



DECISION

Fair Work Act 2009

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

Super Retail Group Services Pty Ltd T/A Super Retail Group
(AG2015/3931)

SUPER RETAIL GROUP ENTERPRISE AGREEMENT 2015.

Retail industry

COMMISSIONER BULL

SYDNEY, 14 AUGUST 2015

Application for approval of the Super Retail Group Enterprise Agreement 2015.

[1] An application has been made for the approval of an enterprise agreement known as the *Super Retail Group Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The Shop, Distributive and Allied Employees' Association (SDA) and the National Union of Workers (NUW) were employee bargaining representatives involved in the Agreement. Both unions have filed a *statutory declaration* (F18) stating that they support the approval of the Agreement and wish to be covered by the Agreement.

[3] At question 5 of the SDA's F18, the SDA disagreed with the *employer's statutory declaration* (F17) in effect stating that the first aid allowance (which is not provided under the Agreement) should be taken into account for the purposes of the better off overall test (BOOT). The SDA also raised concerns with respect to the base rates of pay for 20 year old casual employees as between the Agreement and the *General Retail Industry Award 2010* (the Award), being one of the relevant reference instruments¹ for the purposes of the BOOT.

[4] The Fair Work Commission (the Commission) wrote to the applicant with its concerns, as well as addressing those raised by the SDA on a number of occasions. The concerns identified by the Commission related to the single interest employer test under s.172 of the Act, in addition to the first aid allowance and base rates of pay for 20 year old casual employees. Final undertakings were received from the applicant on 12 August 2015.

¹ The *Storage Services and Wholesale Award 2010* and the *Clerks Private Sector Award 2010* also currently cover the employer and the employees to be covered by this Agreement.

First Aid Allowance

[5] The SDA state that the Agreement anticipates that an employee may be required by the employer to hold an appropriate first aid qualification and perform first aid duties. The SDA refer to clause 20.9 of the Award, which states that where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty, they will be paid an extra of 1.3% of the standard rate each week. In reference to the Agreement, the SDA rely on clauses 169 and 170 of the Agreement which provides the following:

169. *If you are employed on a full time or part time basis, then upon your request we may agree to pay the cost of a first aid training course for you. We may agree to also cover the costs of you maintaining those qualifications.*
170. *If you are appointed to the duty of shift supervisor you may be required to undertake a first aid course. If this is required of you, we will pay for the cost of a first aid training course for you. We may also cover the cost of you maintaining the first aid qualification if it is necessary in the circumstances.*

[6] The SDA also note that under the Agreement, 20 year old casual employees are paid 95% of the adult agreement rate (plus a 25% casual loading) whilst under the Award 20 year old casual employees who have been employed for more than 6 months are paid the full adult rate of pay (plus a 25% casual loading). The SDA go on to further state that whilst the base rate of pay for 20 year old casuals remains higher in the Agreement than the Award, the difference is relevant when determining if the Agreement passes the better off overall test.

[7] Subsequent to the application being lodged, a response was filed by the applicant in response to the concerns raised by the SDA on 24 July 2015. In that response, Mr Tindley (representative for the applicant) states that in relation to the first aid allowance referred to in the SDA's F18, the Agreement does not contemplate retail team members being appointed as *First Aiders*. Mr Tindley goes on to further state that the Agreement provides all employees with the opportunity to obtain their first aid qualifications with the employer's agreement. This is a benefit offered to employees to broaden their skills and qualifications, and also to position themselves when it comes to internal promotions. The only employees who are appointed by the employer as *First Aiders* within the employer's retail stores are the Assistant Store Manager and Store Manager. Given the Award requires that employees be *appointed* by their employer to perform first aid duty, and no employees covered by the Agreement are appointed to perform first aid duty, it is correct to declare, as the employer did in its F17, that the first aid allowance has no application.

[8] In this respect, the Commission notes that, as specified at 2.2 of the applicant's F17, the Agreement does not include employees engaged in managerial positions.

[9] On 11 August 2015, the Commission referred the applicant to cl.170 of the Agreement, stating that cl.170 clearly states that a shift supervisor *may be required* to undertake a first aid course, which is not the same as stating that the Agreement *offers* the opportunity for employees to obtain their first aid course, as was submitted in its' correspondence of 24 July 2015. On that basis, the Commission was of the view that the Agreement contemplated that such employees may be required to undertake first aid duties under the Agreement, and as such a first aid allowance should be contemplated, as submitted by the SDA.

Undertaking in reference to the First Aid Allowance

[10] The applicant has provided an undertaking which removes cl.170 of the Agreement, and as such the only clause of the Agreement which deals with first aid would be clause 169 which, as the applicant maintains is a benefit that is offered to employees, and not a requirement as such.

[11] This undertaking is taken to be a term of the Agreement. A copy of the undertaking is attached at Annexure A.

Base Rates of pay for 20 year old casual employees

[12] With respect to 20 year old casual employee rates, who have worked for the employer for more than 6 months, Mr Tindley's correspondence of 24 July 2014 stated that the employer acknowledges an oversight in relation to these employees. While the employer believed 20 year old employees with more than 6 months service were better off overall, it has subsequently conducted calculations which demonstrate this is not the case. In this respect, Mr Tindley stated in the correspondence that the employer would provide an undertaking to the effect that 20 year old employees with more than 6 months service will be paid the full adult casual rates applicable under the Agreement.

[13] Calculative comparisons between the Award and the Agreement were also attached to the correspondence, demonstrating that rates of pay under the Agreement are substantially higher than the Award and that it satisfies the BOOT.

[14] The Commission wrote to the applicant, copying in the unions on 3 August 2015 with respect to 20 year old casual employee percentage rates of pay being less than the Award, requesting an undertaking to address the issues identified.

[15] Correspondence was received from the applicant on 5 August 2015, with the requested undertaking in relation to 20 year old casual employees' rates of pay.

[16] On 5 August 2015, the Commission advised the SDA via written correspondence of the undertaking provided by the applicant, and asked for any comment. Mr Dwyer of the SDA advised the Commission on 7 August 2015 that the SDA accepts the undertaking provided by the applicant, and that it continued to support the approval of the Agreement subject to it satisfying the BOOT.

Undertaking in relation to the base rate of pay for 20 year old casual employees

[17] The applicant has provided an undertaking which in effect states that the current 20 year old casual rates of pay in each clause will apply only to casual employees who have been employed for 6 months or less, and 20 year old casual employees who have been employed for more than 6 months will be paid the rates applicable to 21 years and above (adult) casual employees.

[18] This undertaking is taken to be a term of the Agreement. A copy of the undertaking is attached at Annexure B.

Single Interest Employer Authorisation (s.172(2) of the Act)

[19] The Commission noted that the application is for a single enterprise agreement, and at 2.3 of the application, there are 4 employers who are to be covered by the Agreement. Pursuant to s.172(2) of the Act, the Commission requested the applicant address how 4 employers may make a single enterprise agreement, and in particular, how the applicant would satisfy the single interest employer test under s.172(5) of the Act.

[20] The applicant, Super Retail Group Services Pty Ltd states that the other employers to be covered by the Agreement, being; Super Cheap Auto Pty Ltd, Super Retail Commercial Pty Ltd, SRG Leisure Retail Pty Ltd, and Rebel Sport Limited are all wholly owned subsidiaries of Super Retail Group Limited, and as such considered related bodies corporate within the meaning of the Act.

[21] Pursuant to s.172(5)(b), I am satisfied that the applicant and the employers to be covered by the Agreement are single interest employers within the meaning of the Act.

Conclusion

[22] Taking into account the higher rates of pay under the Agreement and the undertaking and submissions provided by the applicant, I am satisfied that the Agreement results in employees being better off overall under the Agreement.

[23] With respect to the concerns raised by the SDA, it has accepted the undertaking provided by the applicant as adequately addressing the issue with respect to the pay rates of 20 year old casual employees. Issues raised in respect to the first aid allowance have been adequately addressed by the applicant, by the removal of cl.170 of the Agreement. As such, the applicant's submissions with respect to the first aid allowance as having no application to the Agreement is accepted. Further, with regard to issues relating to employees being better off under the Agreement, the Agreement cannot be approved without meeting the requirements of the BOOT².

[24] The SDA and NUW has stated in its F18 that it wishes to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers these employee organisations.

[25] The undertakings provided by the applicant are taken to be terms of the Agreement. A copy of the undertakings are attached at Annexure A and Annexure B.

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

[27] The Agreement is approved. In accordance with s.54(1), the Agreement will operate from 21 August 2015. The nominal expiry date of the Agreement is 15 July 2018.

[28] This decision and undertakings should be brought to the attention of employees covered by the Agreement by the applicant.

² Subject to any s.189(2) submission



COMMISSIONER

Annexure A



**IN FAIR WORK COMMISSION
AT SYDNEY**

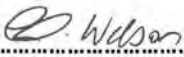
FWC Matter No: AG 2015/3931


**Application by Super Retail Group Services Pty Ltd T/A Super Retail Group
for Approval of a Single-Enterprise Agreement**

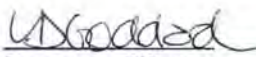
**UNDERTAKING
ON BEHALF OF SUPER RETAIL GROUP**

Pursuant to s.190 of the *Fair Work Act 2009* (Cth) and Regulation 2.07 of the *Fair Work Regulations 2009*, Super Retail Group hereby gives the following written undertaking:

That clause 170 of the Agreement will have no application to any employee covered by the Agreement.

Signed by  on the behalf of **Super Retail Group**


Signature for Employer
Charmaine Wilson
Print name for Employer
12/8/15
Date


Signature of Witness
Laurel Goddard
Print name of Witness
12/08/2015
Date



Annexure B



IN FAIR WORK COMMISSION
AT SYDNEY


FWC Matter No: AG 2015/3931


**Application by Super Retail Group Services Pty Ltd T/A Super Retail Group
for Approval of a Single-Enterprise Agreement**

**UNDERTAKING
ON BEHALF OF SUPER RETAIL GROUP**

Pursuant to s.190 of the *Fair Work Act 2009* (Cth) and Regulation 2.07 of the *Fair Work Regulations 2009*, Super Retail Group hereby gives the following written undertaking:

That clauses 253, 254 and 255 will be to the effect that the current 20 year old casual rates of pay in each clause will apply only to casual employees who have been employed for 6 months or less, and 20 year old casual employees who have been employed for more than 6 months will be paid the rates applicable to 21 years and above (adult) casual employees.

Signed by  on the behalf of Super Retail Group


Signature for Employer

Charmaine Wilson
Print name for Employer

4/8/15
Date


Signature of Witness

Laurel Goddard
Print name of Witness

04/08/2015
Date



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Super Retail Group Enterprise Agreement 2015

SUPER RETAIL GROUP ENTERPRISE AGREEMENT 2015

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Who does this agreement apply to?

What is the title of the agreement?

1. This agreement shall be known as the Super Retail Group Enterprise Agreement 2015.

Who does this agreement apply to?

2. The parties to this agreement are:
 - (a) Super Cheap Auto Pty Ltd; and
 - (b) Super Retail Commercial Pty Ltd; and
 - (c) SRG Leisure Retail Pty Ltd (including Ray's Outdoors, BCF and Campbell's Pro Tackle); and
 - (d) Super Retail Group Services Pty Ltd; and
 - (e) Rebel Sport Limited (including Amart Sports, Rebel Sport and Workout World) (collectively referred to as "the **Employers**"); and
 - (f) subject to the exceptions listed in this agreement, team members engaged by the Employers to perform work within the classifications contained within this agreement; and
 - (g) The Shop Distributive and Allied Employees Association; and
 - (h) The National Union of Workers.

This agreement does not cover or apply to any salaried team member (including Store Management, Set-up team and Support Office roles) not covered in the classifications within this agreement.

3. Subject to the Act and except where this agreement expressly provides otherwise, this agreement operates to the exclusion of any other agreement, award, or industrial instrument.

When will this agreement commence and when will it expire?

4. This agreement will become operative 7 days from the date on which the Fair Work Commission approves it. This agreement's nominal expiry date will be 15 July 2018.
5. A copy of this agreement will be made accessible to you in your workplace by hard and/or soft copy.
6. The parties agree that up until the nominal expiry date of this agreement:
 - (a) they will not pursue any extra wage claims;

- (b) they will not seek any changes to conditions of employment;
- (c) this agreement will cover all matters or claims, which could otherwise be the subject of protected action; and
- (d) they will not engage in any industrial action, in relation to the performance of any work covered by this agreement, other than as permitted by the Act.

Payment of wages

What is your entitlement to Superannuation?

7. You will be entitled to superannuation in accordance with the federal superannuation guarantee legislation on the following basis:-
- (a) if you are employed within the Retail or Administrative classifications we will pay your superannuation contributions into the Retail Employees Superannuation Trust (REST).
 - (b) if you are employed within the DC classifications outside Western Australia, we will pay your superannuation contributions into Labor Unions Cooperative Retirement Fund (LUCRF).
 - (c) if you are employed within the DC classifications in Western Australia we will pay your superannuation contributions in the Retail Employees Superannuation Trust (REST);
 - (d) if you were employed by us prior to the commencement of this agreement and your superannuation contributions were being paid into a complying superannuation fund not listed in clauses 7(a), (b) or (c) above, we will continue to pay your contributions into that fund unless you direct us otherwise.
 - (e) if you transfer between the classification streams of this agreement, then you may choose to continue to have your superannuation contributions paid into the same fund
 - (f) if you wish to choose your own fund, we will pay into the fund of your choice.

How will your wages be paid?

8. Your wages for the week Sunday to Saturday will be paid on the same day of each week by Electronic Funds Transfer ('EFT').
9. Payment of wages may be altered from a weekly to a fortnightly basis if we provide you with a minimum of 3 months' notice of the change. If you are employed by us at the time we move to a fortnightly pay, then you will be paid one week in advance with that additional one week of pay able to be phased out progressively over a maximum period of 5 months, at the rate of one day after each completed month.
10. We will pay wages within 3 days of the end of each pay period, unless there is a public holiday the day before the normal payday, when wages can be paid within 4 days from the end of the pay period.
11. We have the authority to deduct any pre-payments made from any money which is owed to you, if your employment ends before you have earned the pre-paid amounts.
12. Should there be any discrepancy in your pay for a particular week or fortnight, then we will rectify that discrepancy within a reasonable time period.

Hours of work

What are your ordinary hours of work?

13. Subject to clauses 34 to 36 (dealing with shift work), your ordinary hours of work:

- (a) will be 152 hours in a 4 week period if you are employed on a full time basis;
- (b) will be up to a maximum of 152 hours over a 4 week period if you are employed on a part time basis, provided that you may not work 152 hours in a 4 week period in 2 or more consecutive 4 week periods;
- (c) may not be worked on more than 10 days in a 2 week period;
- (d) may not be worked on more than 6 consecutive days;
- (e) will be rostered so that you have a minimum of at least 2 consecutive days off in a 2 week period unless there is mutual agreement otherwise. At least once in a 4 week period these 2 consecutive days will be on a Saturday and Sunday unless there is mutual agreement otherwise;
- (f) may be worked up to a maximum of 9.5 hours per day, save that on a maximum of two days per week you may be rostered to work up to 10.5 ordinary hours per day. If you request, and we agree, you may work a third 10.5 hour shift in a week;
- (g) must be a minimum of 12 hours per week (48 hours per 4 week cycle) if you are employed on a part time basis unless there is mutual agreement otherwise;
- (h) must be at least 4 hours per shift if you are employed on a full time basis and at least 3 hours per shift if you are employed on a part time or casual basis unless there is mutual agreement to reduce this to a minimum of 2 hours, or where clause 13(i) applies;
- (i) may be a minimum of 1.5 hours per shift where you attend compulsory training sessions, trade nights or team meetings. You will not be required to attend such training sessions or team meetings on more than 12 occasions per year, unless mutually agreed;
- (j) will be worked in one continuous shift, save for any rest and meal breaks provided for in this agreement. Despite this, if you are a Retail team member you may be required to attend a training session on the same day on which you have worked a shift. If you are required to attend such a training session this will not count as an additional shift for any purpose under this agreement;
- (k) despite clause 13(j) above, you may request to be rostered for more than one shift in a day, and we may agree to this request provided that:
 - (i) there are no more than two shifts worked each day;
 - (ii) a minimum of three hours' work applies for each of the two shifts;
 - (iii) a minimum break of not less than two hours applies between the two shifts;
 - (iv) the second shift may be worked in an alternate location to the one in which you worked your first shift;
 - (v) the maximum number of hours work per day as prescribed in sub-clause (f) above will apply;

- (vi) where an additional shift occurs on any day, a 10 hour break will be observed between the cessation of work for the second shift and the commencement of work on the next day;
- (vii) the arrangement will remain voluntary and may be revoked by you at any time; and
- (viii) the additional shift will not be regarded as an additional "day worked" for the purposes of this Agreement.

(l) must be worked within the following hours:

Classification group that you are employed within	Hours (Inclusive)
Retail	6am to 10pm, Monday to Friday 7am to 8pm Saturday and Sunday
DC	6am to 10pm, Monday to Sunday
Administrative	7am to 7pm, Monday to Sunday

Provided that if you are employed by us in any of our Distribution Centres in Queensland your ordinary hours may be worked between 5am and 10pm during the period when daylight savings is observed in New South Wales.

What if you work outside of your ordinary hours?

14. Any hours worked in excess of your ordinary hours of work as per clause 13 (a-f), or outside of the span or ordinary hours set out in 13(l), will be considered to be overtime. Overtime must be authorised by us prior to being worked.
15. If you are required to work overtime then you will either:
 - (a) be paid at the applicable overtime rate for your classification; or
 - (b) if you are employed on a full time or part time basis then you may take time off in lieu instead of receiving any payment for this overtime subject to the following conditions:
 - you must submit your request for time off in lieu of payment for overtime to your direct Manager. The request must be in writing in the form approved by us. On that form you will be required to specify when you were required to work the overtime and when you wish to take the time off in lieu;
 - we have the discretion of whether or not to approve the request;
 - for each hour of overtime that you work you will be entitled to receive 1.5 hours of time in lieu, except if the overtime hours are worked on a Sunday where you will be entitled to receive 2 hours of time in lieu; and
 - the time off in lieu must be taken within 60 days of working the overtime or it will be paid out.
16. If you do not have at least 10 consecutive hours rostered off between the end of the ordinary hours that you work on one day and the commencement of the ordinary hours that you work on the next day, then any further hours that you work until you have had at least 10 consecutive hours rostered off will be paid as overtime. 10 hours will be reduced to 8 consecutive hours by mutual agreement or if you are employed within the DC classifications and are changing between a day, afternoon or night shift.

17. If you are required to work more than one hour of overtime (as defined in clause 14) immediately prior to commencing or immediately after finishing working your ordinary hours, without being given notice of at least three hours prior to commencing your shift, then you will be entitled to a meal allowance of \$17.00, provided that the meal allowance will only be paid once on any particular day.

Example

If you are rostered to work 9.5 hours on a particular day (after having worked both 10.5 hour days permitted under clause 13(f)), and you actually work in excess of 10.5 hours on that day, and we didn't give you at least 3 hours' notice prior to commencing your shift of the need to work the overtime, you are entitled to a meal allowance. If you only work 10.5 hours the allowance does not apply.

How many overtime hours can you be required to work?

18. You can be required to work a reasonable amount of overtime hours.
19. When determining whether the amount of overtime that you are required to work is reasonable, we will take all relevant factors into account. Those factors may include, but are not limited to, the following:
- (a) any risk to your health and safety that might reasonably arise if you worked the overtime;
 - (b) your personal circumstances (including family responsibilities);
 - (c) the operational requirements of your workplace;
 - (d) any notice given by us of the requirement or request that you work the overtime;
 - (e) any notice given by you of your intention to refuse to work the overtime;
 - (f) whether any of the overtime hours are on a public holiday;
 - (g) your hours of work over the 4 weeks immediately before you are required to work the overtime.

What breaks are you entitled to?

20. You are entitled to the following breaks:

Length of Shift	Break Entitlement During the Period of the Shift
0 to less than 4 hours	➤ No breaks
4 hours to 5 hours	➤ 10 minute paid break
More than 5 hours to less than 7 hours	➤ 10 minute paid break ➤ 30 minute unpaid break (this may be increased to up to 60 minutes by mutual agreement)
7 hours or more	➤ Two 10 minute paid breaks ➤ 30 minute unpaid break (this may be increased to up to 60 minutes by mutual agreement)

10 hours or more

- Two 10 minute paid breaks
- Two 30 minute unpaid breaks (this may be increased to up to 60 minutes by mutual agreement)

21. Wherever practicable you will be provided with a reasonably predictable and consistent time for the taking of your meal and rest breaks along the following lines:

Break Type	Indicative time of taking break
First rest break	After first hour of work, within first 4 hours of work and prior to meal break
Meal break	Within first 5 hours of commencing work and after first rest break
Second rest break	After the meal break or combined with your first rest break

You understand that these indicative times may be delayed due to operational needs on a particular day.

22. If you work 7 consecutive hours or more on a particular day, you may choose, with our agreement, to combine your breaks.
23. If you are rostered to work a 6 hour shift you may request not to take a meal break. Such requests will be subject to approval from us. If you make such a request and it is approved by us you will be entitled to a 10 minute rest break, which will, unless unforeseen operational needs or emergencies arise, be taken between the 2nd and 4th hours of your shift.

If you are employed on a part time basis what are your regular hours?

24. If you are employed on a part time basis, then before commencing we will tell you what your core ordinary hours will be. Core ordinary hours will be the guaranteed number of ordinary hours that you will be required to work over a 4 week period, provided:
- (a) These core hours will be regular and systematic.
 - (b) We may vary the days on which you work your core ordinary hours, and may roster you by agreement to work hours in excess of your core ordinary hours, in accordance with clauses 27 and 28.
 - (c) In a roster cycle you may agree in writing to work additional hours at the appropriate rate of pay in lieu of overtime. However, additional hours must comply with clause 13 otherwise overtime will apply.
 - (d) Where required due to operational needs we retain the right to reduce core ordinary hours by up to 20% in each financial year, provided that the decreased hours do not fall below the minimum provided for in clause 13(g).
 - (e) Before any reduction in core ordinary hours occurs we will offer you any alternative hours, including hours currently worked by casual team members provided that you have the required skills, abilities and availability to perform the available hours.
 - (f) You will not have your core ordinary hours reduced on more than one occasion in a 12 month period.
 - (g) If you have had your core ordinary hours reduced in accordance with this clause you will receive preference for any additional permanent hours that may later become

available at the store in which you work, provided you are ready, willing and able to work those additional hours.

- (h) Unless a lesser notice period is agreed, you will be given 28 days' notice of any reduction in your hours under this clause.
 - (i) You may request to reduce your core ordinary hours. Such request will be granted provided it does not interfere with operational requirements.
 - (j) Changes to core ordinary hours may also occur by mutual agreement.
25. If you are employed on a part time basis and have, for a period of 12 months or more, been working, on a regular and systematic basis, a roster of hours that is in excess of your core ordinary hours you may request in writing to increase your core ordinary hours to the level of those regular and systematic hours. We will not unreasonably refuse such a request.

Example

A part time team member whose core ordinary hours are 12 per week has over the past 12 months been working a regular and systematic roster which involves them working 22 hours per week (in some weeks the team member also works some additional hours over the 22 hours to meet operational needs). The team member can, at the end of the 12 month period request that their core hours be increased to 22 per week, and we will not unreasonably refuse the request. Examples of where a refusal will generally be reasonable are if the team member is working the additional hours due to long term absence of another team member or where the store at which the team member works is experiencing challenges in attracting and retaining team members.

When can your roster be changed?

26. If you are employed on a full time or part time basis then we must give you a regular roster setting out your starting and ceasing time for each day at least one week in advance.
27. If you are employed on a full time or part time basis then after consultation with you, your roster may be changed:
- (a) by mutual agreement at any time; or
 - (b) by us giving you 7 days' notice in writing; or
 - (c) by us giving you 14 days' notice in writing if we are satisfied that you require the additional notice on genuine and reasonable grounds such as family responsibilities, transport et cetera.
28. Due to unexpected operational requirements, a team member's roster for a given day may be changed with less notice than stated above, by mutual agreement with the team member, prior to the team member arriving for work.
29. If you:
- (a) are employed on a permanent basis within the retail classifications of this agreement: and
 - (b) immediately prior to the commencement of the 2006 Super Cheap Auto Group Collective Agreement, were employed on a full time basis within the retail classifications; and

- (c) we give you notice (as per clause 27) to alter your roster to include less than two consecutive days off each week;

Then we will, during consultation over the roster change, give special consideration to any reasonable concerns that you may have about changing your roster to include less than 2 consecutive days off each week. We will not unreasonably refuse to accommodate any reasonable concerns.

- 30. If you are employed on a casual basis, you are not entitled to a fixed roster. Your rostered hours may be varied with one hour's notice prior to the scheduled commencement of your shift. For the purpose of this clause, if we have made reasonable attempts to contact you to notify you of the change to your hours at least one hour prior to the commencement of your shift this will be deemed to amount to one hour's notice. Should you not be provided one hour's notice you will be paid one hour at your casual base rate of pay.
- 31. Casual rosters will be posted seven days in advance of the roster commencing. If changes are made to the roster within 48 hours of the commencement time of a shift we will make reasonable attempts to contact you to advise you of the changes.
- 32. If we decide to roster ordinary hours in your workplace on a Sunday for the first time, the following provisions will apply:
 - (a) you and other team members at the workplace will be asked to volunteer to work on the Sunday;
 - (b) if there are not enough volunteers, we may require you to work on the Sunday; and
 - (c) clauses 32 (a) & (b) will not apply to you if you are employed on a casual basis. In such cases you may be required to work on the Sunday.
- 33. Your roster may not be changed with the intent of voiding payment of penalties, loadings or other applicable benefits. Should such circumstances arise you will be entitled to such penalty, loading or benefit as if the roster had not been changed.

DC Shift Penalties

- 34. Despite clause 13 (ordinary hours of work), if you are employed within one of the DC classifications you may also be rostered to work ordinary hours on one of the following shifts:
 - (a) "Afternoon Shift" which means any ordinary shift finishing after 6pm and at or before 1am; or
 - (b) "Night Shift" which means any ordinary shift finishing after 1am and at or before 7am.
 - (c) we may require you to move to or from an "Afternoon" or "Night" shift if we provide you with 28 days' notice of the change.
- 35. If you are employed within one of the DC classifications and you work on an "Afternoon" or "Night" shift, you will receive the following penalties for all ordinary hours worked on that shift:
 - (a) "Afternoon shift" – 115% of the permanent Base Rate if you are employed on a full time or part time basis, and 115% of the casual Base Rate if you are employed on a casual basis;
 - (b) "Night Shift" – 125% of the permanent Base Rate if you are employed on a full time or part time basis, and 125% of the casual Base Rate if you are employed on a casual basis.

36. The shift penalties in clause 35 will not apply to you for:

- (a) any hours that you work on a Sunday or public holiday, where the applicable Ordinary Time Sunday or public holiday rate for your classification will apply instead; or
- (b) any overtime; or
- (c) any periods of leave.

Leave

What is your entitlement to Long Service Leave?

37. You are entitled to long service leave in accordance with the relevant State or Territory legislation.
38. When taking an entitlement to long service leave, you may, subject to approval by us, decide to take double the leave at half the pay.

What are your Parental Leave entitlements?

39. Subject to clauses 40 to 41 of this agreement your Parental Leave entitlements will be as per the National Employment Standards (**NES**).
40. You will be entitled to a maximum total amount of Parental Leave of 104 weeks.
41. On return from a period of Parental Leave, you will be entitled to request to return to work on a part time basis up until the child reaches school age, subject to the following conditions:
 - (a) the request must be made to us in writing at least 8 weeks prior to your return Parental Leave and must include the number of core ordinary hours that you are requesting to work and if relevant, the days of the week that you would like to work those hours on; and
 - (b) the request must be approved by us. We will not unreasonably refuse such a request, however to be approved we must conclude that it is operationally and financially viable for us to have you return to work on a part time basis for the number of core ordinary hours that you have requested and on the days of the week that you wish to work those hours on. It may be that we can approve your request to return to work on a part time basis however we may not be able to accommodate the number of core ordinary hours that you have requested and/or the days that you have requested to work them on. If this occurs then we will notify you of our inability to provide you with these hours and attempt to reach agreement with you on a suitable alternative.

Super Retail Group Paid Maternity Leave Scheme

42. If you are a full time or part time team member, have met the notification requirements of the NES, have completed 2 years continuous service with us and have commenced maternity leave you will be entitled to paid maternity leave.
43. Your entitlement to paid maternity leave is:
 - (a) 4 weeks' pay upon commencement of maternity leave; and
 - (b) 2 weeks' pay upon completion of 1 month of continuous service after your return to work from maternity leave in a permanent capacity.
44. For the purposes of the Super Retail Group Paid Maternity Leave Scheme, "weeks' pay" will be the average of your Ordinary Time Earnings for the 12 months prior to you commencing

maternity leave. If, as a result of your pregnancy, you altered your working conditions, including your hours of work, the period during which your working conditions were altered will not be taken into account when calculating your average weekly pay. Should you return to work in a permanent capacity:

- (a) performing fewer hours than your average weekly ordinary time hours for the 12 months prior to you commencing maternity leave; or
- (b) in a different role to the role that you were performing prior to commencing leave:

you will be paid the entitlement in subclause 43(b) based on your average weekly Ordinary Time Earnings for the 1 month since your return to work.

45. If you are a full time or part time team member, and you were previously employed as a casual team member, your casual service will only count toward the calculation of the required 2 years continuous service for the entitlement to paid maternity leave if all of the following apply to you:
- (a) you have more than 2 years continuous service with SRG;
 - (b) you have at least 1 year permanent service immediately prior to maternity leave; and
 - (c) you worked an average of at least 20 hours per week as a casual during the 12 months prior to commencing permanent employment.

Example

If you have worked for SRG for 3 years you must have been employed on a permanent basis for at least 12 months, and in the last year of your casual employment you must have worked an average of at least 20 hours per week

46. If you receive payments from us under the Super Retail Group Paid Maternity Leave Scheme you will be paid superannuation in accordance with Superannuation Guarantee legislation on those payments. Superannuation will not be paid on any government funded payments.

Your entitlement to Annual Leave

Accrual of leave

47. If you are employed on a full time or part time basis you will accrue 4 weeks of annual leave for each year of paid service. If you are a Continuous Shift Worker you will accrue 5 weeks of annual leave for each year of paid service.
48. If you are not a Continuous Shift Worker your annual leave entitlement will accrue on the basis of 1/13th of the number of ordinary hours worked during each pay period.

Example

If you are a part time team member and work 26 ordinary hours in one week, you will accrue 2 hours of annual leave for that week.

49. If you are a Continuous Shift Worker your annual leave entitlement will accrue on the basis of 5/52nd of the number of ordinary hours worked during each pay period.

Example

If you are a part time Continuous Shift Worker and work 26 ordinary hours in one week, you will accrue 2.5 hours of annual leave for that week.

50. You will accrue annual leave when you are on paid leave, but will not continue to accrue annual leave when you are on a period of unpaid leave.

Taking leave

51. Annual leave will be taken at a time mutually agreed between you and us. You are required to complete an application form for your leave. We will respond to annual leave applications within 14 days, specifying that either the leave has been granted, refused, or, if a response cannot be given within 14 days, setting out when such response will be provided to you by us. We will not unreasonably delay our response. You must not make any travel plans prior to receiving confirmation from us that your leave has been approved.
52. We will not unreasonably refuse any request for annual leave, however annual leave will generally not be granted during Peak Needs (see Definitions).
53. We may, by giving you 4 weeks' notice, direct you to take annual leave if:
- (a) you have more than 6 weeks annual leave accrued, provided you retain a balance of 4 weeks at the time the direction is given; or
 - (b) we are closing down our operations for a period (for example, an annual shut down period). If you do not have enough accrued annual leave to cover all or part of the close down period, you may be required to take leave without pay.
54. Before directing you to take leave in accordance with clause 53(a) we will discuss with you whether there is any reason for your excessive leave accrual. If we are satisfied there is a legitimate reason for the excessive leave accrual we will work with you to develop a leave plan for the following 12 months with a view to reducing your leave balance.
55. For the purpose of clause 53(a), if you are employed on a part time basis the six weeks of accrued annual leave will be based on the average number of ordinary hours you have worked in the previous 12 months.

Example

If you have 9 weeks of annual leave accrued then we may direct you to take 5 weeks of that leave.

Payment for leave

56. When you take paid annual leave you will be paid for the ordinary hours that you would normally have worked for us during the period of your leave. Those hours will be paid for at your Base Rate. You will also be paid an additional amount of:
- (a) 17.5% as annual leave loading; or
 - (b) if you are employed within the DC classifications of this agreement and you would have continued on a "Night" shift but for the taking of the leave, 25% as annual leave loading.
57. When you take annual leave you may decide whether to receive payment for that leave immediately prior to or during the leave.

58. Your annual leave does not include any public holidays which fall during the annual leave period, provided those public holidays fall on days that you would have ordinarily worked had you not been on annual leave.
59. If your employment is terminated and you have an accrued balance of annual leave at the time, then it will be paid out to you at your Base Rate as at the date of termination.

Example

If you are a part time team member and you are rostered to work for 20 hours per week at the time that you will be taking two weeks annual leave, you will be paid for 40 hours leave, as well as leave loading, over those two weeks, provided you have accrued sufficient leave to cover this.

Cashing out leave

60. We recognise that the taking of annual leave is important to your wellbeing and we encourage you to take annual leave. You are, however, entitled to forgo an entitlement to paid annual leave that you have accrued, and instead be paid for that leave, subject to the following conditions:
- (a) you must not cash out an amount of paid annual leave that would result in your remaining accrued annual leave being less than 4 weeks;
 - (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing; and
 - (c) you must be paid in lieu of the amount of annual leave that you forgo, the same amount that you would have received if you had taken the leave at the time of making the election.

Your entitlement to Personal / Carer's Leave

Accrual of leave

61. If you are employed on a full time basis you will accrue 10 days of paid personal / carer's leave for each year of paid service. If you are employed on a part time basis you will accrue paid personal / carer's leave on a pro rata basis based on your ordinary hours of work.
62. Your personal / carer's leave entitlement accumulates from year to year and will accrue on the basis of $1/26^{\text{th}}$ of the number of ordinary hours worked each pay period.

Example

If you are a part time team member and work 26 ordinary hours in one week, you will accrue 1 hour of personal / carer's leave for that week.

63. You will accrue personal / carer's leave when you are on paid leave, but will not continue to accrue personal / carer's leave when you are on a period of unpaid leave.

Taking leave

64. You are entitled to take personal/carer's leave if:

- (a) you are suffering from a personal illness or injury that means you are unable to attend work (sick leave); or
- (b) you are providing care and support for a member of your immediate family or household who requires that care and support because of:
 - (i) a personal illness or injury affecting the member; or
 - (ii) an unexpected emergency affecting the member (carer's leave).

Payment for leave

65. When you take paid personal/carer's leave you will be paid for such leave at your Base Rate for the ordinary hours that you would have worked on that day or days. You are not entitled to be paid out any accrued paid personal /carer's leave on termination of your employment.

Notice and evidence

66. In order to take paid personal / carer's leave you must:

- (a) verbally notify your direct manager as soon as reasonably practicable that you will not be attending work and advise them of the period of leave you expect to take; and
- (b) if requested, supply evidence that would satisfy a reasonable person (for example, a medical certificate from a registered medical practitioner) as evidence of your entitlement to the leave.

67. If you are unable to provide a medical certificate, or your absence is for carer's leave, we may require you to provide a statutory declaration setting out the reason why you were unable to attend work.

68. You will generally be required to supply satisfactory evidence to substantiate your absence if:

- (a) you have taken more than 5 days sick leave without a medical certificate or other satisfactory evidence in any one year;
- (b) you are absent for 2 or more consecutive working days;
- (c) you are absent due to illness or injury and have exhausted all personal/carer's leave entitlements (and are not receiving workers compensation payments);
- (d) you are absent on a day before or after a public holiday or day on which you are not required to work; or
- (e) we have concerns about the genuineness of your claim for personal/carer's leave. For example, where we have identified that there is a pattern to your personal leave. Without limiting this, it may include where you have had the same day of the week off sick on 3 or more occasions without providing satisfactory evidence.

69. A member of your '**immediate family**' means:

- (a) your spouse, child, parent/step-parent, grandparent/step-grandparent, grandchild/step-grandchild, sibling/step-sibling or your guardian;

- (b) a child, parent/step-parent, grandparent/step-grandparent, grandchild/step-grandchild, sibling/step-sibling or guardian of your spouse.
- 70. **'Close immediate family'** means your spouse, sibling, child or parent, or the child of your spouse.
- 71. **'Household'** includes your relatives or other persons who ordinarily live in the same domestic dwelling.
- 72. **'Spouse'** includes the following:
 - (a) a former spouse;
 - (b) a de facto spouse;
 - (c) a former de facto spouse,irrespective of whether the persons are of the same gender or different genders.
- 73. **'Child'** includes an adopted child, stepchild, foster child, an ex-nuptial child, and an adult child

Your entitlement to Compassionate Leave

- 74. If you are a full time or part time team member you are entitled to 2 days paid compassionate leave on each occasion if a member of your immediate family or household, as defined in this agreement or a foster child of yours:
 - (a) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life; or
 - (b) passes away.
- 75. If you are a full or part time team member you will be entitled to up to an additional 3 days paid compassionate leave where a member of your close immediate family passes away.
- 76. If you are a casual team member you are entitled to compassionate leave in accordance with clause 87 on an unpaid basis.
- 77. If you are a full or part time team member you will be paid compassionate leave at your Base Rate of pay for the ordinary hours you would have worked on the day or days.
- 78. If you are required to travel interstate for the purpose of compassionate leave you will be entitled to access 2 days annual leave, or if you are a casual team member 2 days unpaid leave.
- 79. To substantiate your absence, you may be required to supply evidence that would satisfy a reasonable person.

Community Service Leave & Public Holidays

What is your entitlement to Emergency Services Leave?

- 80. Subject to our approval you are entitled to 3 days paid per calendar year for the purpose of Emergency Services Leave.
- 81. Emergency Services Leave applies if you are required to carry out duties with the State Emergency Service, Country Fire Authority or other recognised emergency service organisation in an emergency situation.
- 82. At our discretion, we may approve additional days of Emergency Services Leave until you are able to return to work. Any additional days of Emergency Services Leave will be unpaid leave unless you choose to access any of your accrued annual leave or long service leave entitlements.
- 83. Emergency Services Leave is not cumulative nor will it be paid out on termination of your employment.

What if you are required to attend for Jury Service?

- 84. If you are employed on a full time or part time basis you will be allowed leave of absence during any period when you are required to attend for jury service.
- 85. If you are allowed a leave of absence for jury service, then during that leave of absence you will be paid the difference between:
 - (a) the jury service fees that you are receiving; and
 - (b) your Ordinary Time Earnings for the period that you are attending jury service.
- 86. You will be required to provide us with proof of the jury service fees that you received and also proof of your requirement to attend and your attendance at jury service.
- 87. You must give us notice of the requirement for you to attend jury service as soon as practicable after receiving notification to attend.
- 88. If you are on jury service then you will not be required to attend work until the completion of that jury service. However, if jury service on any day is less than four hours and your ordinary rostered hours of work would otherwise be worked later or earlier in the day, you are expected to report for work for your normal rostered hours less the time spent on jury service.
- 89. If your roster at the time of being required to attend for jury service includes weekend work, you will be given time off without loss of pay so that the combination of consecutive jury and ordinary work days does not exceed the number of days on which you would normally be required to work ordinary hours in that week.

What is your entitlement to Blood Donor Leave?

- 90. If you are employed on a full time or part time basis and you are absent with our approval during ordinary working hours for the purpose of donating blood, then you will not suffer any deduction of pay up to a maximum of 2 hours on each occasion and subject to a maximum of 4 separate absences for the purpose of donating blood each calendar year.
- 91. If you are intending to donate blood, you must arrange in advance for your absence to be on a day suitable to us and to be as close as possible to the beginning or ending of your ordinary working hours.
- 92. To be entitled to blood donor leave you will provide proof of attendance at a recognised place for the purpose of donating blood and the duration of such attendance.
- 93. If you are intending to donate blood you will notify us as soon as possible of the time and date upon which you are requesting to be absent.

What is your entitlement to Study Leave?

- 94. You may apply for unpaid study leave up to 2 weeks per calendar year for the purpose of preparing for and participating in exams and assignments.
- 95. Study leave may be taken in a continuous period or in single day absences.
- 96. Study leave does not include any training that you are directed by us to undertake.
- 97. You must make a written application for study leave at least 1 month in advance.
- 98. We will endeavour wherever possible to accommodate your request for study leave. However, in the granting of study leave, such factors as your attendance record, as well as the store's operational requirements, will be taken into account.
- 99. Any period of unpaid study leave will not count as service for the calculation of other leave entitlements under this agreement.

What if there is a Natural Disaster?

- 100. Subject to our approval, you will be entitled to up to 3 days paid leave in any calendar year for the purpose of natural disaster leave.
- 101. To be eligible for natural disaster leave you must be unable to attend work because of a natural disaster. A natural disaster may include a flood, cyclone, storm surge or fire.
- 102. You will be paid natural disaster leave at your Base Rate of pay for the ordinary hours you would have worked on the day or days.
- 103. At our discretion, we may approve additional days of natural disaster leave until you are able to return to work. Any additional days of natural disaster leave will be unpaid leave unless you choose to access any of your accrued annual leave or long service leave entitlements.
- 104. Natural disaster leave is not cumulative nor will it be paid out on termination of your employment.

What is your entitlement to Defence Force Reserves Leave?

- 105. We may approve you to take up to 2 weeks leave in any calendar year for the purpose of Defence Force Reserves leave.
- 106. To be eligible for Defence Force Reserves leave you must be a member of the Australian Defence Force Reserves and such leave must be for the purpose of participating in training camps, or equivalent continuous duty.
- 107. Defence Force Reserves leave will be unpaid leave unless you choose to access any of your accrued annual leave or long service leave entitlements.
- 108. At our discretion, we may approve additional days of Defence Force Reserves leave. Any additional days of Defence Force Reserves leave will be unpaid leave unless you choose to access any of your accrued annual leave or long service leave entitlements.
- 109. If you request Defence Force Reserves leave, you must furnish evidence of your entitlement to such leave before we will approve it.

What is your entitlement to Domestic and Family Violence Leave?

- 110. We are committed to providing support to team members that experience domestic or family violence and will treat all such matters with confidentiality.
- 111. If you are employed on a full time or part time basis you may, with our approval, seek to access your accrued Personal/Carer's Leave if you are experiencing family or domestic violence. We will not unreasonably withhold access to accrued Personal/Carer's Leave if you are experiencing domestic or family violence.
- 112. You may seek to access your accrued Personal/Carer's Leave if you need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements.
- 113. If you are employed on a full time or part time basis and are supporting a member of your immediate family who is experiencing family or domestic violence, you may with our consent, access your accrued Personal/Carer's Leave to accompany them to court or hospital or to mind children.
- 114. You may be required to provide reasonable evidence to support your application to access Personal/Carer's leave because you are experiencing domestic violence such as a medical certificate, a document issued by the police service or a court, or a statutory declaration.

What is your entitlement to Accident Make Up Pay if you are in Victoria?

- 115. If you are employed on a full time or part time basis you will be entitled to accident make-up pay where:
 - (a) you suffer an injury or illness at work and you are receiving compensation for the injury or illness under the relevant Victorian workers compensation legislation; and
 - (b) the amount of compensation per week is less than your Ordinary Time Earnings.
- 116. Where you are eligible to receive accident make up pay, we will pay to you the difference between:

- (a) the compensation that you are receiving for their injury or illness under the relevant Victorian workers compensation legislation; and
- (b) your average weekly Ordinary Time Earnings calculated over the 12 month period immediately prior to the date of the injury or illness (or if you have been employed for less than 12 months, the duration of your employment).

117. Accident make-up pay will be limited to a maximum of 39 weeks.

118. The entitlement to accident make-up pay will not apply in respect of any injury or illness during the first 7 consecutive days (including non-working days) of incapacity.

Public Holidays

What is the definition of public holiday?

119. For the purpose of this agreement, the following days shall be public holidays:

- 1 January (New Year's Day);
- 26 January (Australia Day);
- Good Friday;
- Easter Monday;
- 25 April (Anzac Day);
- 25 December (Christmas Day);
- the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- 26 December (Boxing Day); and
- any other day declared to be a public holiday by or under a law of the State or Territory in which the team member is principally engaged to perform work, other than a day, or kind of day, that is excluded by the regulations made for the purposes of the Act from counting as a public holiday, and
- if, in any calendar year, only 10 public holidays have been declared as public holidays in a particular State or Territory, then one additional day as follows:
 - in Western Australia– Easter Saturday;
 - in New South Wales – the first Tuesday in November;
 - in all other states and territories – a day nominated by us.

120. If, under a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of clause 119, then the substituted day or part-day is the public holiday. Where such substitution occurs, the entitlements set out in this agreement will apply on the substituted day only, and the actual day set out in 119 above will be treated as an ordinary working day and will not attract public holiday rates.

121. If, under a law of a State or Territory, a day or part-day is declared to be an additional day for a day or part-day that is a public holiday because of clause 119, the additional day will not attract the benefits listed in clauses 124 or 125 of this Agreement.

What are your public holiday entitlements?

122. All team members are entitled to a day off on a public holiday without loss of pay however, team members may be requested to work on a public holiday.

123. If you are required to work on a public holiday:

- (a) you will be paid for any ordinary hours that you work on the day at the public holiday rate for your classification; and
- (b) if you are employed on a permanent basis and unless you agree otherwise, you will be rostered to work at least the same number of ordinary hours that you would ordinarily be required to work on that day of the week if it were not a public holiday. If we provide you with a lesser number of ordinary hours on the public holiday, then the difference in hours will be paid to you at your Base Rate; and
- (c) if you are required to work overtime on a public holiday then those overtime hours will be paid for at 300% of the applicable Base Rate for a permanent team member.

Example

If you are a full time team member, and usually work 7.6 hours per day, but only work 6 hours on a public holiday, you will be entitled to be paid for 6 hours at the public holiday rate for your classification and 1.6 hours at your Base Rate.

124. If you are a full time team member and a public holiday falls on a day you are not normally required to work, and you do not work on the public holiday, you will receive one of the following by mutual agreement (for the public holiday or the substituted day, not both):

- (a) an additional day's wages; or
- (b) an additional day's annual leave; or
- (c) another day off without loss of pay within 60 days of the public holiday or during the week prior to the public holiday; or
- (d) if mutual agreement cannot be reached, an additional day's wages.

125. If you are a part time team member, you will receive the same entitlement set out at 124 above, (for the public holiday, or the substituted day, but not both), if the public holiday falls on a day on which you are not working, and are not normally rostered to work, provided that:

- (a) you work 5 days per week on a non-alternating roster; or
- (b) the public holiday falls on a non-working day, which you are rostered to work in any other week of your roster cycle.

126. The entitlements outlined in clauses 124 and 125 above will not apply if you work your ordinary hours on Monday to Friday only and the public holiday falls on a Saturday or Sunday.

127. For the purposes of clause 124, a 'day' will mean:

- (a) 7.6 hours if you are employed on a full time basis; and
- (b) If you are employed on a part time basis, the average number of ordinary hours worked per day in the 4 weeks prior to the public holiday.

128. If you are on approved leave without pay directly before and after a Public Holiday then the Public Holiday is unpaid.

Work on public holidays

129. You acknowledge that given the nature of our business it is necessary for us to trade on public holidays and to meet operational demands we require work to be performed on those days.
130. At least 21 days in advance, we will call for volunteers to work during the following times:
- (a) on a public holiday; and
 - (b) on any day that is declared under a law of a State or Territory to be a Substituted Day; and
 - (c) after 6pm on either:
 - 24 December; or
 - 31 December.
131. If after calling for volunteers as per clause 130, there are insufficient volunteers to meet our operational needs, then subject to clause 132 we may require you to work during these times. When deciding whether or not to require you to work at these times we will consider the number of holidays that you have been given off in the past in comparison with other team members in your workplace.
132. If you are required to work on a public holiday listed in sub clause 119, then you may refuse to do so only if you have reasonable grounds for refusing such a request. When considering whether or not you have reasonable grounds for refusing such a request, we will have regard to those factors as set out in the Act.
133. The 21 days' notice specified in clause 130 will be shortened if the declaration of the public holiday occurs less than 21 days before the date of the public holiday.
134. If the Christmas Day public holiday is substituted to a day other than 25 December any work performed on 25 December will be paid at the same rate as overtime.

Termination, Redundancy and Consultation

What notice is required to terminate your employment?

135. If you are a permanent team member, your employment may be terminated by either us or you giving at least the following notice in writing or payment in lieu (based on the amount you would have received had you continued working during your notice period, including penalties, loadings, allowances and other separately identifiable entitlements):

Your period of continuous service	Period of notice
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

136. If you are 45 years of age or older with at least two years of continuous service then we must give you one extra week of notice if we terminate your employment.
137. If you terminate your employment and do not give us the right amount of notice, we can withhold an amount from your final pay equal to the Ordinary Time Earnings that you would have earned for the period of notice that you failed to give. We may agree to reduce the amount of notice that you are required to give us.
138. There is no requirement for us to give you notice of termination:
- (a) if you are employed on a casual basis; or
 - (b) if you are employed on a fixed term or fixed task basis; or
 - (c) where your employment is terminated because of serious misconduct (for example: drunkenness, theft, fraud, assault, refusal to carry out a lawful and reasonable instruction, conduct that causes a serious and imminent risk to health and safety, or the reputation, viability, or profitability of our business);
 - (d) if you are a team member to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement and the employment is terminated at the end of that period.

Abandoning your employment

139. If you are absent from work for 3 or more consecutive shifts, without our consent and without notification to us, you may be deemed by us to have abandoned your employment. Subject to reasonable endeavours by us to contact you and there being no genuine reason for your

failure to notify us, then we will be entitled to treat the employment as having been terminated at your initiative.

What is our duty to consult over the introduction of major changes?

140. Where we have made a definite decision to introduce major changes in production, program, organisation, structure of technology that are likely to have significant effects on team members, we will notify those team members.
141. "Significant effects" include termination of employment, major changes in the composition, operation or size of our 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 team members to other work locations and the restructuring of jobs. An exception to these cases will be where this agreement makes provision for alterations of any of the matters referred to in this clause. In those cases the alteration will be deemed not to have significant effect.
142. We will discuss with the team members affected the introduction of the changes referred to in clause 140, the effects that the changes are likely to have on team members and measures to avert or mitigate the adverse effects of such changes on team members.
143. The discussions between us and affected team members will commence as early as practicable after a definite decision has been made by us to make the changes referred to in clause 140.
144. For the purposes of the discussions, we will provide in writing to the team members concerned all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on team members and any other matters likely to affect team members, provided that we will not be required to disclose any confidential information.
145. The parties may appoint a representative for the purposes of this consultation process.

What is our duty to consult over roster changes?

146. We will consult team members about a proposed change to their regular roster or ordinary hours of work.
147. When consulting team members about a change to their regular roster or ordinary hours of work, we must:
 - (a) provide information to team members, and their representatives (if any), about the change; and
 - (b) invite team members and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities, study commitment and concerns in relation to safe transportation home); and
 - (c) give prompt, genuine and proper consideration to any views about the impact of the change that are given by the team members or their representatives (if any).

What if your position is made redundant?

148. Unfortunately sometimes it is necessary to terminate someone's employment because their position has been made redundant.
149. If you are employed on a full time or part time basis and your position becomes redundant then our preferred option is to transfer you to an acceptable alternative position rather than terminating your employment. If this occurs you will not be entitled to any severance pay, but if you are employed on a full time or part time basis you will be entitled to be given notice of the change, in accordance with the notice periods in either clause 135 or 136. If the alternative position is a lower paid position then your ordinary time rate will be maintained at the higher rate for the notice period.
150. Subject to clauses 149 and 151, if your employment is terminated because your position was made redundant, then you will be entitled to be paid severance pay in accordance with the following table:

Years of Continuous Service	Severance Pay (if you under 45 years of age)	Severance Pay (if you are 45 years of age or older)
Less than 1 year	Nil	Nil
1 year but not more than 2 years	4 weeks' pay	5 weeks' pay
More than 2 years but not more than 3 years	7 weeks' pay	8.75 weeks' pay
More than 3 years but not more than 4 years	10 weeks' pay	12.5 weeks' pay
More than 4 years but not more than 5 years	12 weeks' pay	15 weeks' pay
More than 5 years but not more than 6 years	14 weeks' pay	17.5 weeks' pay
More than 6 years	16 weeks' pay	20 weeks' pay

151. Severance payments will be calculated based on your Ordinary Time Earnings.
152. Subject to clause 153, if we make the decision to terminate your employment because your position is made redundant, then you will be allowed up to one day's time off without loss of pay during each week of the notice period for the purpose of seeking other employment. If you have been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, you will, at our request, be required to produce proof of attendance at an interview or you will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
153. You will not be entitled to severance payments or the entitlement contained within clause 150, if:
- (a) you are employed on a casual basis;
 - (b) you are employed on a fixed term or fixed task basis.
 - (c) the Fair Work Commission makes an order to that effect;
 - (d) any of the employers that are party to this agreement offer you employment in an alternative position and that offer contains terms and conditions that are substantially similar to and no less favourable, considered on an overall basis, than

the terms and conditions applicable to you immediately prior to your original position being made redundant.

- (e) the business or part of the business is transmitted from us ("current employer") to another entity ("the new employer"), and:
 - (i) you receive an offer of employment from the new employer; and
 - (ii) that offer contains terms and conditions that are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to you at the time of ceasing employment with us; and
 - (iii) the offer provides that the new employer will recognise the period of continuous service that you had with us to be continuous service with the new employer.

Other conditions

Will you be supplied with clothing?

- 154. If you are employed on a full time basis you will receive 5 supplied shirts in the first year of your employment and then 3 shirts in each subsequent year.
- 155. If you are employed on a part time or casual basis you will receive up to 3 supplied shirts each year.
- 156. If you have been employed by us for at least 12 months you may elect to forego your entitlement to 3 supplied shirts in favour of either a jacket or vest.
- 157. If, as a result of fair wear and tear, you require an additional replacement shirt then you may approach your immediate Manager with your request. You may be provided with up to 2 additional replacement shirts per year.
- 158. Your supplied shirts represent our preferred clothing. You are not, however, required to wear these shirts.
- 159. If you are employed within one of the DC classifications you will be issued with a winter jacket or vest. The winter jacket or vest will be replaced by us every year based on fair wear and tear.
- 160. If you are employed within one of the DC classifications you will receive up to \$100 annual reimbursement per year of service for steel capped safety boots subject to the following conditions:
 - (a) you provide us with a tax invoice for the purchase of the safety boots;
 - (b) the boots are purchased for work purposes; and
 - (c) the boots comply with Australian standards.

Are you entitled to a team member discount?

- 161. We will offer you a team member discount.
- 162. The conditions that apply to the team member discount will be as per our policy. This policy does not form part of this agreement.
- 163. To be entitled to the team member discount for a particular purchase, you will be required to show your team member ID Card and photo identification on purchasing the item(s).
- 164. If you are employed on a casual basis for a number of engagements over a period of less than 1 month then you are not entitled to the team member discount.
- 165. If you have not worked a shift for a period of 2 months we may, at our absolute discretion, withdraw your entitlement to the team member discount. This clause does not apply to those team members who are on authorised absences approved by us.

Can you be employed on a Supported Wage?

- 166. You may be engaged under the Supported Wage System in accordance with the Full Bench Decision of the Australian Industrial Relations Commission of 10 October 1994 (Print L 5723). This decision specifies the conditions that will apply to team members who because of the effects of a disability are eligible for a supported wage.
- 167. You should contact our HR Department for a copy of the relevant decision.
- 168. If you are employed under the Supported Wage System you will be paid the rates of pay applicable at the time of employment. The 10% minimum rate level will reflect all national wage increases that have occurred.

First Aid Training

- 169. If you are employed on a full time or part time basis, then upon your request we may agree to pay the cost of a first aid training course for you. We may agree to also cover the costs of you maintaining those qualifications.
- 170. If you are appointed to the duty of Shift Supervisor you may be required to undertake a first aid course. If this is required of you, we will pay for the cost of a first aid training course for you. We may also cover the cost of you maintaining the first aid qualification if it is necessary in the circumstances.

What if you attend a training session?

- 171. You will be given at least one weeks' notice of the requirement to attend a training session or team meeting that is outside your ordinary hours of work.
- 172. If we declare that it is not compulsory for you to attend a training session or team meeting then you will receive no payment or allowance for attending. It will be entirely at your discretion as to whether or not you decide to attend. If you decide not to attend, we will not treat you less favourably than a team member who decides to attend, because of your decision.
- 173. If you are directed to attend a compulsory training session or team meeting you will be entitled to the minimum shift payment in accordance with clause 13(i). This will not count as an additional shift for any purpose under this agreement.
- 174. If a compulsory training session or team meeting takes place on your normal working day, you will be paid at the ordinary rate of pay even if the training session or team meeting extends beyond ordinary hours.

Can you be transferred to another workplace?

- 175. We may transfer you to another one of our workplaces without your agreement so long as it is within a reasonable distance of your principal place(s) of work. Your transportation requirements will be taken into consideration.

What if you are required to travel for work purposes?

- 176. If you are required to use your own car for work purposes (not including travel between your primary place(s) of work and home), you will be paid on a distance basis at the applicable

rate in accordance with the table below. You will also be reimbursed for any reasonable and additional expenses associated with this work related travel, for example tolls and parking fees.

177. If you temporarily work for us in a place other than your primary place(s) of work, you will be paid a per kilometre for the additional kilometres you travel in your own car to the temporary place of work (not including the normal distance that would have been travelled between your home and your primary place(s) of work), based on the following table:

Engine capacity		Cents per kilometer
Ordinary car	Rotary engine car	
1600cc (1.6 litre) or less	800cc (0.8 litre) or less	65 cents
1601cc - 2600cc (1.601 litre - 2.6 litre)	801cc - 1300cc (0.801 litre - 1.3 litre)	76 cents
2601cc (2.601 litre) and over	1301cc (1.301 litre) and over	77 cents

178. If you are travelling to the temporary place of work by public transport you are entitled to be paid reasonable additional fare costs to the temporary place of work (not including any fare costs that would have been incurred between your home and your primary place(s) of work).
179. The rates provided for in clause 177 will increase with any increase in ATO rates per business kilometre.

What if you work in the Dangerous Goods Area in one of our DCs?

180. If you are employed on a full time basis under one of our DC classifications, have completed all specific Dangerous Goods certified training chosen by the company and are appointed to work in the Dangerous Goods area, you will be paid an allowance of \$20 per week. This allowance will be paid in any week in which you are required to work in the Dangerous Goods area. If you are appointed to work in the Dangerous Goods area for less than a week, a daily allowance of \$4 will apply. If you are employed on a part time or casual basis you will receive the Dangerous Goods allowance on a proportionate basis, based on the number of hours you work in the week in which the allowance applies (excludes handling of Dangerous Goods only).

Our commitment to maximising permanent employment opportunities

181. The parties are committed to maximising permanent employment.
182. Where we consider that existing rostered hours of work can be conveniently combined to provide permanent employment, we will arrange for those team members that are employed on a casual basis who are willing and able to commence on a full time or part time basis to fill any available permanent positions. However, the team member who is employed on a casual basis must be deemed by us to have the knowledge, skills and abilities to be able to perform in the permanent position before it is offered to them.

Can you be employed on a qualifying period?

183. If you are employed on a full time or part time basis then you will be on a qualifying period for the first 6 months of your employment with us. If you are on unpaid leave during any of this period, then your qualifying period will be extended by the amount of leave that you have taken during that first 6 month period.
184. This clause does not affect any applicable minimum employment period under the Act.

Can you be employed on a fixed term / task contract?

185. You may be employed for a fixed term or for a fixed task. Such fixed term or fixed task contracts will be for a maximum period of 52 weeks, or 104 weeks for parental leave replacement contracts.
186. If you were employed by us immediately prior to commencing a fixed term / task contract, then if that fixed term / task contract ends of its own fruition (at the pre-determined end date for a fixed term contract) or for operational reasons, then we will offer you continued employment in the same employment type and classification level as you were previously employed in prior to entering into the fixed term / task contract. If you were employed on a permanent basis, then should we fail to make this offer to you, then you will be paid severance pay in accordance with clause 150 of this agreement.
187. If you have accrued annual leave at a higher ordinary time rate whilst on a fixed term / task contract than your Base Rate applying immediately prior to entering into the fixed term / task contract, then at the conclusion of the fixed term / task contract you will be paid out the difference between the value of the annual leave accrued whilst on the contract and the value of the annual leave that you would have accrued during that same period if you had not accepted the fixed term / task contract.

Dispute resolution procedure

What types of disputes does this procedure apply to?

188. The dispute resolution procedure in this section applies to disputes about matters arising under this agreement or the National Employment Standards between us and team member(s).
189. In this section, 'parties' means a party to the dispute or the parties to the dispute.
190. The parties may separately appoint a representative of their choosing for the purposes of the procedures in this section.

The parties must firstly attempt to resolve the dispute at the workplace level

191. Firstly, there must be a genuine attempt to resolve any disputes at the workplace level between the team member(s) involved and their immediate Supervisor(s).
192. If the dispute remains unresolved or it is inappropriate for the matter to be dealt with between the team member(s) involved and their immediate Supervisor(s), there must be a genuine attempt to resolve the dispute via discussions between the team member(s) involved and their next level of management.
193. If the dispute remains unresolved, there must be a genuine attempt to resolve the dispute via discussions between the team member(s) involved and our Human Resource representative.

What is the process if the dispute cannot be resolved at the workplace level?

194. If the dispute is unable to be resolved at the workplace level, and all of the steps referred to in clauses 191 to 193 have been taken, either party to the dispute may refer the matter(s) in dispute to the Fair Work Commission (**FWC**).
195. The FWC may deal with the dispute in 2 stages:
- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Whilst the dispute is being resolved...

196. While the dispute is being resolved, work must continue as usual.

Flexibility term

197. Notwithstanding any other provision of this agreement, we may agree with you to vary the application of certain terms of this agreement to meet the genuine needs of us and you on an individual basis. Those terms relate to the following:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
198. We are required to ensure that any individual flexibility arrangement agreed under this clause:
- (a) is about matters that are permitted under the Act;
 - (b) does not include a term that would be an unlawful under the Act;
 - (c) is in writing, names the parties to the individual flexibility arrangement and is signed by us and you and, if you are under 18 years of age, your parent or guardian;
 - (d) states each term of this agreement that the parties have agreed to vary;
 - (e) details how the application of each term has been varied by agreement between the parties;
 - (f) has been genuinely made without coercion or duress;
 - (g) results in you being better off overall than you would have been if no individual flexibility arrangement had been agreed to;
 - (h) details how the individual flexibility arrangement results in you being better off overall;
 - (i) states the date upon which the individual flexibility arrangement commences to operate; and
 - (j) specifies that the arrangement may be terminated:
 - (i) by either party giving not more than 28 days' notice of termination, in writing, to the other party; or
 - (ii) at any time, by written agreement between you and us.
199. We will give you a copy of the individual flexibility arrangement within 14 days after it is agreed to.
200. The individual flexibility arrangement must not require the approval or consent of a person other than us and you (unless you are under 18 years of age in which case approval of your parent or guardian is required).

201. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between you and us contained in any other term of this enterprise agreement.

Union matters

Trade Union Training Leave

202. Union Delegates shall be granted up to six days leave with pay each calendar year, not cumulative, to attend courses conducted or approved by the Relevant Union, which are designed to promote good industrial relations.
203. The application to us must be in writing and include the nature, content and duration of the course to be attended.
204. The granting of leave pursuant to this clause shall be subject to the team member or the Relevant Union giving not less than 4 weeks' notice of the days on which the course will be held and the venue of such course.
205. Leave of absence granted pursuant to this clause, shall count as service for all purposes of this agreement.
206. A team member may be required to satisfy us of attendance at the course to qualify for payment of leave.
207. Unless we agree otherwise, the leave may not be taken during the following times:
 - (a) the three week period immediately prior to Christmas Day;
 - (b) the three week period immediately after Christmas Day;
 - (c) the week immediately preceding and subsequent to Easter Sunday;
 - (d) a recognised peak trading period; or
 - (e) a time when the Union Delegate cannot be released from work due to extraordinary circumstances as agreed between us and the Branch Secretary of the Relevant Union that the Union Delegate represents.

Union Delegates

208. The Employer recognises the Union Delegates (maximum of one union delegate per Delegate Area – see definitions) who are appointed by the Relevant Union as performing the function of on-site representative of the Relevant Union, noting that their duty as a team member is paramount.
209. Delegates' on-site business:

Union Delegates will be allowed, subject to prior notification to their supervisor or manager, reasonable paid time (up to 2 hours per month) during their ordinary working hours to conduct legitimate on-site Relevant Union business with workers including collection of information from workers. Union Delegates shall have reasonable access to resources to perform their role, including a private meeting room and access to a telephone, fax machine, email, intranet and photocopier.

Provided:

- (a) that it is for the purpose of genuine Relevant Union business;
- (b) it does not unduly interfere with the work of the Union Delegate and / or any other team member;
- (c) that it will not oblige us to make any payment to the Union Delegate for any period in which they are engaged in industrial action (whether or not such action is protected); and
- (d) that if it involves the Union Delegate having to stop work, the Union Delegate has provided us with prior notice of the intention to stop work and the precise nature of the Relevant Union business that they are stopping work to attend to;

210. We may withdraw or withhold the Union Delegate's access to and use of our email system where:

- (a) the Union Delegate accesses or uses our email system for any purpose other than to directly communicate with the Relevant Union that he/she represents or a Union Delegate of that Relevant Union;
- (b) the Union Delegate accesses or uses our email system other than in accordance with our policy on '*Acceptable Use of Email and Internet Services*' as amended by us from time to time (this policy does not form part of this agreement);
- (c) the Union Delegate has not gained prior approval from the DC Manager or their immediate supervisor to spend time accessing or using our email system;
- (d) the time spent by the Union Delegate accessing and using our email system becomes disruptive to normal operations or our email system;
- (e) our Human Resource Manager has not received at least 4 weeks' notice from the Relevant Union that the Union Delegate requires access to our email system.

Union Meetings

211. Team members attending Union meetings on site will be granted paid release for up to two hours ordinary time annually for these meetings, subject to the following conditions:

- (a) the Relevant Union for team members in a particular premises may only convene two (2) such paid union meetings in that particular premises in each calendar year;
- (b) the Relevant Union must give our Human Resource Manager at least 7 days prior notice of the paid union meeting. Such paid union meetings will only take place once we have given our prior agreement to the time and date of the meeting. We will not unreasonably refuse to agree on a time and date for such a meeting;
- (c) only those team members that are, or are eligible to become, members of the Relevant Union are permitted to attend the paid union meeting; and
- (d) such paid union meetings will not unduly interfere or disrupt the performance of work.

Notice Board

212. We will allow the Union Delegate to place formal notices from the Relevant Union that have been approved by us, on notice boards within the Delegate Area that they represent.

Payroll Deductions

213. Where written authority is provided by the team member, we will deduct union membership fees from the team member's wages or salary and remit them, along with a schedule of such contributions, to the Relevant Union at monthly intervals. The team member authorises us to deduct fees when the team member completes a NUW or SDA membership card authorising payroll deductions.

Renegotiation of Agreement

214. The Employer, team members and the Union ("the parties") agree to commence negotiations for a new enterprise agreement to succeed this agreement at least 3 months before the nominal expiry date of this agreement. The parties intend to conclude these negotiations prior to the nominal expiry date.
215. These negotiations will be conducted on a collective basis between the parties.

Classifications

Retail Classifications

Retail Team Member

216. If you are employed as a Retail Team Member you will usually work under general supervision but are still expected to be willing and able to work without direct supervision and to make your own decisions when necessary.
217. Expectations of Super Retail Group team members include the following:
- Ability to communicate effectively;
 - Complete all training requirements for your position;
 - Possess detailed stock knowledge;
 - Follow reasonable management instruction;
 - Abide by company policies and procedures; and
 - Perform your role within safety guidelines.
218. Super Retail Group team members will be required to undertake a varying range of responsibilities. These responsibilities may include, but are not limited to:
- | | |
|------------------------------|---|
| (i) Customer Service | (ii) Stock Work & Replenishment |
| (iii) Merchandising | (iv) Housekeeping and Incidental Cleaning |
| (v) Administrative Tasks | (vi) Asset Protection |
| (vii) WHS Procedures | (viii) Audit Requirements |
| (ix) Training | (x) Stocktake |
| (xi) Point of Sale Operation | (xii) Goods Receipting |
219. Responsibilities may include work of a manual nature.
220. These responsibilities may change over time with the addition of other responsibilities as Super Retail Group may reasonably require in order to meet the operating needs of the business and will be within the limits of the team member's skills, competence or training.
221. The team member will work as part of a team to ensure that productivity standards are achieved. The team member will conscientiously and diligently carry out responsibilities in respect of the Super Retail Group business and will use his or her best endeavours to promote and enhance the Super Retail Group business.

Shift Supervisor

222. Where a Store Manager and Assistant/Floor Manager are absent from a store (other than an absence on a work break i.e. meal or rest break) or when performing duties away from the store, we may offer, and you may accept, a temporary appointment to the duty of Shift Supervisor.

223. Whilst appointed to the classification of Shift Supervisor, you could be required to perform any of the duties of a Retail Team Member and any of the following:
- supervising the store and the team members;
 - opening and / or closing the store.
224. Holding store keys is not determinative of being appointed to the classification of Shift Supervisor.

Trainee Bike Mechanic

225. As a Trainee Bike Mechanic you will be expected to perform all of the duties of a Retail Team Member, and your duties will also include :

- servicing and repair of bikes;
- customer service (including processing of sales at Point of Sale);
- maintaining a clean and safe workshop;
- building of bikes for shop floor;
- ordering of parts and accessories;
- managing workshop bookings;
- maintenance of workshop tools and equipment; and
- assisting other team members with technical questions.

226. As a Trainee Bike Mechanic you will:

- have less than 2 years' experience as a bike mechanic but have been assessed by us as being competent in this function;
- be currently in the process of completing your qualification as a bike mechanic.

Qualified Bike Mechanic (or equivalent)

227. If you are employed as a Qualified Bike Mechanic (or equivalent) your duties will include all the duties of a Trainee Bike Mechanic.

228. As a Qualified Bike Mechanic (or equivalent) you will also need to:

- hold a current qualification in bike mechanic operations; or
- have at least 2 years' experience as a bike mechanic and have been assessed by us as being competent in this function.

DC Classifications

229. The following table outlines the DC classifications and their descriptions. Team members will be paid in accordance with the classification level that most accurately reflects the tasks that they are performing on a regular basis.

Classification Level	Description
DC Team Member Grade 1	<p>The indicative duties of a team member at this level include but are not limited to:</p> <ul style="list-style-type: none"> ➤ allocating and retrieving goods from specific warehouse areas; ➤ selecting goods and assembling orders including but not limited to carton maintenance, RF picking, voice picking and dangerous goods picking where applicable; ➤ Cross Dock and Flow Thru activity; ➤ conducting periodic stock checks; ➤ preparing and receiving appropriate documentation; ➤ general housekeeping duties; ➤ unloading and loading trucks (except via the licensed operation of counter balance or high reach (LF) or order picker (LO)); ➤ using PDT's and Voice terminals to record stock picked during each shift; ➤ packing goods for transport; ➤ other equivalent level duties; ➤ operation of all appropriate material handling equipment (except the licensed operation of ride-on forklifts and ride-on high lifts); ➤ basic maintenance at the distribution centre using tools; ➤ replenishing of pick faces including Fill Active; ➤ ticketing and tagging; and ➤ other general warehousing duties.
DC Team Member Grade 2	<p>This classification level will apply to those team members who as well as being required to perform those duties described in Grade 1:</p> <ul style="list-style-type: none"> ➤ have been appointed by us to this level. To be eligible for appointment by us to this level in such a way, the team member must have been assessed by us as being competent in at least 1 speciality function.
DC Team Member Grade 3	<p>This classification level will apply to those team members who as well as being required to perform those duties described in Grade 2:</p> <ul style="list-style-type: none"> ➤ have been appointed by us to this level. To be eligible for appointment by us to this level, the team member must have been assessed by us as being competent in at least 2 speciality functions.
DC Team Member Grade 4	<p>This classification level will apply to those team members who as well as being required to perform those duties described in Grade 3:</p> <ul style="list-style-type: none"> ➤ have been appointed by us to this level. To be eligible for appointment by us to this level, the team member must have been assessed by us as being competent in: <ul style="list-style-type: none"> ○ at least 3 speciality functions; or ○ the Inventory speciality function.

DC Team Leader

This classification level will apply to those team members who as well as being required to perform those duties described in Grade 4:

- have been appointed by us to this level; and
- are responsible for the supervision of other team members.

230. For the purposes of this agreement, a 'specialty function' is defined below:

Speciality Function	Description
Forklift operating including Counter Balance or High Reach (LF) & Order Picker (LO)	<p>You must have:</p> <ul style="list-style-type: none">➤ an authorised license to perform high risk work which has a valid date of expiry;➤ been assessed by us as being competent in this function and are required in your role to operate a forklift or order picker and have worked within the role for at least 152 hours within a consecutive 3 month period.
Receiving	<p>You must have:</p> <ul style="list-style-type: none">➤ been assessed by us as being competent in the system functionality of inbound operations, including, but not limited to, inbound putaway functions and Inbound Receiving functions;; and➤ after being assessed, worked within the receiving section of the distribution centre for at least 152 hours within a consecutive 3 month period.
Despatch - consolidation	<p>You must have:</p> <ul style="list-style-type: none">➤ been assessed by us as being competent in this function including the standards for consolidating product, pallets and totes, as well as the system functionality for outbound consolidation; and➤ after being assessed, worked within the despatch (consolidation) section of the distribution centre for at least 152 hours within a consecutive 3 month period.
Despatch – Transport (This also includes the use of the Warehouse Management program)	<p>You must have:</p> <ul style="list-style-type: none">➤ been assessed by us as being competent in this function including using the system functionality; and➤ after being assessed, worked within the despatch (Transport) section of the distribution centre for at least 152 hours within a consecutive 3 month period.
Inventory	<p>You must have:</p> <ul style="list-style-type: none">➤ been assessed by us as being competent in this function including using the system functionality for Inventory Management; and➤ after being assessed, worked within the inventory section of the distribution centre for at least 304 hours within a consecutive 6 month period.

Operations Desk (This includes assisting the manager control workflow, associated functions and management of the gatehouse)

You must have:

- been assessed by us as being competent in this function as well as the system functionality including wave management; and
- after being assessed, worked within the operations desk section of the distribution centre for at least 152 hours within a consecutive 3 month period.

Replenishment (This is the function of replenishing from reserve not including active fill)

You must have:

- been assessed by us as being competent in this function as well as the system functionality including Outbound Replenishment; and
- after being assessed, worked within the replenishment section of the distribution centre for at least 152 hours within a consecutive 3 month period.

231. To ensure that there is a fair and transparent process in regards to accessibility to training, we will provide an annual training plan for the DC that will contain a nominal number of training opportunities that will be made available within each of the specialty functions. The number of training opportunities that are offered will be determined by operational requirements as determined by us.
232. If you are temporarily appointed to a higher DC classification for more than 4 hours on any one day then you will be paid for the whole day at the applicable rate of pay for the higher classification. This excludes moving into a role that has a higher classification in order to be trained.

Administrative Team Member Classifications

233. The administrative team member classifications only apply to you if you are employed by us in a position whose primary responsibilities include administration tasks.

Administrative Team Member Level 1

234. An Administrative Team Member Level 1 may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

Tasks indicative of an Administrative Team Member Level 1 include:

- reception, directing calls, issuing and receiving standard forms, relaying internal information and initial greeting of visitors;
- maintenance of basic records;
- filing, collating, photocopying etc; and
- handling or distributing mail including messenger service.

Administrative Team Member Level 2

235. An Administrative Team Member Level 2 has had sufficient experience and/or training to enable them to carry out their assigned duties under general direction. Whilst they are responsible and accountable for their own work, in some situations detailed instructions may be necessary. The work of these team members may also be subject to final checking and as required progress checking.

Tasks indicative of an Administrative Team Member Level 2 include:

- reception as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position.
- computer use including key software programs (eg. Word, Excel, Powerpoint)
- maintenance of records relating to the following:
 - reconciliation of accounts;
 - invoices;
 - payroll data;
 - letters etc; and
- provide general advice and information on the organisation's products and services, e.g. front counter/telephone.

Administrative Team Member Level 3

236. An Administrative Team Member Level 3 is able to perform specialised or non-routine tasks or features of the work. Team members require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.

Tasks indicative of an Administrative Team Member Level 3 include:

- prepare financial reports
- cash payment summaries
- banking report and bank statements;
- maintain wage and salary records;
- provide specialised advice and information on the organisation's products and services;
- respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills; and
- experienced computer use including key software programs (eg. Word, Excel, PowerPoint)

Administrative Team Member Level 4

237. An Administrative Team Member Level 4 has achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a pre-requisite, a principal feature of this level is supervision of team members in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.

Tasks indicative of an Administrative Team Member Level 4 are:

- executive support services which may include the following: maintain executive diary; attend organisational meetings and take minutes;
- able to prepare financial/tax schedules, calculate costings and/or wage and salary requirements; complete personnel/payroll data for authorisation; reconciliation of accounts to balance.
- advise on/provide information on one or more of the following:
 - employment conditions
 - workers compensation procedures and regulations;
 - superannuation entitlements, procedures and regulations; and
- experienced computer use including key software programs (eg. Word, Excel, Powerpoint)

Definitions/Interpretation

238. **'Act'** means the *Fair Work Act 2009*, as varied from time to time.
239. The words **'you'**, **'your'** and **'yourself'** are to be interpreted as referring to team members to whom this agreement applies.
240. The words **'us'**, **'our'** or **'we'** are to be interpreted as referring to the applicable Employer listed in section 1 of this agreement.
241. **'Base Rate'** means your ordinary time rate as set out in Appendix A (Wages) but does not include:
- (a) your Sunday rate;
 - (b) your public holiday rate; or
 - (c) any other penalties, loadings or allowances.
242. **'Casual basis'** means being employed on an hourly basis. Casual team members are paid a loaded Base Rate to compensate for the fact that they are not entitled to annual leave, paid personal/carer's leave, paid parental leave, paid compassionate leave, notice of termination, redundancy benefits, and other attributes of permanent employment.
243. **'Continuous Shift Worker'** will apply to you if all of the following are present:
- (a) you work in a store or DC where shifts are rostered 24 hours per day, 7 days per week;
 - (b) you work across those shifts; and
 - (c) you regularly work Sundays and public holidays.
244. **'Delegate Areas'** means:
- (a) in the case of the SDA, each of:
 - i. our Area Manager group of stores; and
 - ii. the day, afternoon and night shifts in our Western Australian distribution centre.
 - (b) In the case of the NUW – each of the day, afternoon and night shifts in our distribution centres other than in Western Australia.
245. **'Ordinary hours'** means those hours that you work that are within ordinary hours as defined in clause 31 of this agreement.
246. **'Mutual Agreement'** means agreement between you and us, as the context requires.
247. **'Ordinary Time Earnings'** means the number of ordinary hours that you are normally required to work during the period in question, multiplied by your Base Rate.
248. **'Permanent basis'** means either a full time or part time basis.

249. **'Peak Needs'** means:

- (a) the 4 weeks prior to, and the 2 weeks following, Christmas each year;
- (b) during stocktake each year;
- (c) the week prior to, and the week following, Easter each year; and
- (d) during new store set ups and refurbishments.

250. **'Relevant Union'** means:

- (a) the SDA for team members that are, or are eligible to become, members of the SDA and who are not employed within our Queensland or Victorian distribution centres; and
- (b) the NUW for team members that are, or are eligible to become, members of the NUW and who are employed in distribution centres other than in Western Australia.

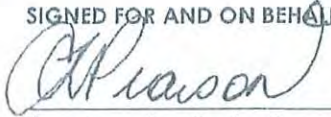
251. **'Team member'** means employees to whom this agreement applies.

252. **'Union Delegate'** means a team member:

- (a) who has been duly elected or appointed by their Relevant Union, in accordance with the Relevant Unions rules, as that Relevant Union's delegate for one of the Relevant Union's Delegate Areas; and
- (b) who is employed by us to work in the Delegate Area that they represent.

Signatories

SIGNED FOR AND ON BEHALF OF THE EMPLOYERS



Signature of authorised person

TABITHA PEARSON

Full name

SUPER RETAIL GROUP
751 GYMPIE ROAD
LAWNTON Q 4501

Address

CHIEF HUMAN RESOURCES OFFICER

SUPER RETAIL GROUP

Authority to sign the Agreement

SIGNED FOR AND ON BEHALF OF:



Signature of authorised person

SAM ROBERTS

Full name

N.Y.W
833 BOURKE ST
DOCKLANDS VIC 3008

Address

GENERAL BRANCH SECRETARY

Authority to sign the Agreement

SIGNED FOR AND ON BEHALF OF:



Signature of authorised person

GERARD DWYER

Full name

Level 6

53, QUEEN ST, MELBOURNE

Address

NATIONAL SECRETARY - TREASURER

Authority to sign the Agreement

Wages

Retail Wages

253. If you are employed as a Retail Team Member or Trainee Bike Mechanic you will be paid the following gross hourly wage rates from the commencement of this agreement:

	Full Time and Part Time - Retail Team Member					Casual - Retail Team Member				
	Base Rate	Sunday Rate	Public Holiday Rate	Overtime Monday to Saturday (inclusive)	Overtime Sunday	Base Rate	Sunday Rate	Public Holiday Rate	Overtime Monday to Saturday (inclusive)	Overtime Sunday
16 years and under	\$10.20	\$16.32	\$25.49	\$15.30	\$20.39	\$12.75	\$17.84	\$25.49	\$15.30	\$20.39
At 17 years	\$12.24	\$19.58	\$30.59	\$18.35	\$24.47	\$15.30	\$21.41	\$30.59	\$18.35	\$24.47
At 18 years	\$14.28	\$22.84	\$35.69	\$21.41	\$28.55	\$17.84	\$24.98	\$35.69	\$21.41	\$28.55
At 19 years	\$17.33	\$27.74	\$43.34	\$26.00	\$34.67	\$21.67	\$30.34	\$43.34	\$26.00	\$34.67
At 20 years	\$20.39	\$32.63	\$50.99	\$30.59	\$40.79	\$24.22	\$33.91	\$48.44	\$29.06	\$38.75
At 21 Years and above (adult)	\$20.39	\$32.63	\$50.99	\$30.59	\$40.79	\$25.49	\$35.69	\$50.99	\$30.59	\$40.79

254. If you are employed as a Retail Team Member or Trainee Bike Mechanic you will be paid the following gross hourly wage rates from the first full pay cycle on or after 1 July 2016:

	Full Time and Part Time - Retail Team Member					Casual - Retail Team Member				
	Base Rate	Sunday Rate	Public Holiday Rate	Overtime Monday to Saturday (inclusive)	Overtime Sunday	Base Rate	Sunday Rate	Public Holiday Rate	Overtime Monday to Saturday (inclusive)	Overtime Sunday
16 years and under	\$10.48	\$16.24	\$26.19	\$15.72	\$20.95	\$13.10	\$18.34	\$26.19	\$15.72	\$20.95
At 17 years	\$12.57	\$19.49	\$31.43	\$18.86	\$25.15	\$15.72	\$22.00	\$31.43	\$18.86	\$25.15
At 18 years	\$14.67	\$22.74	\$36.67	\$22.00	\$29.34	\$18.34	\$25.67	\$36.67	\$22.00	\$29.34
At 19 years	\$17.81	\$27.61	\$44.53	\$26.72	\$35.62	\$22.26	\$31.17	\$44.53	\$26.72	\$35.62
At 20 years	\$20.95	\$32.48	\$52.39	\$31.43	\$41.91	\$24.88	\$34.84	\$49.77	\$29.86	\$39.81
At 21 years and above (adult)	\$20.95	\$32.48	\$52.39	\$31.43	\$41.91	\$26.19	\$36.67	\$52.39	\$31.43	\$41.91

255. If you are employed as a Retail Team Member or Trainee Bike Mechanic you will be paid the following gross hourly wage rates from the first full pay cycle on or after 1 July 2017:

	Full Time and Part Time - Retail Team Member					Casual - Retail Team Member				
	Base Rate	Sunday Rate	Public Holiday Rate	Overtime Monday to Saturday (inclusive)	Overtime Sunday	Base Rate	Sunday Rate	Public Holiday Rate	Overtime Monday to Saturday (inclusive)	Overtime Sunday
16 years and under	\$10.77	16.15	\$26.91	\$16.15	\$21.53	\$13.46	\$18.84	\$26.91	\$16.15	\$21.53
At 17 years	\$12.92	\$19.38	\$32.30	\$19.38	\$25.84	\$16.15	\$22.61	\$32.30	\$19.38	\$25.84
At 18 years	\$15.07	\$22.61	\$37.68	\$22.61	\$30.14	\$18.84	\$26.38	\$37.68	\$22.61	\$30.14
At 19 years	\$18.30	\$27.45	\$45.75	\$27.45	\$36.60	\$22.88	\$32.03	\$45.75	\$27.45	\$36.60
At 20 years	\$21.53	\$32.30	\$53.83	\$32.30	\$43.06	\$25.57	\$35.80	\$51.14	\$30.69	\$40.91
At 21 years and above (adult)	\$21.53	\$32.30	\$53.83	\$32.30	\$43.06	\$26.91	\$37.68	\$53.83	\$32.30	\$43.06

256. If you are appointed to the duty of Retail Team Shift Supervisor for 2 hours or less on a particular day, then you will receive the 2 hour allowance as set out in the table below. If you are appointed for more than 2 hours and less than 4 hours on a particular day, then you will receive the half day allowance as set out in the table below. If you are appointed to the duty of Retail Team Shift Supervisor for 4 or more hours on a particular day, or you are appointed to this duty between 6pm and 9pm on the night of late night trading, then you will receive the full day allowance for that day as set out in the table below:

	2 Hour Allowance	Half Day Allowance	Full Day Allowance
From the commencement of this agreement	\$9.04	\$18.08	\$30.14
From the first full pay cycle on or after 1 July 2016	\$9.29	\$18.57	\$30.97
From the first full pay cycle on or after 1 July 2017	\$9.54	\$19.08	\$31.82

257. The allowance in clause 256 is not used in the calculation of any penalties or leave entitlements.

258. If you are employed as a Qualified Bike Mechanic (or equivalent) you will be paid the following rates of pay from the commencement of this agreement;

Full Time and Part Time Qualified Bike Mechanic (or equivalent)					Casual Qualified Bike Mechanic (or equivalent)				
Base Rate	Ordinary Time Sunday Rate	Ordinary Time Public Holiday Rate	Overtime Monday to Saturday (inclusive)	Overtime Sunday	Base Rate	Ordinary Time Sunday Rate	Ordinary Time Public Holiday Rate	Overtime Monday to Saturday (inclusive)	Overtime Sunday
\$21.56	\$34.50	\$53.89	\$32.34	\$43.12	\$26.95	\$37.73	\$53.89	\$32.34	\$43.12

259. If you are employed as a Qualified Bike Mechanic (or equivalent) you will be paid the following rates of pay from the first full pay cycle on or after 1 July 2016:

Full Time and Part Time Qualified Bike Mechanic (or equivalent)					Casual Qualified Bike Mechanic (or equivalent)				
Base Rate	Ordinary Time Sunday Rate	Ordinary Time Public Holiday Rate	Overtime Monday to Saturday (inclusive)	Overtime Sunday	Base Rate	Ordinary Time Sunday Rate	Ordinary Time Public Holiday Rate	Overtime Monday to Saturday (inclusive)	Overtime Sunday
\$22.15	\$34.33	\$55.38	\$33.23	\$44.30	\$27.69	\$38.76	\$55.38	\$33.23	\$44.30

260. If you are employed as a Qualified Bike Mechanic (or equivalent) you will be paid the following rates of pay from the first full pay cycle on or after 1 July 2017:

Full Time and Part Time Qualified Bike Mechanic (or equivalent)					Casual Qualified Bike Mechanic (or equivalent)				
Base Rate	Ordinary Time Sunday Rate	Ordinary Time Public Holiday Rate	Overtime Monday to Saturday (inclusive)	Overtime Sunday	Base Rate	Ordinary Time Sunday Rate	Ordinary Time Public Holiday Rate	Overtime Monday to Saturday (inclusive)	Overtime Sunday
\$22.76	\$34.14	\$56.90	\$34.14	\$45.52	\$28.45	\$39.83	\$56.90	\$34.14	\$45.52

DC Wages

261. If you are employed within one of the DC classifications you will be paid the following gross hourly wage rates from the first full pay cycle after the commencement of this agreement:

DC Team Members

	Base Rate	Saturday Rate	Sunday Rate	Public Holiday Rate	Overtime		Casual Base Rate	Casual Sunday Rate	Casual Public Holiday Rate	Casual Overtime	
					Mon to Sat	Sun				Mon to Sat	Sun
Grade 1	\$23.45	\$35.18	\$46.91	\$58.63	\$35.18	\$46.91	\$29.32	\$52.77	\$64.50	\$35.18	\$52.77
Grade 2	\$24.14	\$36.20	\$48.27	\$60.34	\$36.20	\$48.27	\$30.17	\$54.31	\$66.37	\$36.20	\$54.31
Grade 3	\$24.79	\$37.18	\$49.58	\$61.97	\$37.18	\$49.58	\$30.99	\$55.77	\$68.17	\$37.18	\$55.77
Grade 4	\$26.04	\$39.06	\$52.08	\$65.10	\$39.06	\$52.08	\$32.55	\$58.59	\$71.61	\$39.06	\$58.59
Team Leader	\$29.36	\$44.04	\$58.73	\$73.41	\$44.04	\$58.73	\$36.70	\$66.07	\$80.75	\$44.04	\$66.07

262. If you are employed within one of the DC classifications you will be paid the following gross hourly wage rates from the first full pay cycle on or after 1 July 2016:

	Base Rate	Saturday Rate	Sunday Rate	Public Holiday Rate	Overtime		Casual Base Rate	Casual Sunday Rate	Casual Public Holiday Rate	Casual Overtime	
					Mon to Sat	Sun				Mon to Sat	Sun
Grade 1	\$24.27	\$36.41	\$48.55	\$60.68	\$36.41	\$48.55	\$30.34	\$54.62	\$66.75	\$36.41	\$54.62
Grade 2	\$24.98	\$37.47	\$49.96	\$62.45	\$37.47	\$49.96	\$31.23	\$56.21	\$68.70	\$37.47	\$56.21
Grade 3	\$25.66	\$38.48	\$51.31	\$64.14	\$38.48	\$51.31	\$32.07	\$57.73	\$70.55	\$38.48	\$57.73
Grade 4	\$26.95	\$40.43	\$53.90	\$67.38	\$40.43	\$53.90	\$33.69	\$60.64	\$74.12	\$40.43	\$60.64
Team Leader	\$30.39	\$45.59	\$60.78	\$75.98	\$45.59	\$60.78	\$37.99	\$68.38	\$83.57	\$45.59	\$68.38

263. If you are employed within one of the DC classifications you will be paid the following gross hourly wage rates from the first full pay cycle on or after 1 July 2017:

	Base Rate	Saturday Rate	Sunday Rate	Public Holiday Rate	Overtime		Casual Base Rate	Casual Sunday Rate	Casual Public Holiday Rate	Casual Overtime	
					Mon to Sat	Sun				Mon to Sat	Sun
Grade 1	\$25.12	\$37.69	\$50.25	\$62.81	\$37.69	\$50.25	\$31.40	\$56.53	\$69.09	\$37.69	\$56.53
Grade 2	\$25.86	\$38.78	\$51.71	\$64.64	\$38.78	\$51.71	\$32.32	\$58.17	\$71.10	\$38.78	\$58.17
Grade 3	\$26.55	\$39.83	\$53.11	\$66.38	\$39.83	\$53.11	\$33.19	\$59.75	\$73.02	\$39.83	\$59.75
Grade 4	\$27.90	\$41.84	\$55.79	\$69.74	\$41.84	\$55.79	\$34.87	\$62.76	\$76.71	\$41.84	\$62.76
Team Leader	\$31.45	\$47.18	\$62.91	\$78.64	\$47.18	\$62.91	\$39.32	\$70.77	\$86.50	\$47.18	\$70.77

Administration Wages

264. If you are employed within one of the Administrative classifications you will be paid the following gross hourly wage rates from the first full pay cycle after the commencement of this agreement:

Full Time and Part Time – Admin Team Member						Casual - Admin Team Member				
	Base Rate	Sunday Rate	Public Holiday Rate	Overtime		Base Rate	Sunday Rate	Public Holiday Rate	Overtime	
				Mon to Sat inclusive	Sun				Mon to Sat inclusive	Sun
Level 1	\$20.35	\$35.61	\$50.88	\$30.53	\$40.70	\$25.44	\$40.70	\$50.88	\$30.53	\$40.70
Level 2	\$21.31	\$37.29	\$53.28	\$31.97	\$42.62	\$26.64	\$42.62	\$53.28	\$31.97	\$42.62
Level 3	\$22.55	\$39.46	\$56.37	\$33.82	\$45.10	\$28.18	\$45.10	\$56.37	\$33.82	\$45.10
Level 4	\$23.91	\$41.84	\$59.77	\$35.86	\$47.82	\$29.88	\$47.82	\$59.77	\$35.86	\$47.82

265. If you are employed within one of the Administrative classifications you will be paid the following gross hourly wage rates from the first full pay cycle on or after 1 July 2016:

Full Time and Part Time – Admin Team Member						Casual - Admin Team Member				
	Base Rate	Sunday Rate	Public Holiday Rate	Overtime		Base Rate	Sunday Rate	Public Holiday Rate	Overtime	
				Mon to Sat inclusive	Sun				Mon to Sat inclusive	Sun
Level 1	\$20.91	\$36.59	\$52.27	\$31.36	\$41.82	\$26.14	\$41.82	\$52.27	\$31.36	\$41.82
Level 2	\$21.90	\$38.32	\$54.74	\$32.84	\$43.79	\$27.37	\$43.79	\$54.74	\$32.84	\$43.79
Level 3	\$23.17	\$40.55	\$57.93	\$34.76	\$46.34	\$28.96	\$46.34	\$57.93	\$34.76	\$46.34
Level 4	\$24.57	\$42.99	\$61.42	\$36.85	\$49.14	\$30.71	\$49.14	\$61.42	\$36.85	\$49.14

266. If you are employed within one of the Administrative classifications you will be paid the following gross hourly wage rates from the first full pay cycle on or after 1 July 2017:

Full Time and Part Time – Admin Team Member						Casual - Admin Team Member				
	Base Rate	Sunday Rate	Public Holiday Rate	Overtime		Base Rate	Sunday Rate	Public Holiday Rate	Overtime	
				Mon to Sat inclusive	Sun				Mon to Sat inclusive	Sun
Level 1	\$21.48	\$37.60	\$53.71	\$32.23	\$42.97	\$26.86	\$42.97	\$53.71	\$ 32.23	\$42.97
Level 2	\$22.50	\$39.37	\$56.25	\$33.75	\$45.00	\$28.12	\$45.00	\$56.25	\$ 33.75	\$45.00
Level 3	\$23.81	\$41.66	\$59.52	\$35.71	\$47.61	\$29.76	\$47.61	\$59.52	\$ 35.71	\$47.61
Level 4	\$25.24	\$44.18	\$63.11	\$37.86	\$50.49	\$31.55	\$50.49	\$63.11	\$ 37.86	\$50.49

267. If you are a junior employee employed within one of the Administrative classifications you will be paid the appropriate percentage set out in the table below of the rate applicable to your classification:

Age	Percentage of Adult Rate
16 years and under	50%
17 years	60%
18 years	70%
19 years	85%
20 years	95%

**IN FAIR WORK COMMISSION
AT SYDNEY**


FWC Matter No: AG 2015/3931


**Application by Super Retail Group Services Pty Ltd T/A Super Retail Group
for Approval of a Single-Enterprise Agreement**

**UNDERTAKING
ON BEHALF OF SUPER RETAIL GROUP**

Pursuant to s.190 of the *Fair Work Act 2009* (Cth) and Regulation 2.07 of the *Fair Work Regulations 2009*, Super Retail Group hereby gives the following written undertaking:

That clause 170 of the Agreement will have no application to any employee covered by the Agreement.

Signed by  on the behalf of **Super Retail Group**


Signature for Employer
Charmaine Wilson
Print name for Employer
12/8/15
Date


Signature of Witness
Laurel Goddard
Print name of Witness
12/08/2015
Date



IN FAIR WORK COMMISSION
AT SYDNEY


FWC Matter No: AG 2015/3931

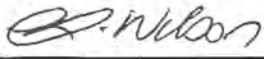
Application by Super Retail Group Services Pty Ltd T/A Super Retail Group
for Approval of a Single-Enterprise Agreement

UNDERTAKING
ON BEHALF OF SUPER RETAIL GROUP

Pursuant to s.190 of the *Fair Work Act 2009* (Cth) and Regulation 2.07 of the *Fair Work Regulations 2009*, Super Retail Group hereby gives the following written undertaking:

That clauses 253, 254 and 255 will be to the effect that the current 20 year old casual rates of pay in each clause will apply only to casual employees who have been employed for 6 months or less, and 20 year old casual employees who have been employed for more than 6 months will be paid the rates applicable to 21 years and above (adult) casual employees.

Signed by  on the behalf of Super Retail Group


Signature for Employer

Charmaine Wilson
Print name for Employer

4/8/15
Date


Signature of Witness

Laurel Goddard
Print name of Witness

04/08/2015
Date

