DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Collins Foods Subsidiary Pty Ltd T/A Taco Bell
(AG2019/4040)

TACO BELL ENTERPRISE AGREEMENT 2020

Food, beverages and tobacco manufacturing industry

DEPUTY PRESIDENT CROSS SYDNEY, 10 DECEMBER 2019

Application for approval of the Taco Bell Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Taco Bell Enterprise Agreement 2020* (the "Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the "Act"). It has been made by Collins Foods Subsidiary Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached as "Annexure A." I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 February 2020. The nominal expiry date of the Agreement is 3 February 2024.

DEPUTY PRESIDENT

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<AE506429 PR715041>

Annexure 'A'

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2019 4040

Applicant: Collins Foods Subsidiary Pty Ltd T/A Taco Bell

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Dawn Linaker, Chief People Officer for Collins Foods Subsidiary Pty Ltd T/A Taco Bell (**Company**), give the following undertaking with respect to the *Taco Bell Enterprise Agreement 2020* (**Agreement**):

1 I have the authority given to me by Taco Bell to provide this undertaking in relation to the application before the Fair Work Commission.

2 The Company undertakes that a party to a dispute may appoint a person, organisation or association to represent them in any discussion or process permitted by clause 9 of the Award.

3 The Company undertakes in respect of School-Based Trainees who are 15 years and under that they will be paid an hourly rate of $10.97 per hour.

4 The Company shall round up all weekly wage rates to the nearest 10 cents, which will always ensure that the rates under the Agreement will be higher than the *Fast Food Industry Award 2010* (**Award**).

5 Ordinary time rates will apply for a circumstance where an Employee may be asked to work up to an additional 15 minutes at the end of their shift to complete an order by a customer. Thereafter, the Company undertakes to apply clause 12.3 of the Award, that is the Company and Employee may agree to vary an agreement made under clause 5.2.2 of the Agreement in relation to a particular rostered shift provided that:

   (a) any agreement to vary the regular pattern of work for a particular rostered shift must be recorded at or by the end of the affected shift; and

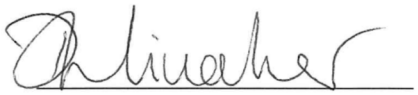
   (b) the employer must keep a copy of the agreed variation, in writing, including by any electronic means of communication and provide a copy to the employee, if requested to do so.

6 In the event that the Company transfers an Employee from one township to another, the Company undertakes that it will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the Employee and their family, in accordance with the Employee Transfer Reimbursement allowance in the Award.

7 The Company undertakes that it will not invoke Clause 21 of the Agreement at any time during the term of the Agreement and require Employees to pay a deposit of up to $35 for the supply of the uniform.

8 The Company undertakes that in respect of all overtime that has been worked by an Employee it will comply with clause 26.5 of the Award where the Employee may request time off in lieu instead of being paid for a particular amount of overtime.

But for the matters referred to above, the undertakings given above do not have the effect of incorporating the Award into the Agreement..



Signature

10/12/19

Date

CORRECTION TO DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Collins Foods Subsidiary Pty Ltd T/A Taco Bell
(AG2019/4040)

TACO BELL ENTERPRISE AGREEMENT 2020

Food, beverages and tobacco manufacturing industry

DEPUTY PRESIDENT CROSS SYDNEY, 19 DECEMBER 2019

Application for approval of the Taco Bell Enterprise Agreement 2020 – correction

[1] The decision issued by the Fair Work Commission on 10 December 2019 [[2019] FWCA 8369, AE506429] is corrected by deleting paragraph [5] and replacing paragraph [5] with the following:

> "The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 February 2020. The nominal expiry date of the Agreement is 9 December 2023."

DEPUTY PRESIDENT

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

1. TITLE

This agreement shall be known as the 'Taco Bell Enterprise Agreement 2020'.

1.1 Arrangement

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2. SCOPE

2.1 This agreement shall apply to Collins Foods Limited, as well as its subsidiaries, licensees and their associated companies operating Taco Bell food outlets and all employees as defined whether or not they are members of the Union.

2.2 Subject to the Fair Work Commission making a note of such coverage upon the approval of this Agreement, this Agreement covers the following registered organisations under the Fair Work (Registered Organisations) Act (hereafter referred to as the Union or Unions) -

- the Shop, Distributive and Allied Employees' Association (SDA);
- the Australian Workers' Union (Queensland Branch) (AWU) in relation to its coverage in North Queensland.

2.3 This agreement shall apply to the exclusion of the Fast Food Industry Award 2010

3. DATE AND PERIOD OF OPERATION

This agreement shall take effect from the beginning of the first pay period commencing on or after 1 February 2020 and shall remain in force for a period of four years from the date of approval of the Agreement by the Fair Work Commission.

4. DEFINITIONS

4.1 The following definitions are to be applied in interpreting the subsequent provisions of this agreement unless the context indicates otherwise.

Act	Unless the context provides otherwise, the Fair Work Act 2009 or any replacement to it.
Award	The Fast Food Industry Award 2010 or other Award, otherwise applicable to the Employer.
Delivery Driver/s	A Team Member as defined engaged in the delivery of the employer's products to customers away from the employer's premises. When not engaged in delivery duties, Delivery Drivers may be directed to perform other Team Member duties.
Employee/s	All Team Members as defined including (school based trainees) but does not include employees classified as managers, trainee managers, cadet managers or employees in any other managerial position.
Employer/s	Collins Foods Limited, as well as its subsidiaries and their associated companies operating Taco Bell food outlets.
FWC	Fair Work Commission or its successors.
NES	National Employment Standards under the Fair Work Act.
Shift Leader (Level 2)	An employee other than a manager (of any description) who has the major responsibility on a day to day basis for supervising team members and/or training new employees.
Shift Worker	For the purpose of the additional week of annual leave provided for in the NES, a shift worker is a seven day shift worker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

Team Meeting	Covers (without limitation) team communications, emergency evacuation drills, induction/orientation, product training, reward and recognition, Workplace health and safety, or other reasons not part of a standard shift.
Team Member/s (Level 1)	An employee engaged in the preparation, the receipt of orders, cooking, sale, serving or delivery of meals, snacks and/ or beverages which are sold to the public primarily to take away or in food courts in shopping centres. Team members will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning of toilets.
Union/s	The Shop, Distributive and Allied Employees' Association (SDA), and the Australian Workers Union (Queensland Branch) (AWU) in relation to its coverage of North Queensland as referred to in Clause 2.2 above.
Weekly Employee/s	A full-time or part-time employee engaged on a weekly contract of employment. Can include employees paid on a fortnightly basis.

4.2 Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

5. CONTRACTS OF EMPLOYMENT

At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be employed on a full-time, part-time or casual basis as follows:

5.1 Full-time Employees

5.1.1 Full-time employees will be engaged by the week and work an average of 38 hours per week.

5.1.2 Full-time employees will be paid an ordinary hourly rate equal to the appropriate weekly rate divided by 38.

5.2 Part-time Employees

5.2.1 A part time employee is an employee who

(a) Works at least six but less than 38 hours per week;
(b) Has reasonably predictable hours of work; and
(c) Receives on a pro-rata basis, equivalent pay and conditions to those of full-time employees.

5.2.2 At the time of engagement, the employer and the part-time employee will agree in writing upon:

(a) the number of hours of work which are guaranteed to be provided and paid to the employee each week, or where the employer operates a roster, the number of hours of work which are guaranteed to be provided and paid to the employee over the roster cycle (the guaranteed minimum hours); and
(b) the days of the week, and the periods in each of those days, when the employee will be available to work the guaranteed minimum hours (the employee's agreed availability).

5.2.3 The employee may not be rostered to work less than three consecutive hours in any shift.

5.2.4 The guaranteed minimum hours shall not be less than six hours per week.

5.2.5 Any change to the guaranteed minimum hours may only occur with written consent of the part-time employee.

5.2.6 Where there has been a genuine and ongoing change in the employee's personal circumstances, the employee may request alteration to the days and hours of the employee's agreed availability with 14 days' written notice to the employer. If the guaranteed hours cannot reasonably be accommodated by the employer within the requested alteration to the employee's agreed availability, then despite clause 5.2.2, those guaranteed minimum hours will no longer apply and the employer and the employee will need to reach a new agreement in writing concerning guaranteed minimum hours in accordance with clause 5.2.2. Where due to availability change, the employee is only available to work on one day, notwithstanding clause 5.2.4, the guaranteed minimum hours shall be amended to 3 hours per week.

5.2.7 A part-time employee may be offered ordinary hours in addition to their guaranteed minimum hours (additional hours) within the employee's agreed availability. The employee may agree to work those additional hours provided that:

(a) Additional hours include time pre and post a rostered shift, and/or additional time worked on non-rostered days;
(b) The additional hours are offered in accordance with clause 9, Hours and Rostering;
(c) The employee may not be rostered for work outside of the employee's availability unless by mutual agreement;
(d) Agreed additional hours are paid at ordinary rates (including any applicable penalties payable for working ordinary hours at the relevant times) and accrue entitlements such as annual leave and personal/carer's leave;
(e) An employee may decline additional hours with the exception of the end of a shift up to a maximum of 15 minutes at the end of a shift, to be paid at ordinary time, subject to the daily and weekly maximums provided elsewhere in this Agreement;
(f) The agreement to work additional hours may be withdrawn by a part-time employee with 14 days written notice;
(g) Additional hours worked in accordance with this clause are not overtime; and
(h) Where there is a requirement to work overtime in accordance with clause 10, Overtime, then overtime rates will apply.

5.2.8 A part-time employee who immediately prior to the operative date of this Agreement has a written agreement with their employer for a regular pattern of hours is entitled to continue to be rostered in accordance with that agreement, unless that agreement is replaced by a new written agreement made in accordance with clause 5.2.2.

5.2.9 Where a part-time employee has over a period of at least 12 months regularly worked a number of ordinary hours that is in excess of the guaranteed minimum hours, the employee may request in writing that the employer agree to increase the guaranteed minimum hours. If the employer agrees to the request, the new agreement concerning guaranteed minimum hours will be recorded in writing. The employer may refuse the request only upon reasonable business grounds, and such refusal must be provided to the employee in writing and specify the grounds for refusal.

5.2.10 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 5.4, Casual Employees.

5.2.11 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the minimum weekly rate prescribed for the class of work performed.

5.2.12 The employer recognises the value of permanent employment over casual employment for all parties, from higher skill retention and development from guaranteed hours, to stability in working arrangements. Where appropriate to all parties' circumstances the employer will promote permanent employment.

5.3 Part-time School-based Trainees

5.3.1 A school-based trainee is a part-time employee undertaking a school-based AQF Certificate Level I-III traineeship, undertaken solely on-the-job or partly on-the-job and partly off-the-job, and engaged in accordance with the minimum hours stipulated by relevant state or territory legislation.

5.3.2 **Payment**

(a) A trainee undertaking a school-based traineeship, who is engaged on a part-time basis, will also be paid an additional loading of 7.5% on all ordinary hours worked instead of being paid annual leave (and loading), paid personal/carer's leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this Agreement apply.

(b) Where the calculated rate (including the 7.5% loading) under (a) is less than the relevant award rate, then the employee will be paid at the award rate plus the relevant additional percentage (i.e. 0.25% or 0.5% as the case may be) payable to part-time employees under Table B of clause 6.1.

Note: the above provisions simplify and are superior to paying the 80% deduction for on-the-job training combined with the 25% loading in lieu of paid leave and applied to the special traineeship wage rates, as prescribed under the relevant Award provisions.

5.3.3 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.

5.3.4 An employee who was employed by an employer immediately before becoming a school-based trainee with the employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee. For the purpose of determining whether a trainee has suffered a reduction, casual loadings are to be disregarded.

5.3.5 **Traineeship Review Meetings**

Trainees attending traineeship review meetings with their Registered Training Organisation (RTO), where the trainee participates in training / assessment with their RTO, will be paid a minimum payment as for one hour worked at their ordinary rate, or where the meeting extends beyond one hour, for the duration of the meeting. Attendance will count as time worked.

5.3.6 In all other respects, part-time school-based trainees are subject to the provisions applicable to other part-time employees, as set out in this Agreement.

5.4 Casual Employees

5.4.1 Casual employees will be engaged by the hour and will receive a minimum daily engagement of three hours.

5.4.2 Casual employees will be paid at an ordinary hourly rate equal to the appropriate weekly rate divided by 38 plus a 25% loading. The casual loading is to compensate for not receiving paid entitlements under the NES and this agreement applicable to permanent employees.

5.4.3 A casual employee not advised of a cancelled shift at least one hour before the employee was to commence work shall receive a payment of two hours pay.

5.5 Right to request casual conversion

5.5.1 An employee engaged as a regular casual employee may request that their employment be converted to full-time or part-time employment.

5.5.2 A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this agreement.

5.5.3 A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months casual employment may request to have their employment converted to full-time employment.

5.5.4 A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

5.5.5 Any request under this subclause must be in writing and provided to the employer.

5.5.6 Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

5.5.7 Reasonable grounds for refusal include that:

(a) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this agreement–that is, the casual employee is not truly a regular casual employee as defined in subclause 5.5.2;

(b) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

(c) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

(d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

5.5.8 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

5.5.9 Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure of this agreement.

5.5.10 Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

(a) the form of employment to which the employee will convert, that is, full-time or part-time employment; and
(b) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 5.2.

5.5.11 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

5.5.12 Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

5.5.13 A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

5.5.14 Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

5.5.15 Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

5.5.16 An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work.

5.5.17 A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in subclause 5.5.16.

5.6 National Employment Standards, Access to the Agreement, etc

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

5.6.2 Inclusion of the NES or other terms of the Act in this agreement does not render them a term of the individual contract of employment except where the legislation provides otherwise.

5.6.3 The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply, either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. WEEKLY EMPLOYEE RATES OF PAY

6.1 The minimum rates of pay will be the following percentages (Table A) of the rates prescribed for the appropriate classification in Table B.

Table A | Minimum rates of pay

Employee Age	Percentage of relevant wage rate in Table B
15 years of age and under	40%
16 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%
21 years of age and over	100%

Table B | Weekly Rates

*FFIA refers to the Award		f.f.p.p* on or after 1 February 2020	f.f.p.p on or after 1 July 2020	f.f.p.p on or after 1 July 2021	f.f.p.p on or after 1 July 2022	f.f.p.p on or after 1 July 2023
Team Member (Level 1) - Including Delivery Driver	Full and Part-time Employees	$815.60 per week (FFIA weekly rate plus 0.25%)	FFIA weekly rate plus 0.25%	FFIA weekly rate plus 0.5%		
	Casuals	$26.7758 per hour (including 25% loading)	FFIA hourly rate plus $0.01 per hour, plus 25% casual loading			
Shift Leader(Level 2)	Full and Part-time Employees	$864.70 per week (FFIA weekly rate plus 0.25%)	FFIA weekly rate plus 0.25%	FFIA weekly rate plus 0.5%		
	Casuals	$28.3851 per hour (including 25% loading)	FFIA hourly rate plus $0.01 per hour, plus 25% casual loading			

*First full pay period

6.2 Weekly rates in this clause shall be rounded to the nearest 10 cents.

6.3 Higher duties

Any employee not appointed but required to undertake higher duties in a shift shall be paid the applicable higher rate for the time work performed in those duties.

6.4 Substitution of rates

Unless otherwise specified or amended, extra rates in this agreement are in substitution for, not cumulative with, other rates arising under this agreement, such that only the highest additional rate is applicable.

Explanatory Note – for example, where overtime rates are applicable, the 10% loading for working 10pm to midnight Monday to Friday is not included in the calculation

7. SHIFT PENALTIES

7.1 The following penalties will be paid on the ordinary hourly rate under Clause 6.

Time of the Week	Who	Full-time or part-time employees	Casual employees
Monday to Friday Midnight to 6am	All employees	15%	40%
Monday to Friday 6am to 10pm	All employees	-	25%
Monday to Friday 10pm to Midnight	All employees	10%	35%
Saturday and Sunday	Team members	25%	50%
Saturday	Shift Leaders	25%	50%
Sunday	Shift Leaders	50%	75%

8. ALLOWANCES

8.1 Meal Allowance

8.1.1 Employees required to work overtime for more than one hour on any day, without being notified on the previous day or earlier of such requirements to work overtime, will at the employer's discretion, either be supplied with a meal by the employer or be paid the meal money allowance of $13.32.

8.1.2 Where such overtime work exceeds four hours, a further meal will be provided or allowance paid.

8.2 Broken Hill

An employee in the County of Yancowinna in New South Wales (Broken Hill) will, in addition to all other payments be paid an allowance for the exigencies of working in Broken Hill for ordinary hours at the rate of $0.98 per hour for an adult (juniors paid at the percentage in Table A of clause 6.1), as increased in accordance with the award.

Note: the above hourly allowance is calculated as 4.28% of 1/38th of the weekly rate for a Shift Leader, rounded to the nearest cent, as prescribed under the Award.

8.3 Laundry Allowance

8.3.1 Where an employee is required to launder their uniform, the employee will be paid the following applicable allowance:

(a) For a full-time employee—$6.25 per week;
(b) For a part-time or casual employee—$1.25 per shift.

8.3.2 Employees will not receive the above allowance in the event the employer elects to launder the uniform.

8.4 Transport allowance

8.4.1 Where an employer requests an employee (other than specified under 8.4.2) to use their own vehicle in the performance of their duties, such employee will be paid an allowance of $0.78 per kilometre.

8.4.2 Where an employee is engaged primarily to perform delivery duties of the employer's product to customers using their own motor vehicle, such employee will be paid an allowance of $0.41 per kilometre.

8.5 Safe Transport

Where an employee commences and/or ceases work after 10:00 pm on any day or prior to 7:00 am on any day, and the employee's regular safe means of transport is not available and the employee is unable to arrange their own alternative safe transport home, the employer shall arrange at its own cost an alternative safe form of transport for the employee.

8.6 Team Meeting Allowance

8.6.1 Employees who are directed to attend team meetings as part of a rostered shift will have such time treated as time worked.

8.6.2 Where employees voluntarily attend a meeting when not working a rostered shift, they will be paid an allowance equivalent to the time spent at the meeting, with a minimum payment of one hour, at the employee's ordinary hourly rate of pay, including any relevant night or weekend penalties. Where the duration of the meeting extends beyond one hour, employees will be paid for the duration of the meeting at their ordinary hourly rate.

8.6.3 The employer may make use of this subclause on no more than six occasions in relation to any one individual in any one year.

8.7 Skills Champion Allowance

Team members occasionally rostered by the employer to perform the function of assisting other team members in learning non-certified, on-the-job skills (but without the major responsibility on a day-to-day basis for supervising and/or training new employees), shall receive an additional allowance of 1.5% of their base rate whilst performing such work.

8.8 Allowance Increases

No allowance in this clause will be less than the applicable allowance in the Fast Food Industry Award 2010 during the life of the agreement.

9. HOURS AND ROSTERING

9.1 All ordinary hours of work will be worked within a spread of 11 hours, inclusive of breaks, each day Monday to Sunday.

9.2 Hours of work on any day will be continuous, except for rest pauses and meal breaks.

9.3 The maximum engagement an employee may be rostered on any shift shall be 10 hours exclusive of meal breaks.

9.4 All rosters for full-time employees shall provide for 152 hours over any four week cycle.

9.5 Rostered hours shall be worked on not more than five days in each week, provided that rostered hours may be worked on six days in one week if in the following week rostered hours are worked on not more than four days. An employee will only work more than six consecutive days over adjoining weeks at ordinary rates at the employee's election.

9.6 All employees must be rostered in such a way that they shall receive at least two consecutive days off each fortnight, unless mutually agreed otherwise (for example, as in the provided availability of the employee).

9.7 There shall be a minimum break of 10 hours between a weekly employee's finishing time on one shift and commencing time on the next shift (including overtime). At the regular changeover of shifts (i.e. no more than once per week), eight hours may be substituted for 10 hours.

9.8 The employer shall determine a roster setting out the hours to be worked by each full-time or part-time employee in any week which shall be displayed seven days in advance. Employees may be required to sign in acceptance of their weekly hours. The roster shall not be varied within the seven day period other than by mutual agreement.

9.9 The employer shall notify employees of the start and finish dates of the roster cycle.

9.10 The employer shall take into account an employee's study commitments and an employee's access to safe transport home when rostering, consistent with the outlet's operational needs and the availability of other staff.

9.11 Rosters will not be changed so as to avoid an entitlement under this Agreement.

10. OVERTIME

10.1 Subject to the following, employees shall work reasonable overtime as required by the employer.

10.2 An employee may refuse to work reasonable overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

(a) any risk to employee health or safety;
(b) the employee's personal circumstances including any family responsibilities;
(c) the needs of the workplace or enterprise;
(d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
(e) any other relevant matter.

10.3 The overtime shall be calculated on a daily basis and where possible be paid on the pay day for the week in which it was worked. In no case will the employee receive payment later than the following week (or fortnight for someone receiving fortnightly pay).

10.4 The employer shall authorise overtime prior to it being worked and employees shall not be paid at overtime rates unless so authorised.

10.5 Except where otherwise provided, authorised overtime shall be payable at time and one half of the ordinary rate for the first two hours and double the ordinary rate thereafter (casual employees also receive their causal loading) as follows:

(a) where an employee works more than 10 hours (excluding meal breaks) on any day;
(b) where an employee works in excess of five days per week (or six days or four days worked pursuant to subclause 9.4, Hours and Rostering, or more than six consecutive days over adjoining weeks other than by mutual agreement);
(c) where a casual employee works in excess of 38 hours per week;
(d) where a full-time employee works in excess of 152 hours in a four week cycle;
(e) where a part-time employee works hours in excess of the agreed hours in clause 5.2.2 or as varied under clause 5.2.7;
(f) where a part-time employee works in excess of 38 rostered hours per week;
(g) where a part-time employee works in excess of 76 hours per 2-week cycle when working additional hours;
(h) where an employee is required to work outside the spread of 11 hours on any day;
(i) where a weekly employee is required to start work before they have completed an interval of at least 10 consecutive hours rest from their previous finishing time (or eight hours at the regular changeover of shifts as provided in subclause 9.7 above);
(j) Subject to clause 5.2.7, where an employee (other than a casual) works at times other than those for which the employee was rostered to work.

10.6 All overtime worked on a Sunday for weekly employees will be paid at double time (for casuals 225% inclusive of the casual loading)

10.7 All over time worked on a public holiday for weekly employees will be paid at double time and a half of the ordinary time rate (for casuals 275% inclusive of the casual loading)

10.8 Where an employee called in to work overtime on a Sunday and that work is not immediately preceding or immediately following ordinary hours, then the employee must be paid a minimum payment of four hours at such rate.

10.9 Subject to 5.2.7, all work on a day that a weekly employee is rostered off shall be paid for at the rate of double time (or 250% on a public holiday) with a minimum payment as for three hours worked.

10.10 Time Off in Lieu of Payment for Overtime

By mutual agreement, time off may be taken in lieu of payment for overtime provided that:

(a) Time off shall be calculated at the penalty equivalent.
(b) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
(c) Time off must be taken within one calendar month of the working of overtime, or it shall be paid out.

11. MEAL BREAKS

11.1 An employee who works five or more ordinary hours on any day shall receive an unpaid meal break of between 30 and 60 minutes duration.

11.2 An employee shall receive an additional unpaid meal break of between 30 and 60 minutes duration when they have worked nine hours or more.

11.3 In lieu of the above unpaid meal break, a Shift Leader may be required to have a 20 minute paid crib break, which is to be taken according to operational requirements.

11.4 No meal break shall be given or taken within one hour of an employee's commencing or ceasing time.

12. REST PAUSES

12.1 Each employee who works four hours or more continuously on any day shall be allowed a paid rest pause of 10 minutes. The timing of this break shall be arranged by the employer when convenient for it to be taken.

12.2 An additional 10 minutes rest pause shall be provided when an employee works more than eight hours on any one shift.

12.3 Except as provided in this subclause, no rest pause shall be given or taken within one hour of an employee's commencing or ceasing time or within one hour before or after any meal break. Where a part-time or casual employee is required to work up to one hour beyond the employee's rostered finishing time in order to meet unforeseen operational or staffing requirements, a rest pause may be taken within one hour of the employee's ceasing time.

13. PAYMENT OF WAGES

13.1 Employees shall be paid according to their rostered hours, providing they are ready and available to work those hours.

13.2 Wages shall be paid fortnightly or weekly in arrears at the employer's option.

13.3 Payment may be made by Electronic Funds Transfer into a bank account nominated by the employer, or by cash or cheque at the employer's option.

13.4 Employees shall be supplied each pay period with a statement detailing the calculation of their wages and the deductions made from their wages. Information to be provided shall include annual leave balances where the employer's payroll system is able to provide this.

14. SUPERANNUATION

14.1 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

14.2 Voluntary Employee Contributions

14.2.1 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 14.3.

14.2.2 An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

14.2.3 The employer must pay the amount authorised under clauses 14.2.1 or 14.2.2 no later than 28 days after the end of the month in which the deduction authorised above was made.

14.3 Superannuation Fund

14.3.1 Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 14.1 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 14.1 and pay the amount authorised under clauses 14.1 and 14.2 to one of the following superannuation funds or its successor, providing the fund provides a MySuper product:

(a) Retail Employees Superannuation Trust (REST); or
(b) Sunsuper.

14.4 Absence from Work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 14.1 and pay the amount authorised under clauses 14.2.1 or 14.2.2

(a) Paid leave—while the employee is on any paid leave.
(b) Work-related injury or illness—For the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

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

15. PUBLIC HOLIDAYS

15.1 Public holidays are provided for in the NES.

15.2 An employer and a majority of employees may agree to substitute another day for a public holiday. If an employee works on either the public holiday or the substitute day public holiday penalties apply. If both days are worked, the public holiday penalties must be paid on one day chosen by the employee.

15.3 Full-time and part-time employees who as part of their roster cycle work on a day on which any of the public holidays fall, and who choose not to work any part of their ordinary hours on such public

holiday, shall be deemed to have worked the number of hours the employee would have worked had the day not been a public holiday.

15.4 Where an employee has an entitlement to any public holiday under this Clause and this holiday falls within an employee's period of paid annual leave, they shall be entitled to a paid public holiday at ordinary rates. If a public holiday falls during periods of unpaid leave, the employee will not be entitled to any public holiday payment.

15.5 Work other than overtime on a public holiday by a weekly employee must be compensated by payment at the rate of double time and a quarter of the ordinary rate, casual employees will receive 250% (inclusive of the casual loading).

16. ANNUAL LEAVE

16.1 All weekly employees (other than shiftworkers as defined) will be entitled to leave of absence on full pay (except for part-time school-based trainee employees, where their rate is loaded for annual leave) equal to four working weeks (ie. 152 hours for full-time employees and pro rata for part-time employees).

16.2 An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work each period and accumulates from year to year.

16.3 Employees taking annual leave shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the period of leave.

16.4 Where an employee has an entitlement to any public holiday under clause 15, Public Holidays and this holiday falls within an employee's period of annual leave, there shall be added to that period one day being an ordinary working day for each such holiday observed.

16.5 Any time in respect of which an employee is absent from work on approved paid leave shall count for the purpose of determining the right to or accrual of annual leave.

16.6 Annual leave shall be taken at a time mutually agreed upon by the employer and employee according to the needs of the business. In the absence of agreement, it shall be taken at a time fixed by the employer.

16.7 During a period of annual leave and on termination a weekly employee will receive a loading of either 17.5 percent of the weekly rate or the relevant weekend penalty rates, whichever is greater, but not both.

16.8 Cashing Out of Annual Leave

16.8.1 Paid annual leave must not be cashed out except in accordance with an agreement under this sub-clause.

16.8.2 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this sub-clause.

16.8.3 An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

16.8.4 An agreement under this sub-clause must state:

(a) the amount of leave to be cashed out and the payment to be made to the employee for it; and
(b) the date on which the payment is to be made.

16.8.5 An agreement under this sub-clause must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

16.8.6 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

16.8.7 An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks.

16.8.8 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two weeks.

16.8.9 The employer must keep a copy of any agreement under this sub-clause as an employee record.

16.9 Annual leave in advance

16.9.1 An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

16.9.2 An agreement must:

(a) state the amount of leave to be taken in advance and the date on which leave is to commence; and
(b) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
(c) The employer must keep a copy of any agreement under this sub-clause as an employee record.

16.9.3 If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under this sub-clause, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

16.10 Excessive leave accruals: general provision

16.10.1 An employee has an excessive leave accrual if the employee has accrued more than eight weeks' paid annual leave.

16.10.2 If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

16.10.3 Clause 16.11 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

16.10.4 Clause 16.12 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

16.11 Excessive leave accruals: direction by employer that leave be taken

16.11.1 If an employer has genuinely tried to reach agreement with an employee under clause 16.10.2 but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

16.11.2 However, a direction by the employer under paragraph 16.11.1:

(a) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six weeks when any other paid annual leave arrangements are taken into account; and
(b) must not require the employee to take any period of paid annual leave of less than one week; and
(c) must not require the employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the direction is given; and
(d) must not be inconsistent with any leave arrangement agreed by the employer and employee.
(e) The employee must take paid annual leave in accordance with a direction under paragraph 16.11.1 that is in effect.
(f) An employee to whom a direction has been given under paragraph 16.11.1 may request to take a period of paid annual leave as if the direction had not been given.

16.12 Excessive leave accruals: request by employee for leave

16.12.1 If an employee has genuinely tried to reach agreement with an employer under clause 16.10.2 but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave

16.12.2 However, an employee may only give a notice to the employer under sub-clause 16.12.1 if:

(a) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
(b) the employee has not been given a direction under clause 16.11.1 that, when any other paid annual leave arrangements (whether made under clause 16.10, 16.11 or 16.12 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

16.12.3 A notice given by an employee under paragraph 16.12.1 must not:

(a) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 16.10, 16.11 or 16.12 or otherwise agreed by the employer and employee) are taken into account; or
(b) provide for the employee to take any period of paid annual leave of less than one week; or
(c) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
(d) be inconsistent with any leave arrangement agreed by the employer and employee.

16.12.4 An employee is not entitled to request by a notice under clause 16.12.1 more than four weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker as defined by clause 4.1) in any period of 12 months.

16.12.5 The employer must grant paid annual leave requested by a notice under clause 16.12.1.

17 PAID PERSONAL / CARER'S LEAVE

Note – unless the context indicates otherwise, the following are only intended as a summary of provisions arising under the NES. Please refer to the NES for full provisions.

17.1 Amount of leave

For each year of service with the employer, an employee (other than a casual) is entitled to 10 days of paid personal/carer's leave in accordance with the NES, or the equivalent unpaid leave for a part-time school-based trainee. Part-time employees shall receive a pro rata entitlement in accordance with clause 5, Contracts of Employment and the NES.

17.2 Accrual of leave

An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year in accordance with the NES.

17.3 Payment of leave

An employee may take paid personal/carer's leave at their base rate of pay for the number of hours rostered to be worked by the employee on that day if the leave is taken:

17.3.1 because the employee is not fit for work because of personal illness, or personal injury, affecting the employee;

17.3.2 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 personal injury, affecting the member; or
- unexpected emergency affecting the member;

17.3.3 because a parent, spouse or child of the employee dies, in which case the total of compassionate leave and personal/carer's leave may be up to a total of 5 days.

17.3.4 where personal/carer's leave is exhausted, the employee may use annual leave by agreement with the employer.

17.3.5 leave shall not be paid for any period that the employee is entitled to workers' compensation.

17.3.6 If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

17.4 Notice Requirements

To enable the employer to efficiently conduct business and offer quality service to customers, it is required that employees give as much notice as possible that they will be absent from work on personal/carer's leave, and preferably prior to commencing time on the first day of absence. In any event they shall notify their employer as soon as reasonably practicable and advise their anticipated date of return.

17.5 Supporting Evidence Requirements

17.5.1 The employer may require an employee to produce reasonable proof satisfactory to the employer on occasions when an employee is absent from work on personal/carer's leave. Other than for the first two single day absences in any one year, the employee may be required to produce a doctor's certificate stating the nature of the illness or injury to be entitled to personal / carer's leave where this is relevant.

17.5.2 In lieu of a medical certificate, the employer may accept a statutory declaration where it was impracticable for the employee to provide a medical certificate.

17.6 Disciplinary Process

An employee who has clearly demonstrated a pattern of abuse of the use of his or her personal / carer's leave entitlements, including failing to observe the notice requirements under 17.4 or failing to submit supporting evidence as provided for in clause 17.5, may be subject to disciplinary action.

18. UNPAID LEAVE

18.1 An employee (including a casual) may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in 17.3., subject to the evidence requirements in 17.5.

18.2 As permitted under the NES, an employee may take unpaid carer's leave for a particular permissible occasion as:

18.2.1 a single continuous period of up to two days; or

18.2.2 any separate periods to which the employee and his or her employee agree.

18.3 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

18.4 Otherwise, employees may by agreement with the employer, take unpaid periods of leave of more than one week and up to 12 months without breaking their continuity of employment. All accrued entitlements, including long service, annual and sick leave and public holidays will be frozen from the date of commencing unpaid leave until the date of return.

19. DEFENCE FORCES AND COMMUNITY SERVICES LEAVE

19.1 Defence Force Services Leave

19.1.1 Subject to operational requirements, an employee, other than a casual, shall be allowed unpaid leave or paid leave using accrued annual or long service leave entitlements to attend Defence Forces Reserve approved training where the absence is reasonable having regard to all the circumstances.

19.1.2 Employees seeking to take Defence Force Services Leave must provide notice to the employer at least one month prior to the period of training. The notice should detail the start and finish dates for training.

19.2 Community Services Leave

19.2.1 Employees carrying out of a voluntary emergency management activity shall be permitted to take unpaid leave, or paid leave using accrued annual or long service leave entitlements, where the absence is reasonable having regard to all the circumstances.

19.2.2 The provisions of Division 8 of Part 2-2 of the Act shall be used in interpreting the provisions of this sub-clause.

20. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

20.1 Definitions

20.1.1 In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.20.1.2 A reference to a spouse or de facto partner in the definition of family member in clause 20.1.1 includes a former spouse or de facto partner.

20.2 Entitlement to unpaid and paid leave

20.2.1 An employee is entitled to 10 days unpaid leave to deal with family and domestic violence, and additionally part-time and full-time employees are entitled to access their accrued personal/careers leave for a maximum of three days paid leave, as follows:

(a) the leave is available in full at the start of each 12-month period of the employee's employment; and
(b) the leave does not accumulate from year to year; and
(c) the 10 days unpaid leave is available in full to part-time and casual employees.

Note:

1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.
2. The employer and employee may agree that the employee may take more than 10 days unpaid leave to deal with family and domestic violence.

20.3 Taking paid and unpaid leave

20.3.1 An employee may take unpaid leave to deal with family and domestic violence if the employee:

(a) is experiencing family and domestic violence; and
(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

20.4 Service and continuity

20.4.1 The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

20.5 Notice and evidence requirements

20.5.1 Notice

An employee must give their employer notice of the taking of leave by the employee under clause 20. The notice:

(a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
(b) must advise the employer of the period, or expected period, of the leave.

20.5.2 Evidence

An employee who has given their employer notice of the taking of leave under clause 20 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 20.3.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

20.6 Confidentiality

20.6.1 Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 20.5.2 is treated confidentially, as far as it is reasonably practicable to do so.

20.6.2 Nothing in clause 20 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

20.7 Compliance

An employee is not entitled to take leave under clause 20 unless the employee complies with clause 20.5.

21. UNIFORMS

21.1 Where uniforms are supplied to an employee, and if requested by the employer, a once only deposit of up to $35.00 (not exceeding the value of the uniform) shall be paid by the employee by means of $5.00 instalments withheld by the employer from the employee's wages during the first seven pay periods. This deposit shall be repaid to the employee on termination plus a $3 additional payment, on the basis that the uniforms issued to them are returned to the employer in good condition, fair wear and tear excepted.

21.2 In lieu of such deposit, employers may withhold up to $35.00 (not exceeding the depreciated value of the uniform) from the termination payment due to any employee until such time as the employee returns any uniform in his or her possession in good condition, fair wear and tear excepted.

22. REIMBURSEMENT OF TRAVELLING EXPENSES

22.1 Excess travelling costs

Where at the employer's direction employees are required to temporarily transfer from one of the employer's establishments to another, for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the employer.

22.2 Travelling time reimbursement

22.2.1 An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.

22.2.2 Where the employer provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling from such pick up point and return thereto.

22.2.3 The rate of pay for travelling time will be the ordinary time rate except on Sundays and public holidays when it will be time and a half.

22.2.4 Provided that such payments shall cease when the employee has been permanently transferred to the establishment.

23 LONG SERVICE LEAVE

As per State or Territory legislation.

24 COMPASSIONATE LEAVE

Note – unless the context indicates otherwise, the following are only intended as a summary of provisions arising under the NES. Please refer to the NES for full provisions.

24.1 When a member of the employee's immediate family (i.e. the employee's spouse, parent, step-parent, foster-parent, son-in-law, daughter in law, parent-in-law, grandparent, grandparent-in-law, child, foster-child, step-child, grandchild, brother or sister), former de-facto or a member of the employee's household:

(a) contracts or develops a personal illness that poses a serious threat to his or her life; or
(b) sustains a personal injury that poses a serious threat to his or her life; or
(c) dies;

the employee shall be entitled to take compassionate leave for each such occasion, which shall not exceed three days. (Note extra leave may be available under the personal/carer's leave provisions upon the death of a parent, spouse or children of the employee).

24.2 The employee may take compassionate leave if the leave is taken to spend time with the member of the employee's immediate family or household:

(a) who has contracted or developed the personal illness, or sustained the personal injury; or
(b) after the death of the member of the employee's immediate family or household referred to above.

24.3 A full-time or part-time employee shall be entitled to take paid leave for each such occasion, to be paid at the employee's base rate of pay. A casual or part-time school-based trainee employee's entitlement is to unpaid leave only.

24.4 The leave may be taken as:

(a) a single continuous period of up to three days; or
(b) up to three separate periods of one day each; or
(c) any separate periods to which the employee and his or her employer agree.

24.5 If the occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

24.6 Proof of the occasion shall be provided by the employee to the satisfaction of the employer, together with proof of attendance in the case of a funeral outside Australia.

24.7 Upon the death of an aunt or uncle, a full-time or part-time employee shall be entitled to paid compassionate leave based upon ordinary time earnings which shall not exceed one day for attendance at the funeral. A part-time school-based trainee is entitled to unpaid leave. Proof of such death shall be provided by the employee to the satisfaction of the employer.

25 PARENTAL LEAVE AND FLEXIBLE WORK ARRANGEMENTS

25.1 Full-time employees, part-time employees and casual employees engaged on a regular and systematic basis who have at least twelve months continuous service shall be entitled to Parental Leave (unpaid Maternity, Paternity and Adoption Leave and the right to work part-time with the consent of the employer) in accordance with the National Employment Standards (NES), from the commencement of this agreement.

25.2 In addition to the NES entitlements, the employer will provide employees who are taking responsibility for permanent or long term care of a child through a permanent care order or equivalent long-term foster arrangement, access to unpaid parental leave under the same terms as applicable to employees who adopt a child.

25.3 An employee may request a change in working arrangements under s.65 of the Act. Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

(a) the needs of the employee arising from their circumstances;
(b) the consequences for the employee if changes in working arrangements are not made; and
(c) any reasonable business grounds for refusing the request.

25.4 If the employer refuses the request and has not reached an agreement with the employee under clause 25.3, the employer must provide a written response to the employee

(a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
(b) If the employer and employee could not agree on a change in working arrangements under clause 25.3, the written response under s.65(4) must:
    (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
    (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

25.5 If the employer and the employee reached an agreement under clause 25.3 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

25.6 Disputes over an employer's refusal of an employee's request to work flexible hours or return to work on a part-time basis under the NES shall be dealt with in accordance with clause 32 – Disputes Procedure.

26 SHUT DOWN AND REFURBISHMENTS

26.1 Employees may be required to take a nominated period of annual leave over annual shut down or refurbishment periods. Prior to the shutdown, the employer shall notify employees of the dates during which the leave is to be taken. An employee who does not have sufficient leave at the time of the shutdown, shall be required to take leave without pay for the duration of the shutdown.

26.2 Where possible the employer shall attempt to find the employee suitable work at another geographically nearby store.

27 JURY SERVICE

27.1 Under the NES, full-time or part-time employees shall be allowed leave when required to attend for jury service. During such leave, the employee shall be paid the difference between the jury service fees received and the employee's ordinary time earnings (including loadings where applicable) as if working, for the first 10 days. Unless State or territory court rules may provide for additional payment obligations in excess of the NES requirements.

27.2 To receive payment, an employee shall provide to the employer:
(a) proof of their requirement to attend jury service,
(b) proof of actual attendance,
(c) proof of jury fees received for such service.

27.3 The employee shall give the employer notice of such requirement to attend as soon as practicable after having received notification to attend for jury service.

27.4 The employer will not require the employee to attend for duty before or after attending for jury service so that the period of jury service and working time combined would exceed eight hours per day or five days per week.

28 NATURAL DISASTER LEAVE

Where a yellow alert or a state of emergency is declared, or where flooding, earthquake bushfires, or a snow storm, occur, or are imminent, an employee shall be allowed to leave work to care for their family and/or property where there is a genuine risk, as unpaid leave.

29 TERMINATION OF EMPLOYMENT – WEEKLY EMPLOYEES

29.1 All employees will be subject to a six month trial period after commencing employment. At any time up to the completion of the trial period, should the employee fail to meet or maintain standards of performance or behaviours required by the employer, the company may terminate the employee's employment with one week's notice.

29.2 The employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).

29.3 Under the NES, an employer is required to give employees the following period of notice on termination, or the equivalent period of wages shall be paid in lieu:

Length of service	Notice entitlement
1 year and 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

Employees over the age of 45 years are entitled to one extra week's notice if they have more than two years of continuous service with the employer.

29.4 Employees are required to give the employer one week's notice, or the equivalent period of wages shall be forfeited if the employee is at least 18 years of age.

29.5 Where the employer has given notice of termination to an employee, an employee shall be allowed up to one day off without loss of pay for the purpose of seeking other employment. The time off shall be taken at a mutually agreeable time.

29.6 Nothing in this clause shall affect an employer's right to dismiss an employee without notice as set out in clause 33, Disciplinary Procedure in which case an employee shall be entitled to be paid only to the time of instant dismissal.

29.7 Payment in lieu of notice shall be calculated using an employee's weekly ordinary time earnings as provided by the NES.

29.8 Termination pay shall be paid within seven days of the termination date where practicable or on the next pay day after termination.

29.9 The employer shall, when requested, provide to the employee a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.

30 ABANDONMENT OF EMPLOYMENT

30.1 The parties recognise that the onus is on the employee to advise the employer when the employee is unable to work and to ensure contact details are up to date.

30.2 The absence of an employee from work for a continuous period of three consecutive rostered days without just cause and without notification to their leader will be evidence that the employee has abandoned the employment.

30.3 The employer will provide in writing (email where provided, otherwise by post) notification that failure to contact the employer within seven working days with a satisfactory explanation for the absence will result in the employer regarding the employee as having abandoned their employment.

30.4 Termination of employment by abandonment in accordance with this clause will operate from the date of the last attendance at work.

30.5 Where it is established that the absence was for a reasonable cause, within four weeks of the termination date, the employer will reinstate the employee to their former position.

31 CONTINUITY OF EMPLOYMENT

With regard to service-related entitlements of employees provided in this agreement, service shall be deemed to be continuous upon the sale or transfer of a business from one employer party to another who continues to employ the particular employee. No severance or redundancy payments will be required to be made where the employee continues to be employed on no less advantageous conditions.

32 DISPUTES PROCEDURE

32.1 Any grievance or dispute that arises including an NES dispute shall wherever possible be settled by discussions at the workplace between the employee and the employee's direct manager or leader.

32.2 If the matter is not resolved at this level the matter will be further discussed between the employee, the employee's manager and the Area or other relevant Manager.

32.3 If no agreement is reached, the relevant union official will discuss the matter with the employer's representatives.

32.4 Should the matter still not be resolved it shall then and only then be referred to the FWC in accordance with the Act, including by compulsory arbitration of disputes about matters arising under the Agreement or in relation to the NES as provided by s.186(6) of the Act, should this be requested by the Union or the employer party to the dispute. If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

32.5 Whilst the above procedure is being followed work shall continue normally without bans or limitations.

32.6 The Union will be able to represent the employee at any stage of the process.

33 DISCIPLINARY PROCEDURE

33.1 Formal disciplinary action for dealing with substandard performance or misconduct involving employees shall be in accordance with the following procedure:

33.1.1 Counselling and Retraining

Where an employee's performance is, in the employer's opinion, substandard, formal disciplinary action should only be undertaken after the employee has had the opportunity of counselling and/or retraining and also a review of expected performance standards.

33.1.2 In cases where an employee's performance continues to be substandard in the employer's opinion, the following steps will apply:

Step One: Initial Warning
Usually, an initial written or verbal warning will be issued in cases of continued substandard performance or minor misconduct.

Step Two: Final Written Warning
Usually, a final written warning will be issued in cases where substandard performance continues after the employee has previously received an initial warning, or for minor misconduct, or for serious misconduct where instant dismissal is not warranted.

Step Three: Dismissal
Dismissal will usually follow when the employee has failed to comply with the final written warning.

33.1.3 Instant Dismissal

The employer may dismiss an employee without notice for serious misconduct at work including but not limited to rudeness or abuse to customers, insubordination, dishonesty (including theft and / or fraud), drunkenness or being under the influence of illegal drugs, or in unauthorised possession of or misuse of drugs, in which case the employee shall be entitled to be paid up to the time of dismissal only.

33.2 All written warnings shall be placed on the employee's personnel file. The employee shall be requested to sign the warning. The employee shall be entitled to a copy of a warning upon request.

33.3 Warnings for substandard performance should include an improvement plan for the employee, stating the time frame for sustained improvement to occur.

33.4 The employee or employer may require the presence of a representative or witness at the disciplinary interview.

34 SAFETY

34.1 Parties agree that safety in the workplace and the avoidance of injuries is of prime importance. The employer will ensure that adequate safety training is provided to employees and employees will at all times conduct themselves in a manner which promotes a safe workplace.

34.2 Subject to clause 21, Uniforms employers shall supply appropriate protective clothing and equipment as required and employees are required to wear such clothing and equipment.

34.3 Employees shall report all injuries and safety concerns to the employer or their management representative as soon as is practicable.

35 ACCIDENT PAY

35.1 If following an injury, an employee receives workers' compensation under the applicable State or Territory legislation, then that compensation payment shall be increased by the employer to the amount of the ordinary time weekly rate prescribed by this agreement for the average rostered hours worked by the employee at the time of the accident. This payment made by the employer will be limited to a maximum period of 26 weeks from the date of the accident or injury.

35.2 The provisions of this clause shall not apply in respect of any injury during the first seven consecutive days (including non-working days) of incapacity.

36 FACILITIES

36.1 The employer shall where reasonably practicable provide facilities so that personal possessions of employees who are working can be secured. This shall not indicate liability on the part of the employer for loss of an employee's possessions.

37 SEXUAL HARASSMENT

37.1 It is acknowledged that sexual harassment in the workplace is totally unacceptable and the parties undertake to take whatever steps are necessary to prevent such practices.

37.2 The employer shall immediately investigate any complaint and every endeavour made to resolve the matter promptly.

38 FLEXIBILITY TERM

38.1 Despite anything else in this agreement, the employer and an individual employee may agree to vary the application of the terms of this agreement relating to any of the following in order to meet the genuine needs of both the employee and the employer:

(a) arrangements for when work is performed; or
(b) overtime rates; or
(c) penalty rates; or
(d) allowances; or
(e) annual leave loading.

38.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

38.3 An agreement may only be made after the individual employee has commenced employment with the employer.

38.4 An employer who wishes to initiate the making of an agreement must:

(a) give the employee a written proposal; and
(b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

38.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

38.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and
(b) identify the agreement term, or agreement terms, the application of which is to be varied; and
(c) set out how the application of the agreement term, or each agreement term, is varied; and
(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
(e) state the date the agreement is to start.

38.7 An agreement must be:

(a) in writing; and
(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

38.8 Except as provided in clause 38.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee

38.9 The employer must keep the arrangement as a time and wages record and give a copy to the employee within 14 days of it being agreed to.

38.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of this agreement provided for by an agreement.

38.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or
(b) by the employer or employee giving 28 days' written notice to the other party.

Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this agreement term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the Act).

38.12 An agreement terminated as mentioned in clause 38.11(b) ceases to have effect at the end of the period of notice required under that clause.

38.13 The right to make an agreement under this clause is additional to, and does not affect, any other term of this agreement that provides for an agreement between an employer and an individual employee.

39 CONSULTATION

39.1 **Consultation about major workplace change**

If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
(b) discuss with affected employees and their representatives (if any):
    i. the introduction of the changes; and
    ii. their likely effect on employees; and
    iii. measures to avoid or reduce the adverse effects of the changes on employees; and
    iv. commence discussions as soon as practicable after a definite decision has been made.

39.2 For the purposes of the discussion under clause 39.1, the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

(a) their nature; and
(b) their expected effect on employees; and
(c) any other matters likely to affect employees.

39.3 Clause 39.1 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

39.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 38.1.

39.5 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 39.1 and 39.2 are taken not to apply.

39.6 In this clause, significant effects on employees, includes any of the following:

(a) termination of employment; or
(b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
(c) loss of, or reduction in, job or promotion opportunities; or
(d) loss of, or reduction in, job tenure; or
(e) alteration of hours of work; or
(f) the need for employees to be retrained or transferred to other work or locations; or
(g) job restructuring.

39.7 **Consultation about changes to rosters or hours of work**

39.7.1 These provisions apply if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

39.7.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

39.7.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 39.7.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

39.7.4 The employer must consider any views given under clause 39.7.3(b).

39.7.5 Clause 39.7 is to be read in conjunction with any other provisions of this agreement concerning the scheduling of work or the giving of notice.

40 UNION DELEGATE

40.1 An employee elected as Union delegate in the establishment in which he or she is employed shall upon written notification by the Union organiser to the employer's local management representative be recognised as the accredited representative of the Union.

40.2 The employer may at its discretion grant paid, part paid or unpaid leave for duly elected or appointed Union delegates to attend training curses or programs conducted or approved by the Union.

40.3 Written requests to attend training seminars by delegate(s) shall be made to the employee's direct management between four and eight weeks prior to the date of commencement of the course. Where possible, the maximum amount of notice shall be given. If less than four weeks' notice is given, leave need not be granted by the employer.

40.4 Leave granted pursuant to this clause shall count as service for all purposes of this agreement.

40.5 On completion of the course the employee shall, upon request, provide to the employer proof of their attendance at the seminar, and an outline of the course content.

40.6 Employees granted leave pursuant to this clause shall, upon request, inform the employer after the completion of the seminar of the nature of seminar and their observations on it.

41 UNION RECOGNITION AND UNION MEMBERSHIP

41.1 The employer recognises the Shop, Distributive and Allied Employees Association (SDA) and the Australian Workers Union (AWU) in North Queensland as being the Unions that represent employees who are covered by this agreement. This representation will extend to all terms and conditions of employment covered by this agreement.

41.2 All employees, including new employees at the point of recruitment, shall be given an application form to join the Union together with a statement of the employer's policy positively promoting Union membership.

41.3 The employer undertakes upon authorisation to deduct Union membership dues as levied by the Union in accordance with its rules from the pay of employees who are members of the Union. Such monies collected will be forwarded to the appropriate branch of the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

41.4 The employer shall provide a noticeboard or section of a notice board for the display of official union notices. Such union notices shall be shown to management prior to placement on the noticeboard.

42 SIGNATURES

Employee Representative Signature

GERARD DWYER
Print Full Name

SDAEA - NATIONAL SECRETARY
Employee Representative Authority

L6, 53 QUEEN ST, MELBOURNE
Address

18 - 10 - 2019
Date

Employer Authorised Person Signature

DAWN LESLEY LINAKER.
Print Full Name

DIRECTOR.
Position / Authority

L3, 485 Kingsford Smith Drive, Hamilton
Address

22/10/19.
Date

Witnessed by:

Witness Signature

MITCHELL WORSLEY
Print Name

L3, 8 QUAY ST HAYMARKET NSW
Address

18/10/19
Date

Witnessed by:

Witness Signature

Frances Finucan
Print Name

872 Oxley Rd, Oxley, Brisbane Q 4075
Address

22/10/19
Date

SCHEDULE A: SUPPORTED WAGE SYSTEM

1. This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

2. In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

3. **Eligibility criteria**

3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

4. **Supported wage rates**

4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause 5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

4.2 Provided that the minimum amount payable must be not less than $87 per week.

4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

5. **Assessment of capacity**

5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement and retained by the employer as a time and wages record in accordance with the Act.

6. **Lodgement of SWS wage assessment agreement**

6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

7. **Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

8. **Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

9. **Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

10. **Trial period**

10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

10.3 The minimum amount payable to the employee during the trial period must be no less than $87 per week.

10.4 Work trials should include induction or training as appropriate to the job being trialled.

10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 5 hereof.

SCHEDULE B: REDUNDANCY

1. Redundancy

Redundancy occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

2. Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if they had been terminated, and the employer may make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

3. Severance Pay

In addition to the period of notice provided in clause 26 - Termination of Employment, a full-time or part-time employee whose employment is terminated for reasons set out above shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	**Severance pay**
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

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

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

3.1 The payments do not apply under the situations under s.122 of the Act, that is, where – the employer obtains other acceptable employment for the employee; or

3.2 where in a transfer of employment situation, if the second (new) employer recognises the employee's service with the first (old) employer; or

3.3 the employee rejects an offer of employment made by another employer (the second employer) that:

- 3.3.1 is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before the termination;
- 3.3.2 and recognises the employee's service with the first employer; and
- 3.3.3 had the employee accepted the offer, there would have been a transfer of employment in relation to the employee.

4. Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in clause 1 above may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payment under this schedule had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

5. Time Off During Notice Period

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

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

5.3 For this purpose, a statutory declaration will be sufficient.

6. Employees Exempted

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

SCHEDULE C: PART DAY PUBLIC HOLIDAYS

Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christ Eve and New Year's Eve and will override any provision in this Agreement relating to public holidays o the extent of the inconsistency;

a. All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
b. Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
c. Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken to be on annual leave between those hours of 7.00pm and midnight and that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
d. Where an employee works any hours between 7.00pm and midnight, they will be entitled to the appropriate public holiday penalty rate (if any) in this Agreement for those hours worked.

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2019 4040

Applicant: Collins Foods Subsidiary Pty Ltd T/A Taco Bell

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Dawn Linaker, Chief People Officer for Collins Foods Subsidiary Pty Ltd T/A Taco Bell (**Company**), give the following undertaking with respect to the *Taco Bell Enterprise Agreement 2020* (**Agreement**):

1 I have the authority given to me by Taco Bell to provide this undertaking in relation to the application before the Fair Work Commission.

2 The Company undertakes that a party to a dispute may appoint a person, organisation or association to represent them in any discussion or process permitted by clause 9 of the Award.

3 The Company undertakes in respect of School-Based Trainees who are 15 years and under that they will be paid an hourly rate of $10.97 per hour.

4 The Company shall round up all weekly wage rates to the nearest 10 cents, which will always ensure that the rates under the Agreement will be higher than the *Fast Food Industry Award 2010* (**Award**).

5 Ordinary time rates will apply for a circumstance where an Employee may be asked to work up to an additional 15 minutes at the end of their shift to complete an order by a customer. Thereafter, the Company undertakes to apply clause 12.3 of the Award, that is the Company and Employee may agree to vary an agreement made under clause 5.2.2 of the Agreement in relation to a particular rostered shift provided that:

   (a) any agreement to vary the regular pattern of work for a particular rostered shift must be recorded at or by the end of the affected shift; and

   (b) the employer must keep a copy of the agreed variation, in writing, including by any electronic means of communication and provide a copy to the employee, if requested to do so.

6 In the event that the Company transfers an Employee from one township to another, the Company undertakes that it will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the Employee and their family, in accordance with the Employee Transfer Reimbursement allowance in the Award.

7 The Company undertakes that it will not invoke Clause 21 of the Agreement at any time during the term of the Agreement and require Employees to pay a deposit of up to $35 for the supply of the uniform.

8 The Company undertakes that in respect of all overtime that has been worked by an Employee it will comply with clause 26.5 of the Award where the Employee may request time off in lieu instead of being paid for a particular amount of overtime.

But for the matters referred to above, the undertakings given above do not have the effect of incorporating the Award into the Agreement..

Signature

10/12/19

Date

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