



DECISION

Fair Work Act 2009

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

Suzanne Grae Corporation Pty Ltd

(AG2012/8239)

SUZANNE GRAE ENTERPRISE AGREEMENT 2012

Retail industry

COMMISSIONER CRIBB

MELBOURNE, 8 OCTOBER 2012

Application for approval of the Suzanne Grae Enterprise Agreement 2012.

[1] An application has been made for approval of an enterprise agreement known as the *Suzanne Grae Enterprise Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Suzanne Grae Corporation Pty Ltd. The Agreement is a single-enterprise agreement.

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

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

[4] The Agreement was approved in Chambers on 8 October 2012 and, in accordance with s.54 of the Act, will operate from 15 October 2012. The nominal expiry date of the Agreement is 30 September 2014.



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Suzanne Grae Enterprise Agreement 2012

Rollout Version, 16 August 2012

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Part 1 Preliminary

1.1 Operation of Agreement

- (a) The Suzanne Grae Agreement 2012 will be referred to as the Enterprise Agreement.
- (b) The Enterprise Agreement is binding upon Suzanne Grae and the employees of Suzanne Grae in respect of employees employed in the classifications contained in this Enterprise Agreement. This Enterprise Agreement sets the rates of pay of approved trainees but not their conditions of employment.
- (c) This Enterprise Agreement will commence on 6 October 2012 and will nominally expire on the 30 September 2014.
- (d) This is a comprehensive Enterprise Agreement and will not be read in conjunction with any Industrial Agreement or Industrial Award except as expressly provided for within this Enterprise Agreement.
- (e) The National Employment Standards (as amended) and this Enterprise Agreement combine to form the minimum conditions of employment for employees covered by this Enterprise Agreement.
- (f) A copy of this Enterprise Agreement will be provided to all employees.

1.2 Definitions

- (a) 'continuous service' means service for any employee under a contract of employment that has not been broken for a period of more than 3 months.
- (b) 'immediate family' includes a spouse, de-facto partner, partner, child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse, de-facto partner or partner of the employee.

Spouses and de facto partners include former spouses and de facto partners. Each category includes in-law, foster and step relationships.
- (c) 'mutually agrees' means agreement is taken to be reached if the work subject to the mutual agreement is approved by Suzanne Grae and the work is performed by the employee. If an employee is concerned that they have not mutually agreed to a pattern of work they should immediately raise the concern via the Enterprise Agreement Dispute Procedure. If an employee indicates they have not mutually agreed to a matter or wishes to remove their mutual agreement this change will be made by Suzanne Grae within 7 days.
- (d) 'non working day' means any day of the week in which an employee is not required to attend work.
- (e) 'ordinary hours' for a permanent employee is the employee's contracted hours being: 76 hours per 2 week cycle for a full time employee and the contracted hours per 2 week cycle for a part time employee.
- (f) 'ordinary rate of pay' means the employee's wage rate as expressed in the wages section.

- (g) 'permanent employees' are full time employees and part time employees.
- (h) SDA means the Shop Distributive and Allied Employees' Association.
- (i) Suzanne Grae is the single business carried on by Suzanne Grae Corporation Pty Ltd. ACN: 580 943 436.

Part 2 General Employment Matters

2.1 Appointment or Change to the Nature of Appointment

- (a) Every employee will be advised in writing at the time of commencement or on any change of employment terms:
 - (i) Whether they are a full time employee, a part time employee or a casual employee;
 - (ii) Whether they are employed as a Sales Assistant, Assistant Manager, Manager in Training or a Store Manager;
 - (iii) Their contracted hours if a part time employee;
 - (iv) Their days and times of availability; and
 - (v) Any other specific terms of appointment as agreed between the parties.
- (b) A change in the employees' days and times of availability cannot in itself lead to a termination of the employment contract but may lead to consultation between the employee and Suzanne Grae which may alter the future basis of the employment relationship.

2.2 Enterprise Agreement Disputes Procedure

- (a) Step 1: A dispute between an employee and Suzanne Grae about matters related to this Enterprise Agreement must be discussed at the first instance between the employee and management at store level.
- (b) Step 2: If the employee does not feel the matter has been adequately resolved in Step 1 the employee may raise their concern with their Business Development Manager.
- (c) Step 3: If the employee does not feel the matter has been adequately resolved in Step 2 the employee may raise their concern with the General Manager of Retail Operations.
- (d) Step 4: If the employee does not feel the matter has been adequately resolved in Step 3 the employee may refer their concern to Fair Work Australia for resolution by conciliation.
- (e) Step 5: If the matter is not resolved in Step 4 either party may refer the matter to Fair Work Australia for arbitration. If arbitration is necessary Fair Work Australia may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. The decision of the member of Fair Work Australia will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- (f) While a dispute is being dealt with under this procedure work must continue as normal at the discretion of Suzanne Grae.

- (g) Any party to a dispute may request that a person attend and represent them from Step 2 of this procedure. This representative may be an official of the SDA.
- (h) The parties must co-operate to ensure these procedures are followed as quickly as possible.

2.3 Employee Development Meetings

- (a) Suzanne Grae may, as required, hold Employee Development Meetings.
- (b) Employee Development Meetings include: team training, individual training, team meetings and individual meetings.
- (c) All employees are expected to attend, as reasonably required, for Employee Development Meetings.
- (d) Payment for attendance will be paid at the employee's relevant ordinary rate of pay (not including Overtime) with a minimum 2 hour payment. If the meeting does not run for 2 hours an employee may be required to perform their normal retail duties as part of the 2 hours.

2.4 Primary Work Location

- (a) An employee's primary work location is the store or location at which the employee works the majority of their hours.
- (b) An employee's primary work location can change for the purpose of career progression but only following consultation with the employee on the proposed change.
- (c) An employee may work, if mutually agreed, on a one-off basis or on a regular basis, in another store or location other than the store which is their primary work location.
- (d) An employee may work in more than one store, if mutually agreed, on the one shift or when working Two Shifts in a Day.

2.5 Flexible Work for Parents

- (a) An employee who is a parent, or has the responsibility for the care, of a child under school age or the care of a person under 18 with a disability may make a request to Suzanne Grae for a change in working arrangements for the purpose of assisting the employee to care for the child. This could include changes to hours of work, patterns of work and changes in location of work.
- (b) The request must be in writing and to make the request the employee must have at least 12 months of continuous service. To be eligible a casual employee needs to have an on-going expectation of work and be a long term casual ie someone who has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.
- (c) Suzanne Grae will only be able to refuse any request on reasonable business grounds.
- (d) Suzanne Grae will provide a written response within 21 days. In instances where Suzanne Grae refuses the request the written response will include the reasons for the refusal.

Part 3 Employment Status

3.1 Full Time Employee

Full time employees are those employees engaged to work 76 hours per 2 week cycle.

3.2 Part Time Employee

- (a) Part time employees will be advised of their contracted hours on employment. These contracted hours will be between a minimum of 10 hours and less than 76 hours per 2 week cycle.
- (b) Contract hours may be varied providing there is written agreement between the employee and Suzanne Grae evidencing this change. This change may occur as a result of a request by either Suzanne Grae or the employee but at no stage can pressure be placed on the employee or Suzanne Grae to make the change requested.
- (c) Where necessary and on the giving of 7 days notice Suzanne Grae retains the right to reduce a part time employee's contracted hours:
 - (i) By up to 20% per year; or
 - (ii) In line with the Termination Change and Redundancy provision.
- (d) Part time employees who have had their hours reduced by Suzanne Grae will be given the first opportunity to work more hours when suitable hours become available in the store.

3.3 Casual Employees

- (a) Casual employees are employees engaged on an hourly basis.
- (b) A casual employee's rate of pay is calculated by adding a loading of 22.5% to the relevant part time employee's ordinary rate of pay for the first year of the Enterprise Agreement with a loading of 25% from the first full pay period in October 2013.
- (c) Due to the casual loading, casual employees have no entitlement to the provisions contained in: Annual Leave and Personal Leave although a casual employee will be provided unpaid Carers Leave and unpaid Compassionate Leave as specifically provided for in the Personal Leave section of this Enterprise Agreement.

3.4 Fixed Period Contract

- (a) Suzanne Grae may engage full time employees and part time employees on a Fixed Period Contract.
- (b) Prior to the Appointment of a Fixed Period Contract, the employee will be advised in writing of:
 - (i) The exact date of commencement and completion of the Fixed Period Contract;
 - (ii) Whether they are a full time employee or a part time employee on a Fixed Period Contract;
 - (iii) Their weekly or hourly rate of pay; and
 - (iv) Any other specific terms of appointment.
- (c) It is important for all parties to be aware that a Fixed Period Contract must not run beyond its completion date. If this seems a possibility a further Fixed Period Contract needs to be agreed in writing and countersigned by the employee concerned prior to the completion of the existing Fixed Period Contract.

Part 4 Remuneration

4.1 Suzanne Grae Classification Structure

- (a) Suzanne Grae Sales Assistant: is an employee who is primarily employed in a retail or stock control role and to perform general duties within their knowledge and training.
- (b) Suzanne Grae Assistant Manager: is an employee who is primarily employed in a retail and supervisory role and to perform general duties within their knowledge and training.
- (c) Suzanne Grae Manager in Training: is an employee who is primarily employed in a retail and supervisory role and to perform general duties within their knowledge and training.
- (d) Suzanne Grae Store Manager: is an employee who is primarily employed as a Store Manager and to perform general duties within their knowledge and training.

4.2 Wages and Annual Wage Increase

- (a) The ordinary rates of pay from 6 October 2012 will be:

	Full time employee weekly rate	Part time employee hourly rate	Casual employee hourly rate
Suzanne Grae Sales Assistant*	\$729.06	\$19.19	\$23.51
Suzanne Grae Assistant Manager	\$740.83	\$19.50	N/A
Suzanne Grae Manager in Training	\$775.72	\$20.41	N/A
Suzanne Grae Store Manager	\$775.72	\$20.41	N/A

*A Suzanne Grae Sales Assistant, under the age of 21, ordinary rate of pay will be calculated based on the following percentages of the relevant classifications ordinary rate of pay:

16 years & under	50%
17 years	60%
18 years	70%
19 years	80%
20 years	90%

- (b) In the first full pay period of October each year (from 2013 on) Suzanne Grae will pass on changes to each classification's ordinary rate of pay in accordance with the decisions of Fair Work Australia in their annual review wage.

4.3 Higher Duties Allowance - Sales Assistant Working

When a Sales Assistant is required to be in charge of a store for a continuous period of more than one hour they will be paid \$19.35 per hour worked in charge (plus penalties) in the first year of the Enterprise Agreement then the applicable Suzanne Grae Assistant Manager hourly rate (plus penalties) for time so worked from the first full pay period in October 2013. This does not apply where an employee is temporarily in charge during meal breaks.

4.4 Superannuation

- (a) Suzanne Grae will contribute superannuation on behalf of all eligible employees to REST as per the Superannuation Guarantee Legislation. REST is the only superannuation fund that Suzanne Grae will contribute to on behalf of Enterprise Agreement covered employees.
- (b) Contributions will be made on a monthly basis.
- (c) Suzanne Grae will request each new employee to complete a membership application form for REST and once the employee has returned the completed form to Suzanne Grae, Suzanne Grae will send the form to the REST Fund.
- (d) An employee may make personal Superannuation contributions in addition to those made by Suzanne Grae on the following understanding:
 - (i) The employee may either choose to make before or after tax superannuation contributions. If an employee chooses to make before tax contributions (ie salary sacrificing) this contribution may lead to a reduction in the employees normal weekly pay by an amount equivalent to the employees' before tax contribution;
 - (ii) The employee must notify Suzanne Grae in writing to pay the additional contributions into the REST fund;
 - (iii) Upon receipt of written authorisation from the employee Suzanne Grae will commence making these additional payments, via payroll deductions, into the fund on behalf of the employee;
 - (iv) An employee may vary the amount of their additional contributions once each year by written authorisation. Suzanne Grae will alter the additional employee contributions within 14 days of receipt of such authorisation.

Part 5 Hours of Work

5.1 Permanent Employee Roster

- (a) The permanent employee roster establishes the starting and finishing times and days of work that permanent employees will be required to perform their contracted hours in a 2 week rostering cycle.
- (b) A permanent employee's regular roster will not be subject to frequent variations.
- (c) The 2 week roster cycle will commence every second Sunday.
- (d) The permanent employee roster will be posted a minimum of 7 days in advance of the 2 week cycle to which it relates.

- (e) One-Off Roster Change: Once the permanent employee's roster is set for a 2 week period a one-off change to the rostered hours can only occur:
 - (i) As mutually agreed; or
 - (ii) Following consultation with the employee and then on the giving of 4 days notice.
- (f) Change to a Regular Roster: A permanent employee's regular roster will only be changed after consultation with the employee concerned has taken place.
- (g) A one-off roster change will not be made to avoid the payment of Enterprise Agreement entitlements.
- (h) A copy of the rostered hours for permanent employees will be displayed in a prominent place in their Suzanne Grae store.

5.2 Part Time Flex Up

- (a) Part Time Flex Up: If a part time employee mutually agrees to work in excess of their contracted hours in any 2 week cycle, the part time employee will be paid their ordinary rate of pay, and accrue Leave entitlements, for any excess hours worked up to 76 hours.
- (b) Suzanne Grae will pay to all part time employees a flex up bonus in the second pay period of January each year. The flex up bonus will be an additional payment per part time employee of 5% of their ordinary rate of pay, for each flex up hour worked by that part time employee in the previous calendar year. Only those employees who are still employed by Suzanne Grae when the payments are finalised will be eligible to receive the flex up bonus.

5.3 Casual Employee Possible Roster

- (a) On a weekly basis Suzanne Grae will provide possible starting and finishing times and days of work for casual employees via a possible roster.
- (b) A casual employee will be advised of changes, if any, to their possible roster prior to the start of their shift and Suzanne Grae will endeavour to contact the employee and notify them of the change prior to their arrival at work.
- (c) If a casual employee will not be able to work a possible shift they must contact their Line Manager and notify him or her of their unavailability and the reason for it at least 24 hours prior to a possible start time. In more pressing and urgent times of unavailability a casual employee must attempt to be in contact with his or her Line Manager at least one hour prior to the possible shift start time.
- (d) A copy of the possible hours for casual employees will be displayed in a prominent place in their Suzanne Grae store.
- (e) A casual employee will receive at least 3 consecutive hours per shift (except for Employee Development Meetings).

5.4 Permanent Employee Working Hours Principles

- (a) This section sets out the principles by which Suzanne Grae can establish the permanent employee Roster. If a permanent employee performs approved work beyond these principles the work will be paid as Overtime (except for Part Time Flex Up).
- (b) The Suzanne Grae permanent employee working hours principles are:
 - (i) No more than 76 hours per 2 week cycle;
 - (ii) No more than 10 hours per shift unless the employee mutually agrees otherwise;
 - (iii) At least 3 consecutive hours per shift (except for Employee Development Meetings);
 - (iv) To include 2 consecutive days off each 2 week cycle unless the employee mutually agrees otherwise;
 - (v) No more than 10 days per 2 week cycle unless proposed by the employee and mutually agreed;
 - (vi) No more than 6 consecutive days unless the employee mutually agrees otherwise; and
 - (vii) A minimum break of 10 hours between the completion of work on one day and the commencement of work on the next day.
- (c) A full time employee will only be rostered to work a 3 hour shift if proposed by the employee and mutually agreed; otherwise a minimum 4 hour shift will apply.

5.5 Overtime

- (a) Any work done that falls outside the conditions set in the Working Hours Principles, except for Part Time Flex Up, will be classified as Overtime.
- (b) Suzanne Grae may require an employee to work reasonable Overtime.
- (c) Overtime is only payable if the employee's Line Manager approves the Overtime prior to the commencement of the Overtime.
- (d) If an employee attends work solely in Overtime hours the employee will receive a minimum payment for 3 hours of Overtime.
- (e) Employees may choose, in lieu of payment, to have the Overtime hours added to their Annual Leave, at an equivalent amount of hours to the Overtime rate.
- (f) Overtime will be paid at the rate of 150% of the employee's ordinary rate of pay for the first 2 hours on each day that Overtime is worked and 200% thereafter.

5.6 Two Shifts in a Day

- (a) Employees may mutually agree to work hours on 2 shifts on one day providing there is at least a 2-hour break between the completion of the first shift and the commencement of the second shift. A full time employee will only be rostered to work 2 shifts on one day where they have proposed to do so and it is mutually agreed.
- (b) The employee may withdraw their agreement to work 2 shifts on one day on the giving of 7 days written notice and on the understanding that this may result in a loss of the hours worked in one of the 2 shifts.

- (c) The second shift may be worked in an alternate store to the one in which the employee worked their first shift.
- (d) Payment on the additional shift will be at the employee's ordinary rate of pay (including penalties as applicable).

5.7 Sunday Work

- (a) When an employee works on Sunday the employee will be paid 150% of their ordinary rate of pay for each hour worked on this day. Such work may form part of an employee's normal cycle of hours.
- (b) Where an employee working these hours is in Overtime, the Overtime provision, not the Sunday Work provision will apply.

5.8 Late Night Work

- (a) If any employee mutually agrees to work between the hours of 10 pm and 6 am they are entitled to 150% of their ordinary rate of pay for each hour worked between those hours. Such work may form part of the employee's normal cycle of hours.
- (b) Where an employee working these hours is in Overtime, the Overtime provision, not the Late Night Work provision will apply.

5.9 Meal Breaks

(a) Paid Rest Break and unpaid Meal Breaks entitlements are:

<u>Time between Start and Finish time for the Shift</u>	<u>Paid Rest Break</u>	<u>Unpaid Meal Break</u>	<u>Paid Work Time</u>
4 hours or less	None	None	4 hours or less
4.25 hours	15 minutes	None*	4.25 hours
4.5 hours	15 minutes	None*	4.5 hours
4.75 hours	15 minutes	None*	4.75 hours
5 hours	15 minutes	None*	5 hours
5.5 hours	15 minutes	30 minutes**	5 hours
6 hours	15 minutes	30 minutes**	5.5 hours
7.5 hours	15 minutes	60 minutes	6.5 hours
8 hours	15 minutes	60 minutes	7 hours
8.5 hours	15 minutes	60 minutes	7.5 hours
9.5 hours	15 minutes	60 minutes	8.5 hours
More than 9.5 hours	2 x 15 minutes	60 minutes***	More than 8.5 hours

* An employee who works no more than 5 hours may mutually agree to have an Unpaid Meal Break.

** An employee who works up to 6 paid hours may elect to forgo a Meal Break providing the request is approved by Suzanne Grae and the employee has taken their paid Rest Break at least 2 hours prior to finishing work.

*** If an employee works more than 9 hours of paid work time in a day they will be entitled, on request, to a further unpaid thirty minute Meal Break.

- (b) If an employee mutually agrees, the employee may be provided a 45 minute or 60 minute unpaid Lunch Break.
- (c) Breaks are to be taken as determined by Suzanne Grae.

5.10 Stocktake

- (a) An employee may be reasonably required to work a Stocktake or Interim Stocktake provided they have received at least 14 days notice of the requirement.
- (b) At times of Stocktake the minimum hours for a shift for part time employees or casual employees is 2 hours.

Part 6 Public Holidays

6.1 Public Holiday Payment

- (a) When an employee works on a Public Holiday that is gazetted within his or her region the employee will be paid 250% of their ordinary rate of pay for any hours worked as a Public Holiday.
- (b) Public Holiday and Easter Sunday work is voluntary provided:
 - (i) If there are not enough volunteers for Suzanne Grae operational requirements then Suzanne Grae will firstly approach casual employees to check their availability.
 - (ii) If there are not enough casual employees available then Suzanne Grae will approach permanent employees on a rotating basis.
 - (iii) Suzanne Grae will be mindful of the employee's family and individual reasons for not wishing to work on a particular Public Holiday.

6.2 Recognised Public Holidays

- (a) For the purposes of this clause Suzanne Grae will recognise the following Public Holidays:

- (i) Ten common Public Holidays:

New Year's Day	Australia Day	Good Friday	Easter Saturday
Easter Monday	ANZAC Day	Queen's Birthday	Labour Day
Christmas Day	Boxing Day		

(ii) Regional Public Holidays:

NSW	Regional or Local Show Day (only where observed)
Victoria	Melbourne Cup Day in Melbourne or Regional or Local Show Day (only where observed)
Queensland	Exhibition Day in Brisbane and Regional or Local Show Day in other areas
Western Australia	Foundation Day
South Australia	Adelaide Cup Day
ACT	Canberra Day and Regional Public Holiday*
Northern Territory	Regional Public Holiday*
Tasmania	Regional or Local Show Day (only where observed)

*If no regional Public Holiday is gazetted within a region a full time employee and a part time employee working a regular 10 day fortnight will be paid for an 'additional day' at their ordinary rate of pay in the first pay period after 1 November each year or the employee may elect to have an equivalent amount of hours added to their Annual Leave accruals. Where no regional holiday is gazetted within a region an employee may request to receive Melbourne Cup Day as their day off rather than receiving payment for the day.

(iii) Any extra days in a region, in addition to the days listed above, that are gazetted or proclaimed for that region.

(b) A listed Public Holiday that falls on a day that a Permanent Employee is Normally Rostered to Work.

Should a listed Public Holiday fall on a day on which a permanent employee would normally be rostered to work, but they are not rostered to work on the day and do not work, they will be paid for an 'additional day' at their ordinary rate of pay.

(c) A listed Public Holiday that falls on a Permanent Employees Non Working Day

(i) Should a gazetted Public Holiday fall on a full time employee's non working day and they do not work, the employee will be paid an 'additional day' in that pay cycle at their ordinary rate of pay.

(ii) For a part time employee, working a regular 10 day fortnight, should any of the Public Holidays fall on a non working day and they do not work, the employee will be paid an additional 'day', in that pay cycle at their ordinary rate of pay or the employee may elect to have an 'additional day' added to their Annual Leave.

(iii) If a Public Holiday falls on a day in which a part time employee, working less than 10 days a fortnight, is not normally rostered to work, and they do not work, the employee will not be entitled to any payment for the day.

(d) 'additional day' within this section will be calculated as the average length of the particular employee's contracted hours per working day over each 2 week cycle.

Full Time Example: the 'additional day' will be 7.6 hours for a full time employee working 76 hours on 10 rostered days per 2 week cycle.

Part Time Example: the 'additional day' will be 4 hours for a part time employee contracted to work 20 hours on 5 rostered days per 2 week cycle.

Part 7 Leave

7.1 Personal Leave

- (a) A full time employee will be entitled to 76 hours Personal Leave per year.
- (b) Part time employees will be entitled to a pro-rata amount of Personal Leave calculated on all hours worked up to 76 hours each 2 week cycle.
- (c) Personal Leave will accrue progressively.
- (d) Personal Leave covers the following types of Leave:
 - (i) Sick Leave
 - (ii) Carers Leave
 - (iii) Compassionate Leave
- (e) If an employee is taking Personal Leave, all reasonable efforts are to be made to contact the person in charge of the store or their Line Manager by telephone (not text message) prior to their rostered starting time.
- (f) Permanent employees are not entitled to be paid for their accumulated Personal Leave on termination.
- (g) Authorised Personal Leave, whether paid or unpaid, does not break a permanent employee's continuity of service.
- (h) Personal Leave absences, for which payment is due, will be paid at the permanent employee's ordinary rate of pay for the hours absent.
- (i) If an employee becomes entitled to paid Personal Leave whilst on Annual Leave, Suzanne Grae will re-credit the amount of the employee's Annual Leave in accordance with the employee's paid Personal Leave entitlements.

Sick Leave

- (j) Sick Leave may be used when a permanent employee is not well enough to work because of a personal illness or injury.
- (k) Where the employee is sick, Suzanne Grae requires evidence of the need for the leave via a medical certificate from a registered health practitioner, if it is reasonably practicable to do so, otherwise a statutory declaration, dated at the time of absence for:
 - (i) Absences in excess of 2 days; or
 - (ii) On a single day absence if it occurs either side of a non-working day.
- (l) Where an employee has a recurring pattern of Sick Leave, Suzanne Grae may require that future sick days be supported by evidence as reasonably required by Suzanne Grae.

Carers Leave

- (m) Carers Leave may be used when a permanent employee needs to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency.
- (n) Carers Leave will also be available to permanent employees who are pregnant, or who have spouses or partners that are pregnant, for the purpose of attending medical appointments related to the pregnancy.
- (o) Where the employee is taking Carers Leave, Suzanne Grae may require evidence of the need for the leave via a medical certificate from a registered health practitioner or a statutory declaration in the case of an unexpected emergency.
- (p) Unpaid Carers Leave of 2 days per occasion is available to permanent employees who have exhausted their accrued Personal Leave.
- (q) Unpaid Carers Leave of 2 days per occasion is available to casual employees.

Compassionate Leave

- (r) Upon the death of an immediate family member a permanent employee is entitled to 3 days paid Compassionate Leave.
- (s) Where a death of an immediate family member occurs interstate or overseas the permanent employee will be entitled to an extra 2 days paid Compassionate Leave if they are attending the funeral.
- (t) If a member of a permanent employee's immediate family or household develops a personal illness or sustains an injury that poses a serious threat to their life, the permanent employee will be entitled to 2 days paid Compassionate Leave per occasion.
- (u) The employee may be required to provide evidence of the requirement to take Compassionate Leave to the reasonable satisfaction of Suzanne Grae.
- (v) Requests for unpaid Compassionate Leave, extensions to the length of Compassionate Leave or use of Annual Leave entitlements for Compassionate Leave purposes will be considered by Suzanne Grae on a case-by-case basis.
- (w) Compassionate Leave absences are not deducted from Personal Leave accruals.
- (x) Unpaid Compassionate Leave of 2 days per occasion is available to casual employees.

7.2 Personal Leave Buy Out

An employee may request, in writing, to have some of their accrued Personal Leave paid out or transferred to Annual Leave on the following conditions:

- (i) Not more than 8 days Personal Leave entitlement (for part time employees proportionate on average weekly hours worked) will be paid out or transferred to Annual Leave in a calendar year;
- (ii) Employees must retain at least 15 days Personal Leave at the time any cashing out or transfer is made; and
- (iii) Once cashed out or transferred Personal Leave will not be available for use as Personal Leave.

7.3 Domestic Violence Leave

- (a) Suzanne Grae recognises that employees sometimes face situations of domestic violence or abuse in their personal life perpetrated by a family member either during relationship or after separation.
- (b) Suzanne Grae is committed to providing support to employees that experience family or domestic violence and will treat all such matters with confidentiality.
- (c) An employee is entitled to unpaid leave for up to 2 days per occasion to attend to medical appointments, legal proceedings and other activities related to family violence.
- (d) Personal Leave may also be used by employees experiencing domestic violence.
- (e) An employee may be required to produce suitable evidence that domestic violence has occurred such as a document issued by the police service, a court, a doctor, a district nurse, a lawyer or in a statutory declaration.
- (f) An employee who supports a person experiencing family violence may take Carer's Leave to accompany them to court, to hospital, or to mind children.

7.4 Passion Leave

- (a) Passion Leave is available to permanent employees to enjoy anything they are passionate about.
- (b) A full time employee is entitled to 7.6 hours paid Passion Leave per anniversary year of the Enterprise Agreement.
- (c) A part time employee is entitled to paid Passion Leave on a pro-rata basis of a full time employee based on the part time employee's ordinary hours.
- (d) Passion Leave will be non-cumulative and is subject to the completion of twelve months continuous employment with Suzanne Grae.
- (e) Passion Leave absences are to be mutually agreed in advance by the immediate manager.

7.5 Annual Leave

- (a) Permanent employees will be entitled to 4 weeks Annual Leave per annum accruing progressively.
- (b) The taking of Annual Leave is subject to the operational requirements of Suzanne Grae. Suzanne Grae will not unreasonably refuse any Annual Leave requests.
- (c) Suzanne Grae may direct a permanent employee to take up to a quarter of their Annual Leave if they have accumulated more than 8 weeks of Annual Leave, on the giving of 4 weeks notice.
- (d) Annual Leave payments will be made in the normal pay cycle as if the permanent employee had been working although an employee may elect to have their Annual Leave payments made in advance of the Annual Leave.
- (e) Any accrued Annual Leave entitlements will be paid to a permanent employee upon termination of employment.
- (f) Where any Public Holiday for which the permanent employee is entitled to payment under this Enterprise Agreement occurs during any period of Annual Leave taken by an employee under this clause, the period of Annual Leave will be increased by one day in respect of that Public Holiday.

- (g) Annual Leave Loading will not be paid under this Enterprise Agreement.

7.6 Annual Leave Buy Out

- (a) An employee may request, in writing, to have their accrued Annual Leave paid out in each calendar year.
- (b) Suzanne Grae will consider each request on its merits and will determine each request on a case-by-case basis.
- (c) Annual Leave Buy Out will automatically be granted to a part time employee where the entitlement has accrued as a result of the employee working Part Time Employee Flex Up.
- (d) In order for Annual Leave to be cashed out the employee concerned must have at least 4 weeks of Annual Leave accrual left following the cashing out and approval must be granted by the General Manager of Retail Operations.

7.7 Long Service Leave

- (a) Employees will be entitled to Long Service Leave on full pay, subject to, and in accordance with, the provisions of the employees' relevant State or Territory Legislation or Commission order.
- (b) At times of Long Service Leave employees may elect to take twice the leave on half the pay subject to the case-by-case approval of the General Manager of Retail Operations.

7.8 Parental Leave

- (a) Unpaid Parental Leave will be available to eligible employees in accordance with the National Employment Standards.
- (b) A permanent employee with 12 months' or more continuous service will be entitled to access unpaid Parental Leave. Unpaid Parental Leave will be 12 months. An employee may request to extend their Parental Leave for a further period of up to 12 months. Requests to Suzanne Grae for extensions to Parental Leave must be in writing and be provided at least 4 weeks prior to the end of the first 12 month period of Parental Leave. Suzanne Grae will respond in writing to the request within 21 days of the request being made and will only refuse the request on reasonable business grounds.
- (c) Annual Leave or Long Service Leave owed to an employee can be taken as part of the employee's approved Parental Leave.
- (d) A casual employee will be entitled to unpaid Parental Leave provided that:
- (i) They are employed on a regular and systematic basis for an ongoing period of employment for at least 12 months immediately preceding when the employee is to commence Parental Leave; and
 - (ii) Have but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (e) Whilst on Parental Leave a permanent employee may be employed on a separate employment contract as a casual employee by Suzanne Grae except whilst on a period of government funded Parental Leave. This can only occur on Suzanne Grae receiving a written request from the employee concerned and on the understanding that the arrangement does not in any way impact on the employees permanent employment contract, accruals or entitlements unless Suzanne Grae terminates the contract of employment due to misconduct reasons.

- (f) Suzanne Grae will ensure an up-to-date summary of the Parental Leave National Employment Standard is available to employees.

7.9 Community Service Leave

- (a) An employee who engages in an 'eligible community service' is entitled to be absent from employment to engage in the activity plus reasonable travel associated with the activity and reasonable rest time following the activity.
- (b) 'Eligible community service' includes:
 - (i) Jury service;
 - (ii) Voluntary emergency management activity*; or
 - (iii) Any activity prescribed by the regulations to the Fair Work Act.
 - *This includes an activity that involves 'dealing with an emergency or a natural disaster'; and the activity is voluntary; and the employee is a member of the recognised management body; and the employee was requested to engage in the activity (or it was reasonable for them to assume a request would be made).
- (c) An employee must provide Suzanne Grae notice of the leave as soon as practicable including notification of the expected period of the leave. Suzanne Grae may require an employee to provide them reasonable evidence they have been engaging in an eligible community service activity.
- (d) Employees will not be paid for Community Service Leave except jury service where an employee will be paid.
- (e) For jury service: Suzanne Grae may require the employee to provide Suzanne Grae reasonable evidence the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled (even if it is nil). An employee is not entitled to be paid for jury service unless the employee provides the requested evidence. If the employee provides the evidence the total amount payable is reduced by the total amount of jury service pay.

Part 8 General Employment Conditions

8.1 Payment of Wages

- (a) Wages will be paid fortnightly, in arrears, by way of Electronic Funds Transfer. This payment will be based on the employee's actual hours of work plus any extra payments incurred by the employee during the pay week. The transfer will be made within 3 days of the end of the pay period.
- (b) Suzanne Grae may move to weekly payment of wages (in arrears) during the life of this Enterprise Agreement. If so Suzanne Grae will provide 3 months' notice of the move from fortnightly to weekly payment of wages.
- (c) Termination payments will be made by way of Electronic Funds Transfer within 3 days of the end of the termination pay period.

8.2 Termination of Employment

- (a) At time of termination a permanent employee or Suzanne Grae must provide the following periods of notice:

<u>Employees Continuous Service</u>	<u>Period of Notice</u>
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) Notice of termination does not apply to casual employees.
- (c) Any employee who is guilty of serious misconduct may be instantly dismissed and will only be paid up to the time of dismissal.
- (d) A permanent employee over 45 years of age is entitled to 1 extra weeks notice if the employee has completed at least 2 years of continuous service.
- (e) Suzanne Grae may elect to make a payment in lieu of notice (or part thereof) to the employee at the employee's ordinary rate of pay instead of providing the required notice period.
- (f) Suzanne Grae will have the right to withhold moneys due to an employee if an employee fails to give notice or fails to work their allocated notice period. Maximum amount to be held is the employee's ordinary rate of pay for the period of notice.

8.3 Suspension of Employment

- (a) If on reasonable and explainable grounds Suzanne Grae suspects that an employee has been involved in serious misconduct, Suzanne Grae may, if an investigation is required, suspend the employee on full pay in order that Suzanne Grae can properly investigate the alleged serious misconduct. No suspension will take place without the approval of the General Manager of Retail Operations.
- (b) Suzanne Grae will ensure that, as far as reasonably possible, the investigation will be confidential, balanced and fair.
- (c) If an employee is suspended, the employee is not to attend or contact any Suzanne Grae workplace during the investigation nor contact or communicate with any Suzanne Grae employees without the consent of the General Manager of Retail Operations. This consent will not be unreasonably denied in instances where the employee needs to contact other employees to assist in the preparation of their response to the alleged serious misconduct.
- (d) Whilst suspended an employee may be required to attend meetings at Suzanne Grae to assist with the investigation.

8.4 Termination, Change and Redundancy

- (a) Suzanne Grae will adhere to the Termination Change and Redundancy standards of the National Employment Standards.
- (b) Major Change applies where Suzanne Grae has made a definite decision to introduce major changes that are likely to have significant effects on employees. This may result from:
 - (i) Major changes in Suzanne Grae or Suzanne Grae's structure
 - (ii) Changes in technology
 - (iii) Economic recession
- (c) In some cases Major Change may lead to Redundancies. Redundancy applies where Suzanne Grae has made a decision that it no longer wishes the job the employee has been doing to be done by anyone. If Redundancy occurs the payment a permanent employee will be entitled to is:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
Less than one year	0
1 to 2 years	4 weeks
2 to 3 years	7 weeks
3 to 4 years	10 weeks
4 to 5 years	12 weeks
5 to 6 years	14 weeks
More than 6 years	16 weeks

8.5 Abandonment of Employment

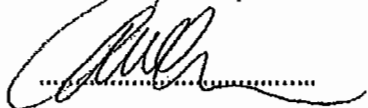
- (a) If an employee is absent from work for 3 consecutive shifts without notifying Suzanne Grae or without the consent of Suzanne Grae, Suzanne Grae will be entitled to assume the employee has abandoned his or her employment.
- (b) Abandonment of Employment may lead to termination although prior to termination of employment Suzanne Grae will take all reasonable steps to contact the employee in order to try and establish whether the employee has a legitimate explanation for his or her absence.

8.6 Savings Provision

- (a) Any employee who, at the commencement of the 2001 Suzanne Grae Certified Agreement, had a right to choose whether or not to work on Sundays will retain the right to voluntary Sunday work.
- (b) Where Sunday trading is introduced in a region employees employed at the time of the introduction of Sunday trading can only be required to work on a Sunday if they choose to do so. Once an employee has elected to work on Sundays they cannot then choose not to work Sundays.

Signature Section

Signed for and on behalf of Suzanne Grae:



(Signature)

26/9/12 (Date)

Carole Molyneux

Chief Executive Officer

Address: 330 Church Street, Parramatta, New South Wales, 2150

Position: CEO of Suzanne Grae, who is duly authorised to sign this enterprise agreement on behalf of the company

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



(Signature)

27/9/12 (Date)

Joe de Bruyn

National Secretary

Address: Level 6, 53 Queen Street, Melbourne, Victoria, 3000

Position: National Secretary of the Shop, Distributive and Allied Employees' Association, who is duly authorised to sign this enterprise agreement pursuant to the rules of the Shop, Distributive and Allied Employees' Association