing rosters the Company will consider the reasonable availability of employees, which shall include family matters, study commitments, sporting commitments and whether the employee has safe transport home.
- 39.7 An employee's roster may not be changed with the intent of avoiding penalties, loadings or other benefits applicable. Should such circumstances arise the employee shall be entitled to such penalty, loading or benefit as if the roster had not been changed. This sub-clause does not in any way limit the Company's ability to change rosters due to operational needs.

#### **40. CHANGE AND REST ROOMS**

- 40.1 Except where employees are engaged in providing outside catering services, such as at Agricultural Shows, adequate change and rest rooms shall be provided by the Company.
- 40.2 The Company is committed to providing all employees with access to lockable lockers for the purpose of ensuring that employees are able to secure their valuables. In order to achieve this objective the Company will install lockable lockers in all new stores and will install lockable lockers in existing stores as such stores undergo refurbishment.

#### **41. FIRST AID**

- 41.1 In each establishment the Company shall provide and continuously maintain at a place easily accessible to all employees an adequate First Aid Kit.
- 41.2.1 Where the Company appoints a qualified employee to perform first aid duties, such employee shall be entitled to the following daily allowances:

commencement	From 1/10/2010	From 1/10/2011	From 1/10/2012
\$1.70	\$1.75	1.80	\$1.86

#### **42. POSTING OF AGREEMENT**

In each establishment a copy of this Agreement shall be posted and maintained by the Company in a prominent place accessible to all employees.

#### **43. SUPPORTED WAGE SYSTEM**

The provisions of Appendix A – Supported Wage System for Employees with Disabilities define the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

#### **44. DISTRICT ALLOWANCE**

##### **44.1 Western Australia**

The provisions of the General Order of the Western Australian Industrial Relations Commission relating to Location Allowances and any successor General Order relating to Location Allowances shall apply to employees of the Company in the locations specified in the General Order.

##### **44.2 Northern Territory**

In addition to the wage rates prescribed elsewhere in this Agreement the following location allowances shall be paid to employees of the Company in the Northern Territory:

- 44.2(a) Adults - North of the 20th parallel of South latitude - \$16.60 per week  
Adults - South of the 20th parallel of South latitude - \$9.40 per week

- 44.2(b) Provided that junior employees shall receive payment of a location allowance in the same proportion as are expressed in clause 29 - Junior Employees of this Agreement.

- 44.2(c) Part time employees shall receive a location allowance on a pro rata basis worked out as a fraction of 38 and applied to this location allowance.

- 44.2(d) Casual employees shall receive, per hour, one thirty eighth of the appropriate location allowance.

- 44.2(e) The location allowance shall not be used in the calculation of overtime payments.

The location allowance shall be payable during periods of Annual Leave and be payable on Public Holidays as prescribed by this Agreement.

#### **45. TRAINEESHIPS**

- 45.1 The Company shall comply with the terms of the National Training Wage Award 2000, as varied as though bound by Clause 3 of that Award with the exception of rates of pay. Trainees shall be paid according to the relevant Crew Member rate of pay (including junior rates) as specified in Clauses 28 and 29 of this Agreement.

- 45.2 The provision in the National Training Wage Award 2000 in respect of overtime shall be read to mean that the hourly rate of pay for the purposes of calculation of overtime or shift penalties is the hourly rate applicable to the relevant age as prescribed in this Agreement.

- 45.3 An existing employee of the Company who undergoes training but is not covered by the National Training Wage Award shall be employed under the terms and conditions of this Agreement.

#### **46. TECHNOLOGICAL CHANGE AND RESTRUCTURING**

##### **46.1 Company's Duty to Notify**



- 46.1(a) Where the Company 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 Company shall notify the employees who may be affected by the proposed changes.
- 46.1(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the 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 the matters referred to herein an alteration shall be deemed not to have significant effect.

## **46.2 Company's Duty to Discuss Change**

- 46.2(a) The Company shall discuss with the employees affected inter alia, the introduction of the changes referred to above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees in relation to the changes.
- 46.2(b) The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to above.
- 46.2(c) For the purposes of such discussions, the Company shall provide in writing to the employees concerned, 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 the Company shall not be required to disclose confidential information the disclosure of which would be detrimental to the Company's interests.

## **47. REDUNDANCY**

### **47.1 Discussions Before Terminations**

- 47.1(a) Where the Company has made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and with the Union.
- 47.1(b) The discussions shall take place as soon as is practicable and shall cover, amongst other matters the reasons the proposed terminations are required, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- 47.1(c) For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the employees concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out.

Provided that the Company shall not be required to disclose confidential information the disclosure of which would be detrimental to its interests.

#### **47.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties for reasons set out in subclause (1) hereof, the employee shall be entitled to the same period of notice of transfer as they would had they been terminated, and the Company may make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

- 47.3 In the event that an employee's position is made redundant due to a store closure, the Company shall endeavour to transfer the employee to another store within reasonable geographic proximity. "Reasonable" shall take into account the employee's individual circumstances.

#### **47.4 Severance Pay**

In addition to the period of notice provided in Clause 7 of this Agreement, a permanent employee whose employment is terminated for reasons set out above shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance Pay
less than 1 year	nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

"Weeks pay" means the ordinary time rate of pay for the employee concerned.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the Company had proceeded to the employee's normal retirement date.

For the purposes of this Clause "continuous service" shall be as defined in Clause 6(4).

#### **47.5 Employee Leaving During Notice**

An employee whose employment is terminated for reasons set out in subclause (1) hereof, may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this Clause had he or she

remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of the notice period prescribed by subclause (1) of Clause 7 of this Agreement.

#### **47.6 Alternative Employment**

The Company in a particular redundancy case, may make application to the Fair Work Australia to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

#### **47.7 Time Off During Notice Period**

47.7(a) During the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

47.7(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent.

For the purpose of this Clause a statutory declaration will be sufficient.

#### **47.8 Notice to Commonwealth Agency**

Where a decision has been made to terminate employees in the circumstances outlined in subclause (1) hereof, the Company shall notify the relevant Commonwealth Agency thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### **47.9 Transfer of Business**

47.9(a) Where a business is before or after the date of this Agreement, transmitted from one employer (in this subclause called "the old employer") to another employer (in this subclause called "the new employer") and an employee who at the time of such transmission was an employee of the old employer in that business becomes an employee of the new employer:

i) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transfer;

and

ii) The period of employment which the employee has had with the old employer or any prior old employer shall be deemed to be service of the employee with the new employer.

47.9(b) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transfer" includes conveyance, assignment or succession whether by agreement or by operation of law and "transferred" has a corresponding meaning.

#### **47.10 Employees with Less Than One Year's Service**

This Clause shall not apply to employees with less than one year's continuous service and the general obligation on the Company should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### **47.11 Employees Exempted**

This Clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

### **48. DISPUTE SETTLEMENT**

#### **48.1**

48.1(a) Step 1: A grievance between an employee and the Company about matters arising under this Agreement should be discussed at the first instance between the employee and the employee's line manager.

48.1(b) Step 2: If the matter is not settled the employee may raise the matter with the relevant State Manager.

48.1(c) Step 3: If the matter is not settled the employee may raise the matter with Company's head office.

48.1(d) Step 4: If the matter still cannot be resolved either party may refer it to Fair Work Australia for conciliation and, only after all reasonable attempts to settle the matter by conciliation have failed, for arbitration. If arbitration is necessary Fair Work Australia may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

48.2 The decision of the member of Fair Work Australia will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

48.3 It is a term of this Agreement that while the grievance resolution procedure is being conducted work shall continue as normal before the dispute arose unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

48.4 An employee is entitled to have attend or be represented by a person of the employee's choice, including an officer, employee or delegate of the SDA at any and every step in this procedure.

### **49. SUPERANNUATION**

49.1 The Company shall be a participating employer in the Retail Employees Superannuation Trust (REST).

49.2 All contributions required to be made by the Company on behalf of eligible employees in compliance with the Superannuation Guarantee Legislation shall be

made to REST. Such contributions shall be not less 9%. Notwithstanding the provisions of this subclause, any employer who at the date of approval of this Agreement by Fair Work Australia, was paying contributions into another complying fund, may continue to make contributions to that complying fund for those employees who elect to remain in that fund.

- 49.3 The Company shall make contributions of 9% of earnings to REST for a period of thirteen weeks on behalf of employees who are receiving payments for workers compensation provided that the employee has completed twelve months' service with the Company. The continuation of such superannuation contributions beyond the thirteen week period prescribed by this sub-clause shall be at the discretion of the Company.
- 49.4 Employees who wish to make contributions to REST shall be entitled to authorise the Company to pay into the fund from the employee's wages amounts specified by the employee and, upon authorisation, such payments shall be made by the Company.
- 49.5 Contributions provided by sub-clauses (2) and (3) hereof shall be remitted by the Company to the Fund each calendar month.
- 49.6 An eligible employee is one who:-
- 49.6(a) Earns \$450 or more in ordinary time earnings in any month; and
  - 49.6(b) In the case of an employee aged below 18 years, works at least 30 hours per week.

## **50. STAND DOWN**

- 50.1 The Company shall have the right to deduct payment for any day an employee cannot be usefully employed because of any strike, through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.
- 50.2 An employee stood down in accordance with sub-clause (1) shall continue to accrue leave entitlements.

## **51. ACCIDENT PAY – VICTORIA**

- 51.1 This clause only applies in the State of Victoria.
- 51.2 If following an accident or injury, an employee receives compensation under the Victorian Accident Compensation Act 1985 (as amended), then that compensation payment shall be increased by the Company to the usual weekly pay (excluding additional remuneration by the way of attendance bonus payments, shift premiums, overtime payments, fares and traveling allowance, special rates or other similar payments) for the average rostered hours worked by the employee at the time of the accident. This payment made by the Company will be limited to a maximum of 39 weeks.
- 51.3 This Clause shall not apply in respect of an injury suffered during the first seven consecutive days (including non-working days) on which the employee is incapacitated.

## **52. EQUAL EMPLOYMENT OPPORTUNITY AND WORKPLACE HARASSMENT**

- 52.1 The Company is totally committed to providing equal employment opportunity for every employee in all spheres of employment, and to providing equal pay for work of equal value.
- 52.2 The Company is also totally committed to providing an environment in which employees can work without distress or interference caused by harassment (including sexual harassment).
- 52.3 The Company will comply with all relevant legislation.
- 52.4 The Company also undertakes to develop, implement and periodically review a nationally applicable equal employment opportunity policy, grievance procedures and a harassment policy (which includes sexual harassment) in conjunction with the SDA.
- 52.5 All employees will be provided with a copy of each policy and appropriately trained by the Company in the principles and procedures in relation to equal employment opportunity and sexual and other forms of harassment.
- 52.6 The Company and the SDA agree that duly authorised officers, or their representatives, of each organisation will meet on a 6 monthly basis, or more frequently if agreed, during the life of this Agreement to discuss, monitor, review and resolve equal employment opportunity and harassment matters or concerns in relation to employees covered by this Agreement.

## **53. GUIDELINES CONCERNING SECURITY PROCEDURES**

### **53.1 Preamble**

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

The guidelines have no relevance to the questioning of staff in the ordinary course of employment concerning security matters unconnected with any liability by the employee whose assistance is being sought by security personnel.

### **53.2 Basis of Guidelines**

The Union recognises that the Company has the right to protect their property, interests and effects and have the right to establish and maintain proper security precautions towards this end.

The Union recognises that such security precautions will include, at times, the employment of trained security personnel charged with the responsibility of carrying out security investigations in a responsible manner.

The Union unreservedly states that it does not condone or countenance dishonesty, or any other form of malpractice, in the industry.

The Union recognises that their members have an obligation under their employment contracts to carry out their duties in fidelity to the Company's interests and that members of the union will at all times act to protect the property, interests and effects of the Company against theft or dishonesty by any person.

Within these general principles the Union is concerned to ensure that a proper regard is paid to their members' particular interests and liberties and, to this end, agree to these guidelines as normally regulating security matters touching the employment of their members.

### **53.3 Staff Interviews**

When the Company is trying to discover whether, or by whom, an offence or breach of company security has been committed the Company is entitled to question any employee, whether suspected or not, from whom useful information may be obtained.

As soon as the Company has reasonable grounds for suspicion that an employee has committed an offence, the Company will ask such employee whether he or she will agree to be questioned in connection therewith and upon such agreement being forthcoming, he or she shall caution the employee before putting to him or her any questions, or further questions, relating to that offence.

The caution shall be in the following terms:-

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

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

The Company may object to the presence of any particular person as a witness at such interview if there is a reason to believe that the witness may be in some way involved in the subject matter of the interview. The attendance of an employee as a witness at a security interview shall be on the understanding that the witness will not reveal to any person not involved in the interview what has taken place or been said in the course of such interview and that the witness shall not interrupt or frustrate the course of the interview.

During the course of any such interview management or security personnel shall conduct themselves in a courteous manner toward the employee being interviewed.

Where a security investigation involves an employee remaining at the Company's premises, or elsewhere at the Company's direction, outside of the employee's ordinary working time, such employee shall be paid overtime in accordance with the Agreement for all time so spent.

As a general principle employees who have been interviewed with regard to a security matter should not be transferred to another work place, have a change of duties or sustain any disciplinary action until the security investigation has been completed. However, in the spirit of these guidelines it is acknowledged that there may be circumstances in which it may be desirable to transfer an employee, or change his or her duties. In such a case maximum care is to be exercised by the Company so as to prevent any odium attaching to the employee as a result of the

transfer or change in duties. In such a case the Union shall be advised of such transfer, change of duties or disciplinary action.

#### **53.4 Cash Shortages**

Employees whose duties involve the handling of money shall not be held responsible for the repayment of any shortages which may occur unless such employee has sole access to such money.

This provision shall not affect the Company's right to take such disciplinary or legal action as the Company considers necessary.

#### **53.5 Security Checks of Bags, Parcels and/or Lockers**

The Company is entitled to conduct routine security checks of staff bags and/or parcels at points of exit and entry used by staff.

Individual security checks of bags, parcels and/or lockers shall not take place unless the employee concerned is present, or alternatively that the employee has given permission for such search to take place in his or her absence.

Where a search or check is to take place in the employee's absence, the employee may nominate some other responsible employee to be present during such proposed search or check.

#### **53.6 Carrying of Moneys**

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

#### **53.7 Staff Entrances and Exits**

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

### **54. TRADE UNION TRAINING LEAVE**

- 54.1 Subject to the following conditions, elected Union delegate(s) or appointed Union Representative(s) shall be granted leave with pay to attend courses conducted or approved by the Union which are designed to promote good industrial relations and industrial efficiency provided that:

No more than 2 paid shifts shall be granted in any store in any calendar year. Any additional shifts shall be unpaid and subject to Company approval.

Untaken paid leave shall not accrue from year to year or be transferred from one store to another.

- 54.2 Application to attend trade union training leave shall be in writing and shall include details of the type and content of the course to be attended and the dates upon which the course is to be conducted. Applications shall be made not less than one calendar



month before the intended course, or such lesser period as may be agreed between the Company, the Union and the employee concerned.

- 54.3 Once received, applications shall be granted by the Company on the dates notified by the Union, subject to the Company's ability to maintain normal store operating requirements.
- 54.4 Except in the case of a new store opening, only employees who have completed six months continuous service with the Company shall be eligible for leave pursuant to this clause.
- 54.5 Leave granted pursuant to this clause shall count as service for all purposes of this Agreement.
- 54.6 Any employee on paid leave in accordance with this clause shall receive payment in accordance with the roster they would have worked for the period of absence.
- 54.7 The Company shall not be required to pay any other costs associated with such leave.
- 54.8 On completion of the course, the Company may require the employee to provide satisfactory proof of attendance at the course.

## **55. UNION RECOGNITION AND UNION MEMBERSHIP**

- 55.1 For the duration of this Agreement, Red Rooster recognises the SDA as being a Union that has representation of all employees covered by this Agreement. This representation will extend to all terms and conditions of the Agreement.
- 55.2 It is the policy of Red Rooster that it shall strongly recommend that all employees covered by this Agreement shall join the SDA. This includes positively promoting union membership at the point of recruitment and strongly recommending that all employees remain members of the SDA.
- 55.3 All new employees covered by this Agreement shall, upon induction, be given an application form to join the SDA and any appropriate literature provided by the SDA. All new employees shall be shown a copy of the SDA video, "Your Job, Your Union" during induction and shall be introduced to a union delegate as soon as practical.
- 55.4 Red Rooster undertakes, upon authorisation, to deduct union membership dues, as levied by the SDA in accordance with its rules, from the pay of employees who are members of the SDA. Such monies collected will be forwarded to the SDA at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

## **56. UNION DELEGATES**

- 56.1 A person elected or appointed as Union Delegate shall, upon notification to the Company, be recognised as the accredited representative of the Union.
- 56.2 A Union Delegate shall have the right to discuss work related matters of concern of any employee or to convey information relating to the workplace to employees provided that the Union Delegate does not unduly interfere with the work in progress.

- 56.3 A Union Delegate shall be allowed a reasonable period of time during working hours to interview an authorised official of the Union.
- 56.4 The Union Delegate shall have the right to place notices on boards within the store. Provided that such notices are authorised by the Union and deal with legitimate Union matters.

## **57. STORE VISIT PROCEDURES**

- 57.1 A Union Official visiting Company premises will:

57.1(a) upon arrival at the store, notify the Store Manager or Duty Manager if available, of the general intent and estimated length of the visit, prior to any discussion with employees;

57.1(b) minimise their time and interaction with employees in customer contact areas of the store;

57.1(c) discuss issues in detail with employees in non-service areas of the store;

57.1(d) ensure there is no disruption to the general operation of the store; and

57.1(e) prior to departure, notify the Store Manager of any concerns or issues with the intent of seeking a satisfactory solution including utilisation of the specified grievance procedure wherever appropriate;

provided that the Company shall provide reasonable access to employees by the Union.

- 57.2 The Company will provide the Union with two paid meetings of 30 minutes duration per employee per year, subject to a maximum of 6 meetings for the year, 3 per half year in each store, on the following basis:

57.2(a) normal store operations are to be maintained at all times;

57.2(b) meetings are non-cumulative and non-transferable between stores;

57.2(c) meetings may be linked to lunch or tea breaks;

57.2(d) the Store Manager is to be notified at least 24 hours prior to such meetings being scheduled;

57.2(e) the minimum engagement provisions of the Agreement do not apply to employees for such meetings;

57.2(f) payment is to be at ordinary time;

57.2(g) the first meeting is to provide employees with an understanding of the Agreement, prior to voting on the Agreement.

## **57.3 Inductions**

The Company will inform the Union of all inductions. The Union will be present at these inductions for the purposes of recruitment to the Union. The Union will be provided with a VCR for the purpose of showing the video "Your Job, Your Union".

**58. NOTICE BOARD**

Union officials and delegates are to be given access to a section of the notice board for the purpose of providing union-related matters. Where it is not practical to use the Company's notice board and the Union has a suitable small notice board, the Union may utilise that board for the purpose of providing union-related matters.

59. SIGNATORIES

J. de Bruyn  
JOSEPH DE BRUYN  
(NATIONAL SECRETARY)

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

(DATE) 10 December, 2009

N. L. Bosnell

Signed for and on behalf of:  
Red Rooster Foods Pty Ltd

(DATE) 10 December, 2009

## APPENDIX A – SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES

**1.1** This Appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this Appendix, the following definitions will apply:

- 1.1(a) **Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in “Supported Wage System: Guidelines and Assessment Process”.
- 1.1(b) **Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- 1.1(c) **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- 1.1(d) **Assessment Instrument** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

### **1.2 Eligibility criteria**

- 1.2.1 Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 1.2.2 This Appendix does not apply to any existing employee who has a claim against the Company which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.
- 1.2.3 This Appendix does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the Disability Services Act, or if a part only has received recognition, that part.

### **1.3 Supported wage rates**

Employees to whom this Appendix applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according the following schedule:

<b>Assessed capacity (1.4)</b>	<b>Prescribed Agreement rate</b>
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable shall be not less than \$71 per week as amended by Fair Work Australia from time to time. Provided further that this amount shall increase in line with the Safety Net Review Wage Increases as arbitrated by Fair Work Australia each year. The increase shall be calculated in the manner prescribed for work related increases by the relevant Statement of Principles.

\* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

#### **1.4 Assessment of capacity**

For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- 1.4(a) The Company and the Union party to the agreement, in consultation with the employee or, if desired by any of these;
- 1.4(b) The Company and an accredited assessor from a panel agreed by the parties to the Agreement and the employee.

#### **1.5 Lodgment of assessment instrument**

- 1.5.1 All assessment instruments under the conditions of this Appendix, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by the Company with the Registrar of Fair Work Australia.
- 1.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union which is party to the agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

#### **1.6 Review of assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

## **1.7 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this Appendix will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro rata basis.

## **1.8 Workplace adjustment**

Where the Company wishes to employ a person under the provisions of this Appendix it shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

## **1.9 Trial period**

- 1.9.1** In order for an adequate assessment of the employee's capacity to be made, the company may employ a person under the provisions of this Appendix for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 1.9.2** During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 1.9.3** The minimum amount payable to the employee during the trial period shall be no less than \$71 per week as amended by Fair Work Australia from time to time. Provided that this amount shall increase in line with the Safety Net Review Wage Increases as arbitrated by Fair Work Australia each year. The increase shall be calculated in the manner prescribed for work related increases by the relevant Statement of Principles.\_\_
- 1.9.4** Work trials should include induction or training as appropriate to the job being trialed.
- 1.9.5** Where the Company and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 1.4 hereof.

## APPENDIX B – PARENTAL LEAVE

### 1. PARENTAL LEAVE

The provisions of this Appendix apply to full time and part time employees, but do not apply to casual employees except as provided for in 1.12.

Subject to the terms of this Appendix employees are entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

#### 1.1 Definitions

**1.1.1 Child** means a child of the employee who has not obtained the age commonly recognised in the relevant State or Territory as the age at which children are required to attend school.

**1.1.2** Subject to 1.1.3, in this Appendix, **spouse** includes a de facto or former spouse.

**1.1.3** In relation to 1.5, spouse includes a de facto spouse but does not include a former spouse.

**1.1.4 Male employee** means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

**1.1.5 Female employee** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

**1.1.6 Former position** means the position held by a female or male employee immediately before proceeding on leave or part time employment under this Appendix whichever first occurs or, in the case of an employee transferred to a safe job in accordance with 1.8, the position she held immediately before such transfer 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 comparable in status and pay to that of the position first mentioned in this definition.

**1.1.7** Continuous service means service under an unbroken contract of employment and includes:

- any period of leave taken in accordance with this Appendix;
- any period of part time employment worked in accordance with this Appendix; or
- any period of leave or absence authorised by the Company or by the Agreement.

#### 1.2 Basic entitlement

**1.2.1** After twelve months' continuous service, parents are entitled to a combined total of 104 weeks unpaid parental leave on a shared basis in relation to the birth or adoption



of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

**1.2.2** Both partners will be allowed up to 12 months' leave with respect to parental leave regardless of the amount of leave taken by the other partner and this leave can be consecutive or concurrent with their partner's leave.

**1.2.3** Employees, other than casual employees, with less than 12 months' continuous service shall be entitled to half of the quantum of parental leave prescribed by this Appendix.

### **1.3 Maternity leave**

**1.3.1** An employee must provide notice to the Company in advance of the expected date of commencement of parental leave. The notice requirements are:

**1.3.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;

**1.3.1(b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 6 weeks.

**1.3.2** When the employee gives notice under 1.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

**1.3.3** An employee will not be in breach of this Appendix if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

**1.3.4** Subject to 1.2.1 and unless agreed otherwise between the Company and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

**1.3.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth the Company may require the employee to provide a certificate from a registered medical practitioner stating that she is fit to work.

**1.3.6** Special maternity leave

**1.3.6(a)** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

**1.3.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

**1.3.6(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is

then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 104 weeks.

- 1.3.7** Where leave is granted under 1.3.4, during the period of leave an employee may return to work at any time, as agreed between the Company and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

## **1.4 Paternity leave**

- 1.4.1** An employee will provide to the Company at least ten weeks prior to each proposed period of paternity leave:

**1.4.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

**1.4.1(b)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and

**1.4.1(c)** a statutory declaration stating:

- (i)** he will take that period of paternity leave to become the primary care-giver of a child;
- (ii)** particulars of any period of maternity leave sought or taken by his spouse; and
- (iii)** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

- 1.4.2** The employee will not be in breach of 1.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## **1.5 Adoption leave**

- 1.5.1** The employee will notify the Company at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

- 1.5.2** Before commencing adoption leave, an employee will provide the Company with a statutory declaration stating:

**1.5.2(a)** the employee is seeking adoption leave to become the primary care-giver of the child;

**1.5.2(b)** particulars of any period of adoption leave sought or taken by the employee's spouse; and

**1.5.2(c)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

**1.5.3** The Company may require an employee to provide confirmation from the appropriate government authority of the placement.

**1.5.4** Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Company immediately and the Company will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

**1.5.5** An employee will not be in breach of this Appendix as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

**1.5.6** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Company should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the Company may require the employee to take such leave instead.

## **1.6 Variation of period of parental leave**

Unless agreed otherwise between the Company and employee, an employee may apply to the Company to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

## **1.7 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 104 weeks.

## **1.8 Transfer to a safe job**

**1.8.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Company deems it practicable, be transferred to a safe job with no change to their rate of pay or to their conditions of employment until the commencement of maternity leave.

**1.8.2** If the transfer to a safe job is not practicable, the employee may take or be required to take paid leave until either she is able to return to work or commences maternity leave upon the birth of a child.

## **1.9 Returning to work after a period of parental leave**

**1.9.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

**1.9.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 1.8, the employee will be entitled to return to the position they held immediately before such transfer.

**1.9.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

## **1.10 Replacement employees**

**1.10.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

**1.10.2** Before the Company engages a replacement employee the Company must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

## **1.11 Part time work**

### **1.11.1 Entitlement**

A full time employee may elect to return to work from a period of parental leave on a part time basis as part of a gradual return to full time work subject to the following provisions:

**1.11.1(a)** A male employee may work part time in one or more periods at any time from the date of birth of the child until the child attains school age or, in relation to adoption, from the date of placement of the child until the child attains school age, or, second anniversary of the placement whichever is later.

**1.11.1(b)** A female employee may work part time in one or more periods while she is pregnant where part time employment is, because of the pregnancy, necessary or desirable.

**1.11.1(c)** A female employee may work part time in one or more periods at any time from the seventh week after the date of birth of the child until the child attains school age.

**1.11.1(d)** In relation to adoption a female employee may work part time in one or more periods at any time from the date of the placement of the child until the child attains school age or until the second anniversary of the date of placement whichever is the later.

### **1.11.2 Return to former position**

**1.11.2(a)** An employee who was engaged as a full time employee prior to undertaking part time work pursuant to Clause 1.11 of this Appendix shall have, at the expiration of the period of such part time

employment or the first period, if there is more than one, the right to return to his or her former position.

- 1.11.2(b)** Nothing in 1.11.2(a) hereof shall prevent the Company from permitting the employee to return to his or her former position after a second or subsequent period of part time employment.

### **1.11.3 Effect of part time employment on continuous service**

Commencement of part time work under this Appendix, and return from part time work to full time work under this Appendix, shall not break the continuity of service or employment.

### **1.11.4 Pro rata entitlements**

Subject to the provisions of this Appendix and the matters agreed to in accordance with 1.11.7 hereof, part time employment shall be in accordance with the provisions of this Agreement which shall apply pro rata.

### **1.11.5 Transitional arrangements - annual leave**

**1.11.5(a)** An employee working part time under this Appendix shall be paid for and take any leave accrued in respect of a period of full time employment, in such periods and manner as specified in the annual leave provisions of this Agreement, as if the employee were working full time in the class of work the employee was performing as a full time employee immediately before commencing part time work under this Appendix.

**1.11.5(b)** A full time employee shall be paid for and take any annual leave accrued in respect of a period of part time employment under this Appendix, in such periods and manner as specified in this Agreement, as if the employee were working part time in the class of work the employee was performing as a part time employee immediately before resuming full time work.

Provided that, by agreement between the Company and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full time rate.

### **1.11.6 Transitional arrangements - sick leave**

An employee working part time under this Appendix shall have sick leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full time employment) converted into hours. When this entitlement is used, whether as a part time employee or as a full time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

### **1.11.7 Part time work agreement**

**1.11.7(a)** Before commencing a period of part time employment under this Appendix the employee and the Company shall agree:

- upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- upon the classification applying to the work to be performed; and
- upon the period of part time employment.

**1.11.7(b)** The terms of this agreement may be varied by consent.

**1.11.7(c)** The terms of this agreement or any variation to it shall be reduced to writing and retained by the Company. A copy of the agreement and any variation to it shall be provided to the employee by the Company.

**1.11.7(d)** The terms of this agreement shall apply to the part time employment.

#### **1.11.8 Termination of employment**

**1.11.8(a)** The employment of a part time employee under this Appendix, may be terminated in accordance with the provisions of this Agreement but may not be terminated by the Company because the employee has exercised or proposes to exercise any rights arising under this Appendix or has enjoyed or proposes to enjoy any benefits arising under this Appendix.

**1.11.8(b)** Any termination entitlements payable to an employee whose employment is terminated while working part time under this Appendix, or while working full time after transferring from part time work under this Appendix, shall be calculated by reference to the full time rate of pay at the time of termination and by regarding all service as a full time employee as qualifying for a termination entitlement based on the period of full time employment and all service as a part time employee on a pro rata basis.

#### **1.11.9 Extension of hours of work**

The Company may request, but not require, an employee working part time under this Appendix to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with 1.11.7 hereof.

#### **1.11.10 Nature of part time work**

The work to be performed part time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Agreement.

#### **1.11.11 Inconsistent Agreement provisions**

An employee may work part time under this Appendix irrespective of any other provision of this Agreement which limits or restricts the circumstances in which part time employment may be worked or the terms upon which it may be worked including provisions prescribing a minimum or maximum number of hours a part time employee can work.

### **1.11.12 Replacement employees**

- 1.11.12(a)** A replacement employee is an employee specifically engaged as a result of an employee working part time under this Appendix.
- 1.11.12(b)** A replacement employee may be employed part time. Subject to this Appendix, 1.11.5 to 1.11.8 and 1.11.11 hereof apply to the part time employment of replacement employee.
- 1.11.12(c)** Before the Company engages a replacement employee under this Appendix, the Company shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 1.11.12(d)** Unbroken service as a replacement employee shall be treated as continuous service for the purposes of 1.1.7 hereof.
- 1.11.12(e)** Nothing in this Appendix shall be construed as requiring the Company to engage a replacement employee.

### **1.12 Parental Leave for Casual Employees**

- 1.12.1** A casual employee is entitled to Parental leave in accordance with the provisions of this Appendix provided that the casual employee has been engaged on a regular and systematic basis for a period of at least 12 months before the employee seeks to take parental leave. The service of a casual employee may be broken by periods of up to three months provided that the combined period of service before and after the break/s is at least 12 months.
- 1.12.2** On return from Parental Leave the casual employee shall be engaged as a casual employee in accordance with the provisions of Clause 10 of the Agreement.

### **1.13 Maternity Payment**

An employee returning to work following a period of Maternity Leave at any time after 1<sup>st</sup> July 2008 shall be paid by the Company an amount equivalent to the difference between the Maternity Leave Payment made to the employee by the Federal Government and the total of the ordinary time earnings received by the employee during the 14 week period immediately prior to the employee taking Maternity Leave or, in the case of an employee who has worked part time pursuant to the provision of Clause 1.11 of this Appendix prior to taking Maternity Leave, the total of the ordinary time earnings received by such an employee during the 14 week period immediately prior to undertaking such part time work. The provisions of this sub-clause only apply to employees who have completed 12 months of continuous service prior to taking Maternity Leave.

## APPENDIX C – ANTI DISCRIMINATION

- 1.1 It is the intention of the parties to this Agreement to achieve the principal object in Division 2 Section 3(e) of the Fair Work Act 2009 ('the Act') by helping to prevent and eliminate discrimination on the basis of:  
  
'race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.'
- 1.2 Accordingly, in fulfilling their obligations under Clause 48.- Dispute Settlement, the Parties will make every reasonable endeavour to ensure that the Agreement provisions and operation are neither directly nor indirectly discriminatory in their effects.
- 1.3 Nothing in this Appendix is to be taken to affect:
  - 1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth anti-discrimination legislation;
  - 1.3.2 the payment of different wages for employees who have not reached a particular age unless proscribed by legislation; and
  - 1.3.3 an employee, Company or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.



## **APPENDIX D – OCCUPATIONAL HEALTH AND SAFETY**

### **1.1 Objective**

The Company, employees and the Union are committed to achieving and maintaining healthy and safe working conditions in all Company workplaces. This goal can best be achieved by developing a comprehensive approach to managing health and safety with joint involvement of management, employees, their elected Occupational Health and Safety Representatives and their Union.

This approach will have the following objectives:

- (a) to control workplace hazards at their source;
- (b) to reduce the incidence and costs of occupational injury and disease; and
- (c) to provide an occupational rehabilitation system for employees affected by occupational injury or illness.

### **1.2 Consultation**

To ensure the effective elimination, minimisation and management of risks to health and safety in the workplace the following consultative mechanisms will need to be established and maintained:

- (a) The election of Health and Safety Representatives in accordance with state legislative requirements.
- (b) An Occupational Health and Safety Committee with equal representation of management and employees, covering either a single store or a group of stores.
- (c) Consultative procedures for the resolution of occupational health and safety issues.
- (d) A six monthly meeting will be held between the National Secretary of the SDA, and the National Human Resources Manager of the Company, or their authorised representatives, to discuss national or state-wide issues in the workplace which affect health and safety.

### **1.3 Occupational Health and Safety Training**

The Company and the Union are committed to enabling all employees to receive appropriate occupational health and safety training. Health and Safety Representatives will be given paid leave to attend appropriate occupational health and safety training courses as stipulated in state legislation and/or as approved by the Company and the Union.

Where an issue arises regarding attendance at training programs this shall be resolved by taking the matter through the Agreement Dispute Settlement Procedure. The Company will provide induction and on-the-job training to all employees on Company occupational health and safety policy, particularly hazards associated with the job, control measures applicable to these hazards and procedures for reporting and preventing hazards in the workplace.

### **1.4 Occupational Rehabilitation**

The Company shall establish a process for the occupational rehabilitation of employees affected by occupational injury and illness which aims to return these employees to their pre-injury status within the community, their families and employment.

Occupational Rehabilitation incorporates medical treatment and a multi-disciplinary range of skills necessary in the management of an injury or illness. This process shall include early intervention with appropriate, adequate and timely services based on needs assessed by the treating doctor, other health professionals and/or Rehabilitation Coordinator, as agreed with the employee.

The process shall be managed in a consultative framework including the injured employee, treating doctor, Company, the rehabilitation provider, where appropriate, and, as requested by the employee, the Union.

### **1.5 Change to Equipment or Work Practices**

Where any proposed changes to equipment, substances or work practices may reasonably be expected to affect employee health and safety, the Company will consult with:

- the employees concerned;
- the Health and Safety Representatives of the employees concerned;
- any Occupational Health and Safety Committee established in the workplace;

to identify and resolve potential health and safety problems. Change will not occur until identified risks are controlled.

Where the issue is beyond store control and/or affects stores on a state-wide or national basis, these matters will be managed at a national or state level rather than store specific, in the form of a pilot or trial. The SDA shall also be notified. National implementation of changes will not occur until identified risks are controlled.

As far as practicable consideration shall be given to the health and safety implications of store design and purchasing of equipment.

### **1.6 Renovations**

As soon as practicable after a decision is made to renovate a store the Company shall notify:

- the workplace Occupational Health and Safety Committee;
- the Health and Safety Representative; and
- the employees affected.

Where the renovation involves more than one store or where the renovations may reasonably be expected to affect the safety and health of employees, the State branch of the Union shall also be notified.

The Company shall take appropriate action to minimise or, where possible, eliminate any risks to employee health and safety during renovations. Employees shall co-

operate with the Company during renovations to minimise risks within the workplace.

Where an issue or disagreement arises regarding the renovations such issue or disagreement shall be resolved by taking the matter through the Agreement Dispute Settlement Procedure.

## **1.7 Application of State Laws**

Nothing in this Appendix must operate to remove, lessen, diminish, or otherwise affect in any way whatsoever:

- (a) the Company's, its employee's, and the Union's obligations and duties under any applicable law relating to workplace health and safety; or
- (b) the rights and duties of any persons or authority who has any power relating to the monitoring, implementation, inspection, enforcement or prosecution of any matter arising under such laws; or
- (c) the operation and application of such laws.

## **1.8 Risk Identification, Assessment and Control**

The Company must take all practicable steps to ensure all hazards likely to cause injury are identified and assessed. The Company will do this through store hazard inspections, accident investigations, state based and national collection and analysis of accident statistics.

All employees must take all practicable steps to identify and report hazards to Management.

The hazards identified will be assessed and controlled in the following manner:

- (a) The Store Manager will ensure that risks are assessed and control measures developed and implemented in consultation with:
  - (i) The employees concerned;
  - (ii) Any Health and Safety Representative for the employees concerned; and
  - (iii) Any Occupational Health and Safety Committee established in the workplace.
- (b) Where the issue is beyond store control and/or affects stores on a state-wide or national basis, the risk assessment process shall be coordinated by the Company's State or National Office with input sought from employees and, where appropriate, the Union, to formulate and implement agreed control measures.
- (c) Issues identified by the union which have not been identified or addressed through the process described above can be raised for discussion at the regular meeting of the General Manager, Occupational Health and Safety Representative and the National Secretary, SDA, or their authorised representatives.
- (d) **Fire Drills**

The Company will conduct fire drills at least once every 6 months.

**INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- (1) In order to meet the genuine needs of an employee and the Company, an employee and the Company may make an arrangement (an “individual flexibility arrangement”) which varies the effect of this Agreement in relation to that employee.
- (2) Such an individual flexibility arrangement shall be taken to be a term of the Agreement, but only with respect to the employee making the individual flexibility arrangement.
- (3) An individual flexibility arrangement made pursuant to subclause (1) of this clause may only be made with respect to the following provisions of the Agreement:

Clause 12 (Overtime)

Clause 28 (Wages)

Clause 8 (Full time Employees as to hours of work)

Clause 9 (Part time Employees as to hours of work)

Clause 10 (Casual Employees as to hours of work)

- (4) Any individual flexibility arrangement must only contain such terms as would be permitted if the individual flexibility arrangement were an enterprise agreement to be approved by Fair Work Australia, and must not contain any terms that would be unlawful terms if the individual flexibility arrangement were an enterprise agreement to be approved by Fair Work Australia.
- (5) Any individual flexibility arrangement made must be genuinely consented to by the employee and the Company. Other than to satisfy the requirements of subclause 9(iii) of this clause, no other person is or may be required to give consent or approval for an individual flexibility arrangement.
- (6) No employee shall be required to make an individual flexibility arrangement as a condition of securing employment with the Company.
- (7) The Company bears the onus of ensuring that any individual flexibility arrangement made with an employee results in the employee being better off overall than the employee would have been if the individual flexibility arrangement had not been made. To assist in meeting this obligation with respect to arrangements which may affect the employee’s remuneration, the Company shall provide to the employee the estimated total yearly earnings that he/she will receive under the individual flexibility arrangement and the estimated total yearly earnings that he/she would have received if the individual flexibility arrangement had not been made.
- (8) Any individual flexibility arrangement made between an employee and the Company must be in writing, and a copy given to the employee within 14 days of the arrangement being made.
- (9) Any individual flexibility arrangement made between an employee and the Company must be signed by:
  - (i) the employee,
  - (ii) The Company and, if the employee is under 18 years of age,
  - (iii) the employee’s parent or legal guardian

(10) An individual flexibility arrangement may be terminated:

- (i) by the employee or The Company giving the other party 28 days' notice in writing, or
- (ii) at any time, if both parties agree

## SCHEDULE 1 EMPLOYER PARTIES

Store Name	Franchisee's Company Name	Franchisee's Address	Suburb	State	Post code
Alexandra Hills	M & C Bayside Fast Foods Pty Ltd	103 Orchid Drive	Mount Cotton	QLD	4165
Alice Springs	Nazfay Pty Ltd	PO Box 14190 Sheridan QLD 4868	Sheridan	QLD	4868
Arana Hills	Russenture Pty Ltd ATF The Russell Family Trust	PO Box 2314	Chermside	QLD	4032
Armidale	Bishop and Kelly Partners Pty Ltd	PO Box 1942	Tamworth	NSW	2340
Ashgrove	Team Red Fast Food Pty Ltd	19/2 Grevillea Street	Tanah Merah	QLD	4128
Ashmore	GC Red-Rooster Pty Ltd	Unit 11 Malibu Apartments, 3 Tedder Ave	Main Beach	QLD	4217
Ballarat	Designernet Pty Ltd	19 Botanic Drive	Ballarat Nth	VIC	3350
<del>Bateau Bay</del>	<del>Northern RR Pty Ltd</del>	<del>9 Carbine Close</del>	<del>Wallsend</del>	<del>NSW</del>	<del>2287</del>
<del>Bathurst</del>	<del>Dasumatr Pty Ltd</del>	<del>PO Box 1068</del>	<del>Dubbo</del>	<del>NSW</del>	<del>2830</del>
Baulkham Hills	Robelka Pty Ltd	15 Brumby Crescent	Emu Heights	NSW	2750
Beenleigh	GC Red-Rooster Pty Ltd	Unit 11 Malibu Apartments, 3 Tedder Ave	Main Beach	QLD	4217
Belconnen	CanCoast Pty Ltd	PO Box 323	Buddina	QLD	4575
Bendigo	C & N Prendergast Pty Ltd ATF The Prendergast Family Trust No.2	PO Box 313	Bendigo Central	VIC	3552
Blacktown - Lyton St	T & MV Enterprises Pty Ltd	22 Pambula Crs	Woodpark	NSW	2164
Blacktown East	T & MV Enterprises Pty Ltd	22 Pambula Crescent	Woodpark	NSW	2164
Blacktown Westpoint	T & MV Enterprises Pty Ltd	22 Pambula Crs	Woodpark	NSW	2164
Bourke Street Mall	United Group Enterprises Pty Ltd	4 Otway Green	Caroline Springs	VIC	2023
Bundaberg	Samaroy Pty Ltd	137 Woongarra St Bundaberg QLD 4670	Bundaberg	QLD	4670
Burleigh	GC Red-Rooster Pty Ltd	Unit 11 Malibu Apartments, 3 Tedder Ave	Main Beach	QLD	4217
Canelands	Greater South-East Projects Pty Ltd	PO Box 395 Level 2, 17 Brisbane Street	MacKay	QLD	4740
Canelands Food Court	Greater South-East Projects Pty Ltd	PO Box 395 Level 2, 17 Brisbane Street	MacKay	QLD	4740
Cannonvale	GJ & G Hopkins Pty Ltd	PO Box 1319	Airlie Beach	QLD	4802
Carindale	Gold Coast Movers Pty Ltd	5/16 Dickenson Street	Carina	QLD	4152
Casuarina Sq	Darroo Pty Ltd	PO Box 14190	Sheridan	QLD	4868
Centenary Park	Nazfay Pty Ltd	PO Box 14190	Sheridan	QLD	4868
<del>Charlestown</del>	<del>Northern RR Pty Ltd</del>	<del>9 Carbine Close</del>	<del>Wallsend</del>	<del>NSW</del>	<del>2287</del>
Chermside	Russenture Pty Ltd	PO Box 2314	Chermside	QLD	4032
Chullora	Pakejam Investments Pty Ltd	13 Martin St	Emu Plains	NSW	2750
Clayfield	Jeffbro Pty Ltd	26 - 28 Donovan Court	Morayfield	QLD	4506
Cleveland	M & C Bayside Fast Foods Pty Ltd	103 Orchid Drive	Mount Cotton	QLD	4165
Coburg	Adamsinc Pty Ltd as Trustee for Cummer Trust No 2	PO Box 5156	Moreland West	VIC	3055
Coconut Grove	Darroo Pty Ltd	PO Box 14190	Sheridan	QLD	4868
<del>Coffs Harbour</del>	<del>Jaimelle Pty Ltd</del>	<del>PO Box 56</del>	<del>Sawtell</del>	<del>NSW</del>	<del>2525</del>
<del>Coffs Harbour 2</del>	<del>Jaimelle Pty Ltd</del>	<del>PO Box 56</del>	<del>Sawtell</del>	<del>NSW</del>	<del>2526</del>
Colac	Manton Foods Pty Ltd as trustee for The Manton Business Trust No 1	PO Box 491	Colac	VIC	3250
Cranbourne DTR	Cranbourne Car Parts Pty Ltd	14 The Esplanade	Narre Warren South	VIC	3805
Cranbourne FC	Cranbourne Car Parts Pty Ltd	14 The Esplanade	Narre Warren South	VIC	3805
Darwin City	Darroo Pty Ltd	PO Box 14190	Sheridan	QLD	4868
Deer Park	Miracle Group (Aust) Pty Ltd	44 Baringo Way	Caroline Springs	VIC	3023
<del>Dubbo</del>	<del>Dasumatr Pty Ltd</del>	<del>PO Box 1068</del>	<del>Dubbo</del>	<del>NSW</del>	<del>2830</del>
Eagleby	GC Red Rooster Pty Ltd	Unit 11 Malibu Apartments, 3 Tedder Avenue	Main Beach	QLD	4217

East Reservoir	Dcee Pty Ltd	365 Moreland Road	Coburg	VIC	3205
Elizabeth	RR Elizabeth Pty Ltd	6 Kotara Drive	Salisbury Heights	SA	5109
<del>Erina</del>	<del>Northern RR Pty Ltd</del>	<del>9 Carbine Close</del>	<del>Wallsend</del>	<del>NSW</del>	<del>2287</del>
<del>Erina Fair</del>	<del>Northern RR Pty Ltd</del>	<del>9 Carbine Close</del>	<del>Wallsend</del>	<del>NSW</del>	<del>2287</del>
Eumemmerring	RM & J Group Pty Ltd / The Hogan Family Trust	34 The Quays	Narre Warren South	VIC	3805
Frankston	Fast Foods Australia Pty Ltd	420 Sandy Road	St Andrews Beach	VIC	3141
Geelong	Fab Four Enterprises Pty Ltd	4 Otway Green	Caroline Springs	VIC	3023
<del>Glendale</del>	<del>Northern RR Pty Ltd</del>	<del>9 Carbine Close</del>	<del>Wallsend</del>	<del>NSW</del>	<del>2287</del>
Glenmore	M McGahan & Salojo Holdings Pty Ltd	PO Box 8367	Allenstown	QLD	4700
<del>Gosford West</del>	<del>Northern RR Pty Ltd</del>	<del>9 Carbine Close</del>	<del>Wallsend</del>	<del>NSW</del>	<del>2287</del>
Goulburn	Baxgrove Pty Ltd	936 Taraiga Road	Goulburn	NSW	2580
Greensborough	Dcee Pty Ltd	365 Moreland Road	Coburg	VIC	3205
Greensborough Food Court	Mjaye Pty Ltd	365 Moreland Road	Coburg	VIC	3205
Griffith	Riverina RR Pty Ltd	PO Box 38	Wagga Wagga	NSW	2650
Gympie	Rokatom Pty Ltd	4 Bath Terrace Victory Heights	Gympie	QLD	4570
Hastings	Fast Foods Australia Pty Ltd	420 Sandy Road	St Andrews Beach	VIC	3141
Helensvale	GC Red-Rooster Pty Ltd	Unit 11 Malibu Apartments, 3 Tedder Ave	Main Beach	QLD	4217
Hervey Bay	Russenture Pty Ltd	PO Box 2314	Chermside	QLD	4032
Hogans Corner	St Anthony Enterprises Pty Ltd Trustee for St Anthony Enterprises Unit Trust	21 Summerhill Street	Tarneit	VIC	3029
Hoppers Crossing	Wafana Pty Ltd Trustee for W & S Bebawy Family Trust & Rew Pty Ltd	12 Banjo Paterson Circuit	Point Cook	VIC	3030
Indooroopilly	Trawzloe Pty Ltd trustee for Holzward Woulfe Enterprises	PO Box 812	Indooroopilly	QLD	4068
Innaloo	Global Shakti Pty Ltd	22 Newham Way	Kingsley	WA	6026
Jimboomba	Sunstate Fast Foods Pty Ltd	PO Box 754	Jimboomba	QLD	4280
Karingal	Fast Foods Australia Pty Ltd	420 Sandy Road	St Andrews Beach	VIC	3141
Katherine	BB Holdings Pty Ltd	PO Box 14190	Sheridan	QLD	4868
Keilor Road	Adamsinc Pty Ltd as Trustee for Cummer Trust	PO Box 5156	Moreland West	VIC	3055
Kelvin Grove	Team Red Fast Food Pty Ltd	19/2 Grevillea Street	Tanah Merah	QLD	4128
Kiama	WillisKane Investments P/L	148 Terralong Street	Kiama	NSW	2533
<del>Lakehaven</del>	<del>Northern RR Pty Ltd</del>	<del>9 Carbine Close</del>	<del>Wallsend</del>	<del>NSW</del>	<del>2287</del>
Lavington	Brivey Pty Ltd	253 Butt Street	Albury	NSW	2640
Leeton	Riverina RR Pty Ltd	PO Box 38	Wagga Wagga	NSW	2650
Leopold	Fab Four Enterprises Pty Ltd	4 Otway Green	Caroline Springs	VIC	3023
Lismore	Walrus Dream Pty Ltd	PO Box 2290	Noosa Heads	QLD	4567
<del>Lithgow</del>	<del>Dasumati Pty Ltd</del>	<del>PO Box 1068</del>	<del>Dubbo</del>	<del>NSW</del>	<del>2830</del>
Loganholme DTR -	Team Red Fast Food Pty Ltd	19/2 Grevillea Street	Tanah Merah	QLD	4128
Loganholme F/C	Team Red Fast Food Pty Ltd a/t/f Taylors Trust	19/2 Grevillea Street	Tanah Merah	QLD	4128
Lyndhurst	Cranbourne Car Parts Pty Ltd	14 The Esplanade	Narre Warren South	VIC	3805
Mareeba	Bluered Pty Ltd	PO Box 14190	Sheridan	QLD	4129
Maribrynong	Miracle Group (Aust) Pty Ltd	44 Barrington Way	Caroline Springs	VIC	
Marrara	Darroo Pty Ltd	PO Box 14190	Sheridan	QLD	4575
Maryborough	Caprob Pty Ltd	Chris Loft & Assoc 190 Cheapside Street	Maryborough	QLD	4868
Mitchelton	Trawzloe Pty Ltd trustee for Holzward Woulfe Enterprises	PO Box 812	Indooroopilly	QLD	4068
Moe	JKM Fast Foods Pty Ltd	PO Box 1036	Traralgon	VIC	3000
Mornington	Fast Foods Australia Pty Ltd	420 Sandy Road	St Andrews Beach	VIC	3141
Morwell	JKM Fast Foods Pty Ltd	PO Box 1036	Traralgon	VIC	4575
Mt Gambier	D P Waters Pty Ltd	2 Foote Street	Mount Gambier	SA	5290
Mt Pleasant Foodcourt	Greater South-East Projects Pty Ltd	PO Box 395 Level 2, 17 Brisbane Street	MacKay	QLD	5290

Mt. Isa	Nazfay Pty Ltd	PO Box 14190	Sheridan	QLD	4750
Mt Ousley	Baxgrove Pty Ltd	936 Taralga Road	Goulburn	NSW	2580
Mt.Pleasant	Greater South-East Projects Pty Ltd	PO Box 395 Level 2, 17 Brisbane Street	MacKay	QLD	4868
Munro Para	RR Munno Para Pty Ltd	po Box 267	Greenwith	SA	5125
Murray Bridge	D & B Carmen Pty Ltd	15 Murray Drive	Murray Bridge	SA	5109
Naracoorte	D. P. Waters Pty Ltd	2 Foote Street	Mount Gambier	SA	5290
Nerang	GC Red-Rooster Pty Ltd	Unit 11 Malibu Apartments, 3 Tedder Ave	Main Beach	QLD	4217
<del>North Belmont</del>	<del>Northern RR Pty Ltd</del>	<del>9 Carbine Close</del>	<del>Wallsend</del>	<del>NSW</del>	<del>4575</del>
North Cairns	Nazfay Pty Ltd	238 Sheridan St Cairns	Cairns	QLD	2287
North Cranbourne	Peter & Penny Ferguson as the Trustee for the Ferguson Family Trust	18 Galloway Drive	Narre Warren South	VIC	4868
North Frankston	Fast Foods Australia Pty Ltd	420 Sandy Road	St Andrews Beach	VIC	3141
North Rockhampton	M McGahan & Salojo Holdings Pty Ltd	PO Box 8367	Allenstown	QLD	4575
Nudgee	Trawzloe Pty Ltd	PO Box 812	Indooroopilly	QLD	4068
Nundah	Russenture Pty Ltd	PO Box 2314	Chermside	QLD	4032
Nurioopta	RR Nurioopta Pty Ltd	PO Box 267	Greenwith	SA	5125
<del>Orange</del>	<del>Dasumatr Pty Ltd</del>	<del>PO Box 1068</del>	<del>Dubbo</del>	<del>NSW</del>	<del>5109</del>
Pakenham	DJV Food Services Pty Ltd	10 Hidden North Valley	Beaconsfield	VIC	2830
Palmerston II	Darroo Pty Ltd	PO Box 14190	Sheridan	QLD	3807
Parkwood	GC Red-Rooster Pty Ltd	Unit 11 Malibu Apartments, 3 Tedder Ave	Main Beach	QLD	4217
Pascoe Vale	DAK 3 Nominees Pty Ltd	2 Jhonson Street	Pascoe Vale	VIC	3044
<del>Port Central</del>	<del>Northern RR Pty Ltd</del>	<del>9 Carbine Close</del>	<del>Wallsend</del>	<del>NSW</del>	<del>4172</del>
<del>Port Macquarie</del>	<del>Northern RR Pty Ltd</del>	<del>9 Carbine Close</del>	<del>Wallsend</del>	<del>NSW</del>	<del>2285</del>
Proserpine	Alrhon Pty Ltd	4 Telford Street	Proserpine	QLD	2286
Queanbeyan	CanCoast Pty Ltd	PO Box 323	Buddina	QLD	4800
Raintrees	Nazfay Pty Ltd	PO Box 14190	Sheridan	QLD	4575
Richmond	Swarn Group Pty Ltd	294 Swan Street	Richmond	VIC	3121
Robina DTR	GC Red-Rooster Pty Ltd	Unit 11 Malibu Apartments, 3 Tedder Ave	Main Beach	QLD	4217
Robina FC	GC Red Rooster Pty Ltd	Unit 11 Malibu Apartments, 3 Tedder Avenue	Main Beach	QLD	4217
Rosebud	Fast Foods Australia Pty Ltd	420 Sandy Road	St Andrews Beach	VIC	3141
Rowville	Starfood Pty Ltd	7 Selwood Court	Rowville	VIC	3178
Runaway Bay	GC Red-Rooster Pty Ltd	Unit 11 Malibu Apartments, 3 Tedder Ave	Main Beach	QLD	4217
Sale	Rozedale Pty Ltd	63 Thomson Street	Sale	VIC	3850
Salisbury	RR Salisbury Pty Ltd	PO Box 267	Greenwith	SA	5125
Shellharbour	Baxgrove Pty Ltd	936 Taralga Road	Goulburn	NSW	2580
Shepparton	LaTill Pty Ltd	32 Jamieson Drive	Echuca	VIC	3564
South Rockhampton	M McGahan & Salojo Holdings Pty Ltd	PO Box 8367	Allenstown	QLD	3564
Stafford City	Trawzloe Pty Ltd	PO Box 812	Indooroopilly	QLD	4068
Stanthorpe	Trawzloe Pty Ltd	PO Box 812	Indooroopilly	QLD	4068
Sunshine	Miracle Group (Aust) Pty Ltd	George - 44 Barrington Way	Caroline Springs	VIC	4575
Surfers Paradise	GC Red-Rooster Pty Ltd	Unit 11 Malibu Apartments, 3 Tedder Ave	Main Beach	QLD	4575
Swan Hill	Mikatan Pty Ltd	PO Box 32	Swan Hill	VIC	
Tamworth East	Bishop and Kelly Partners Pty Ltd	PO Box 1942	Tamworth	NSW	4172
Tamworth South	Bishop and Kelly Partners Pty Ltd	PO Box 1942	Tamworth	NSW	2340
Tamworth Foodcourt	Bishop and Kelly Partners Pty Ltd	PO Box 1942	Tamworth	NSW	2340
Taylors Lakes	Tiscali Pty Ltd	52 Swan Street	Keilor Park	VIC	3042
Tugan	GC Red-Rooster Pty Ltd	Unit 11 Malibu Apartments, 3 Tedder Ave	Main Beach	QLD	4217
<del>Tiggerah</del>	<del>Northern RR Pty Ltd</del>	<del>9 Carbine Close</del>	<del>Wallsend</del>	<del>NSW</del>	<del>4217</del>
Tweed Heads	GC Red-Rooster Pty Ltd	Unit 11 Malibu Apartments, 3	Main Beach	QLD	4217



		Tedder Ave			
Victoria Point	M & C Bayside Fast Foods Pty Ltd	103 Orchid Drive	Mount Cotton	QLD	4165
Wagga Wagga	Riverina RR Pty Ltd	PO Box 38	Wagga Wagga	NSW	2650
Wagga Wagga Market Place	Riverina RR Pty Ltd	PO Box 38	Wagga Wagga	NSW	2650
Wanniassa	CanCoast Pty Ltd	PO Box 323	Buddina	QLD	2650
<del>Waratah</del>	<del>Northern RR Pty Ltd</del>	<del>9 Carbine Close</del>	<del>Wallsend</del>	<del>NSW</del>	<del>4575</del>
Warrnambool	Manton Fare Pty Ltd as trustee for The Manton Business Trust No 2	PO Box 491	Colac	VIC	3250
Waurm Ponds	P & S Quinlan Holdings Pty Ltd	116 Duggan Street	Black Hill	VIC	4390
Wendouree	Designernet Pty Ltd	19 Botanic Drive	Ballarat North	VIC	3221
Wentworthville	Tofeer Pty Ltd	2 Waterstone Crescent	Bella Vista	NSW	2153
Wodonga	Berate Pty Ltd	62 High Street	Wodonga	VIC	3690
Worongary	GC Red-Rooster Pty Ltd	149 Cotlew Street	Ashmore	QLD	4700
Yeppoon	M McGahan & Salojo Holdings Pty Ltd	PO Box 8367	Allenstown	QLD	4740