

**SUPABARN  
SUPERMARKETS  
(ACT & NSW)  
COLLECTIVE  
AGREEMENT  
2011**

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## **PART A Agreement Formalities**

### **1 *Title and Type of Agreement***

- 1.1 The name of this Agreement is the **Supabarn Supermarkets (NSW & ACT) Collective Agreement 2011**.
- 1.2 This Agreement is an enterprise agreement between Strathony (as the employer), its employees employed in classifications specified in this agreement, and the SDA (an organisation of employees).

### **2 *Objectives of Agreement***

- 2.1 The objectives of the Agreement are:
  - (a) to consolidate the various conditions of employment currently applying to Strathony into a single, plain-English Agreement that is understood and accepted by all Employees, Strathony and the SDA.
  - (b) to provide for a level of pay and conditions that enables Strathony to retain and develop quality employees.
  - (c) to provide for employment conditions that maintain and enhance a performance culture at Strathony.
  - (d) to provide employment conditions that:
    - (i) suits the nature of work at Strathony;
    - (ii) meets the industrial interests of the SDA in respect of those of the Employees that it represents and is entitled to represent; and
    - (iii) the personal lives of Employees.

### **3 *Definitions and Interpretation***

- 3.1 Some words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in the Definition of Terms at Part J.
- 3.2 In this Agreement, unless the context otherwise indicates:
  - (a) a reference to:
    - (i) the singular includes the plural and the plural includes the singular;
    - (ii) gender includes the other genders; and
    - (iii) a Part, Section, clause, sub-clause or paragraph is to a Part, Section, clause, sub-clause or paragraph in this Agreement.
  - (b) headings are for convenience only and do not affect the interpretation of this Agreement; and
  - (c) if a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

### **4 *Application of Agreement***

- 4.1 This Agreement binds and applies to:

- (a) Strathony;
- (b) the SDA; and
- (c) all Employees of Strathony engaged as Shop Assistants and/or classified under this Agreement.

## **5 *Closed Agreement***

- 5.1 This Agreement constitutes a closed Agreement in settlement of all matters pertaining to the relationship between Strathony and the Employees for the duration of the Agreement.

## **6 *Commencement and Duration of Agreement***

- 6.1 This Agreement shall take effect and have the force of law from seven days after it is approved by Fair Work Australia (“commencement date”), but no earlier than 1 July 2011.
- 6.2 The Nominal Expiry Date of this Agreement is 30 June 2014.

## **7 *Relationship to Award and Other Laws***

- 7.1 In respect of the Employees covered by or employed under this Agreement, the terms and conditions of this Agreement exclude and replace in total the terms and conditions of:
- (a) an Award;
  - (b) any State Industrial Instrument; and
  - (c) subject to sub-section 29 of the Act and unless otherwise specified, employment specified in a law of a State or Territory.
- 7.2 If protected award conditions would have effect (but for this Agreement) in relation to the employment of any Employee, then this Agreement expressly excludes all and any such protected award conditions.
- 7.3 Without limiting the generality of paragraph 7.1(a), subject to any express provision of this Agreement to the contrary, no decision, order, award, ruling or direction of FWA or any State industrial authority made during the term of this Agreement in relation to the Award has any effect on or application to this Agreement.
- 7.4 This Agreement is supported by the policies and procedures determined by Strathony from time to time. These policies and procedures will not form part of this Agreement or an Employee’s contract of employment or reduce the substantive entitlements of Employees contained in this Agreement but will provide guidelines for the fair and efficient administration of the employment relationship.

## **8 *Delegations***

- 8.1 Strathony’s powers or functions under this Agreement are vested with the Directors unless otherwise delegated or authorised to another person under clause 8.2.

- 8.2 Strathony may delegate or authorise to a person, any of Strathony's powers or functions under this Agreement. Strathony may issue instructions relating to the exercise of a delegated authority or function.

## **PART B Remuneration**

### **9 Rates of Pay**

- 9.1 The minimum base rates of pay as at the Commencement Date are specified in Schedule 1.

### **10 Increases in Rates of Pay**

- 10.1 The minimum base rates of pay specified in Schedule 1 will be increased by 1.75% on and from 1 July 2011 and 1.75% every 6 months thereafter, up to and including 1 January 2014 as specified in Schedule 1.
- 10.2 Certain specified allowances under this Agreement will be increased by 1.75% at the same time as increases to the minimum base rates of pay take effect under this Agreement as specified in Schedules 2 to 6 respectively.
- 10.3 The increases referred to in clauses 10.1 and 10.2 take effect in the first full pay period occurring after the scheduled date of the increase.

### **11 Payment of Wages**

- 11.1 Each Employee must be paid weekly in arrears by Electronic Funds Transfer to an account of his or her choice. Changes to this form of payment may be made by Strathony to accommodate unusual situations or circumstances provided that payments are still made weekly in arrears.
- 11.2 All wages due shall be paid not later than Wednesday after each pay period.
- 11.3 Any amounts paid to an Employee by Strathony in excess of the requirements of this Agreement may be offset against any liability of Strathony arising in any manner under this Agreement provided that such excess amount was paid:
- (a) under a salary arrangement in which the Employee was paid a consistent amount above the minimum base rate of pay that Strathony intended to satisfy all or some of the requirements of the Agreement; or
  - (b) by genuine mistake.

### **12 Junior Rates of Pay**

- 12.1 Effective the first full pay period on or after 1 July 2011, Strathony will apply junior rates of pay to Employees (other than apprentices) who are under 21 years of age as follows:

<b>Age</b>	<b>Per cent of the minimum adult rate of pay</b>
Less than 16 years	40%
At 16 years	50%
At 17 years	60%

At 18 years	70%
At 19 years	80%
At 20 years	100%

### **13 Trainees**

- 13.1 Trainees are employed for the duration of their Traineeship. Once the Traineeship has been completed, Strathony may offer the Employee permanent or casual employment.
- 13.2 If Strathony offers a Trainee permanent employment on completion of the Traineeship, his or her Traineeship period is counted as service for all purposes.
- 13.3 Trainees will be paid in accordance with the rates of pay contained in this Agreement.
- 13.4 Working hours and training requirements will be as specified in the Traineeship Agreement between Strathony and the Trainee. Such Agreement will be in accordance with the *National Training Wage* and the rostering conditions of this enterprise agreement.

### **14 Apprentice Butcher Rates of Pay**

- 14.1 An Employee classified as an Apprentice Butcher under clause 30.4 will be paid a percentage of the minimum base rate of pay applicable to a Butcher base on his or her experience as follows:

<b>Experience</b>	<b>Percentage of Butcher rate</b>
1 <sup>st</sup> Year Apprentice	50%
2 <sup>nd</sup> Year Apprentice	65%
3 <sup>rd</sup> Year Apprentice	85%
4 <sup>th</sup> Year Apprentice	95%

### **15 Casual Rates of Pay**

- 15.1 An Employee engaged as a casual from the commencement of this Agreement will be paid on an hourly basis at the appropriate hourly rate plus 22 per cent of the Employee's base rate of pay as specified in Schedule 1.
- 15.2 Casual employees engaged prior to the commencement of this Agreement will be paid on an hourly basis at the appropriate hourly rate plus a loading of the Employee's base rate of pay specified in Schedule 1, in accordance with the following table:



<b>Date*</b>	<b>Loading</b>
Prior to 1 July 2011	24.58%
1 July 2011	24.15%
1 January 2012	23.72%
1 July 2012	23.29%
1 January 2013	22.86%
1 July 2013	22.43%
1 January 2014	22.00%

*\* Refers to the first full pay period on or after the date listed in the table*

15.3 To avoid doubt, for the purposes of Sections 17, 18 and 19 a Casual employee's rate of pay will be the applicable penalty rate of pay plus the applicable loading in clause 15.1 or 15.2 above, of the Employee's base rate of pay as specified in Schedule 1.

## **16 *Public Holiday Rates of Pay***

16.1 Employees working on a public holiday must be given at least 3 hours' work and be paid at the rate of 2.5 times the Employee's base rate of pay for that work.

16.2 The public holiday rates are calculated using the Employee's base rate of pay plus any casual loading that is payable on the Employee's base rate of pay.

16.3 Public holiday rates of pay do not apply in the case of Picnic Day.

## **17 *Overtime Rates***

17.1 Any period of approved overtime worked by an Employee is paid at the following rates:

- (a) Monday to Saturday: first 2 hours at 1.5 times the base rate of pay, 2 times the base rate of pay thereafter;
- (b) Sunday: 2 times the base rate of pay;
- (c) Public holiday: 2.5 times the base rate of pay.

## **18 *Sunday rates***

18.1 An Employee will be paid for his or her ordinary hours of work on a Sunday at the following rates:

- (a) Full time and part-time Employees:
  - (i) 1.5 times the base rate of pay for work performed between 5.00 a.m. and 9.00 p.m.; and

- (ii) 1.75 times the base rate of pay for work performed outside of the period referred to in sub-paragraph (i).
- (b) Casuals – subject to clause 15.3, 1.5 times the base rate of pay.

## **19 *Late night Saturday rates***

- 19.1 An Employee will be paid for any ordinary hours worked between 10.00 p.m. and midnight on a Saturday at the rate of 1.25 times the base rate of pay.

## **20 *Savings***

- 20.1 This Section 20 applies only to Employees engaged by Strathony prior to the Lodgement Date.
- 20.2 If an Employee works a particular roster and he or she would be paid more, but for this clause, for working that particular roster prior to the Lodgement Date than he or she would receive for working the same particular roster after the Lodgement Date, the Employee is entitled to an allowance in the amount of any such shortfall.
- 20.3 No Employee who was receiving the benefit of a rostered day off immediately prior to the Lodgement Date will lose their right to have, at their request, a roster that includes a rostered day off.
- 20.4 Clause 59 of the Strathony Pty Ltd & SDA Enterprise Agreement 2002 continues to apply to any applicable Employees engaged by Strathony prior to the 6 February 2003.
- 20.5 If an Employee did not regularly work after 6.00 p.m. on a Sunday prior to the Lodgement Date, Strathony may not require the Employee to work after 6.00 p.m. on a Sunday.
- 20.6 Nothing in clause 20.5, prevents an Employee from electing to work after 6.00 p.m. on a Sunday.
- 20.7 No casual employee engaged prior to the commencement of this Agreement will have any of their hours replaced by a new casual employee engaged under this Agreement on account of the existing casual employee's entitlement to a higher casual loading.
- 20.8 Any employee who regularly worked between 5am and 6am Sunday prior to the commencement of this Agreement, will continue to be paid at the overtime rate of pay for work performed at this time.

## **21 *Superannuation***

- 21.1 Strathony will make superannuation contributions as required by the *Superannuation Guarantee Charge Act 1992* on behalf of an Employee to the REST Superannuation Fund on a monthly rather than a quarterly basis.
- 21.2 An Employee who wishes to make personal contributions to REST in addition to those contributions made by Strathony, must authorise Strathony in writing to pay a whole dollar amount or a percentage amount into REST from the Employee's wages, or a percentage of their wages, and in accordance with any requirements of REST.

## **PART C Allowances**

### **22 *First aid***

- 22.1 An allowance as specified in Schedule 2 per day worked will be paid to an Employee who is qualified and nominated by Strathony at a workplace on a particular day to be a first-aid attendant.

### **23 *Uniform and laundry allowance***

- 23.1 An Employee is entitled to a uniform and laundry allowance as specified in Schedule 3 per day worked up to a maximum weekly amount specified in Schedule 4 if he or she is required to launder or iron his or her uniform.
- 23.2 The laundry allowance does not apply to the laundering of items on the company preferred dress code. Employees are entitled to claim a tax deduction for the purchase and laundering of preferred dress code items that bear the company logo, in accordance with the Australian Taxation Office guidelines.

### **24 *Transport Allowance***

- 24.1 An Employee who is required to use his or her own vehicle for the purposes of Strathony's business will be paid for the use of the vehicle at the Australian Taxation Office's "cents per kilometre" rate.

### **25 *Excess fares***

- 25.1 If Strathony requires an Employee to temporarily transfer from one workplace to another on any particular day the Employee will be paid any extra cost of travelling and will be paid at ordinary rates for any excess time spent travelling to the other workplace.

### **26 *Meal allowance***

- 26.1 A meal allowance as specified in Schedule 5 will be paid where an Employee is required to work at least an hour of overtime without having been given notice at least the day before his or her shift.

### **27 *Supervisor's allowance***

- 27.1 An Employee who is expressly appointed or designated as a supervisor of other Employees will be paid an allowance the allowance specified in Schedule 6 per hour for every day worked where he or she is so appointed or designated.

### **28 *Increases in allowances***

- 28.1 Section 10 applies to the allowances under Sections 22, 23, 26 and 27.

### ***Transfer of employee reimbursement***

- 28.2 Where any employer transfers an employee from one city to another (eg from Canberra to Sydney, but not within Canberra or Sydney), the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family. Transfers of

employees covered by this Agreement can only occur with the consent of the employee.

***Transport of employee reimbursement***

- 28.3 Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee's usual place of residence. This will not apply if the employer provides or arranges proper transportation to and or from the employee's usual place of residence, at no cost to the employee.
- 28.4 Provided always that an employee may elect to provide their own transport.

***Recall allowance***

- 28.5 Unless otherwise agreed an employee recalled to work for any reason, before or after completing their normal roster or on a day in which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.
- 28.6 The time worked will be calculated from the time the employee leaves home until the time they return home.

***Liquor licence***

- 28.7 An employee who holds a liquor licence under a relevant State or Territory law will be paid an allowance as specified in Schedule 7 per week.

## **PART D Employment**

### **29 *Categories of Employment***

- 29.1 Employees may be engaged as:
- (a) a permanent;
  - (b) a trainee;
  - (c) a casual; or
  - (d) a temporary Employee under a contract of employment for a specified period of time.
- 29.2 An Employee engaged under clause 29.1(a), or (d) may be engaged on a full time or part-time basis.
- 29.3 A trainee is an Employee who is engaged on a traineeship as described in Schedule D - *National Training Wage* of the General Retail Industry Award 2010. Following completion of the traineeship, Strathony may offer the Employee permanent employment.
- 29.4 A Casual may, from time to time, be employed on an irregular or intermittent basis and/or for regular shifts.
- 29.5 Unless otherwise and specifically stated, Part F and Part H of this Agreement do not apply to Casuals.
- 29.6 A Temporary Employee may be engaged for a period of between 2 weeks to 15 weeks on any one engagement.
- 29.7 A Temporary Employee may not be engaged for consecutive terms exceeding 15 weeks in total.
- 29.8 A Temporary Employee who was engaged by Strathony on a part-time or casual basis prior to being engaged as a Temporary Employee may elect to be re-engaged on the prior basis (including on the same terms and conditions) once his or her temporary engagement ceases.
- 29.9 A Temporary Employee may be engaged to coincide with recognised heavy trading periods such as Easter and Christmas and to extend into a period where weekly Employees are taking annual leave.
- 29.10 Prior to commencement as a Temporary Employee, the Employee shall be advised in writing of the nature of the work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of his or her temporary employment.
- 29.11 It shall be voluntary for an existing Employee to accept employment as a Temporary Employee.

### **30 *Classifications***

- 30.1 Employees will be employed as either Shop Assistants or Butchers.
- 30.2 Employees employed as Butchers will be classified under one or other of the classifications specified in clauses 30.3 and 30.4.

- 30.3 Butcher – a butcher in the butcher area of a store.
- 30.4 Apprentice Butcher – a person engaged as such pursuant to the relevant State or Territory vocational education and training legislation.

### **31 *Workplace Flexibility***

- 31.1 Strathony may, during the hours an Employee is at work, direct an Employee to perform any reasonable duties that Strathony considers the Employee is capable of performing.
- 31.2 Nothing in clause 31.1 permits Strathony to require an Employee to clean a toilet, or to perform work characteristic of a cleaner on a regular and systematic basis.
- 31.3 An Employee who is temporarily appointed by Strathony to a position that is a higher classification under an Award or State award than a classification under this Agreement:
- (a) will be paid at least the amount payable under the applicable Australian Pay and Condition Scale for that classification for his or her ordinary hours; and
  - (b) is entitled to the other rates of pay referred to at Sections 16, 17, 18, and 19 applicable under this Agreement.

## **PART E Working Hours**

### **32 Full Time Hours**

- 32.1 The ordinary hours of work for a full time Employee are an average of 38 hours per week as measured over a 4-week period.
- 32.2 The minimum ordinary hours of work that Strathony may require a full time Employee to work on any day is 5 hours, other than a one off 2 hours induction shift at the commencement of their employment.
- 32.3 The maximum ordinary hours of work per day that Strathony may require a full time employee to work in any week is:
  - (a) 10.5 hours on two days of that week; and
  - (b) 9 hours on the rest of the days in that week.
- 32.4 The maximum ordinary hours that Strathony may require a full time Employee to work in any week is 48 hours.
- 32.5 The maximum number of consecutive days that Strathony may require a full time Employee to work his or her ordinary hours in any 2 week period is 6 days.

### **33 Part-time Hours**

- 33.1 The ordinary hours of work for a part-time Employee no more than 35 hours per week provided that the minimum weekly hours shall not be less than 10.
- 33.2 Subject to clause 33.1, Strathony must advise an Employee on commencement of his or her minimum weekly hours.
- 33.3 After the anniversary of each part-time Employee's engagement he or she may request that Strathony advise the Employee or his or her average weekly hours for the preceding year of employment.
- 33.4 Strathony must comply with a request under clause 33.3.
- 33.5 If an Employee's average weekly hours exceed his or her minimum weekly hours, the Employee may elect to increase his or her minimum weekly hours up to the amount of his or her average weekly hours (rounded to the nearest half hour).
- 33.6 The minimum number of ordinary hours of work that Strathony may require a part-time Employee to work on any day is 3 hours, other than a one off 2 hours induction shift at the commencement of their employment.
- 33.7 The maximum ordinary hours of work per day that Strathony may require a part-time employee to work in any week is:
  - (a) 10.5 hours on two days of that week; and
  - (b) 9 hours on the rest of the days in that week.
- 33.8 Part-time Employees pay, leave and other conditions, other than allowances that are of a reimbursement nature, will be on a pro rata basis unless otherwise and specifically stated in this Agreement.
- 33.9 Strathony will advise a part-time Employee on engagement of his or her weekly ordinary hours of work.

- 33.10 Strathony and a part-time Employee may agree to change the Employee's weekly ordinary hours of work, including a change to full time hours.
- 33.11 To avoid doubt, if a part-time Employee's ordinary hours of work are increased such that his or her ordinary hours of work are no more than 35 hours per week, he or she will still be paid for such increased ordinary hours of work at ordinary rate of pay specified in Schedule 1.
- 33.12 To avoid doubt, in clauses 33.2 to 33.5 a reference to average is a reference to the mean number of hours worked.

### **34 *Maximum days***

- 34.1 The maximum number of days that Strathony may require a permanent Employee to work his or her ordinary hours of work in any 4-week period is 20 days.
- 34.2 The maximum number of consecutive days that Strathony may require a permanent Employee to work his or her ordinary hours in any week is 6 days.
- 34.3 A permanent Employee who works his or her ordinary hours over 6 days in any week must not be rostered to work his or her ordinary hours on more than 4 days in the following week.

### **35 *Casual Hours***

- 35.1 Subject to clause 35.2, Casuals may be employed for a minimum of 3 hours on any day, other than a one off 2 hours induction shift at the commencement of their employment.
- 35.2 A Casual engaged to work between midnight and 5.00 a.m. on any day may only be employed for a minimum of 4 hours.
- 35.3 Subject to clause 35.4, a Casual who is rostered to work a specific number of hours on any day and who is required to cease work by Strathony before working of those hours must be paid for all of those hours.
- 35.4 Clause 35.3 does not apply:
- (a) if the Casual agrees to cease work before working all of his or her specified rostered hours on that day; or
  - (b) where Strathony requires the Casual to cease work on a public holiday provided that the Casual has performed at least 3 hours work on that day.

### **36 *Span of ordinary hours***

- 36.1 The span of hours during which ordinary hours may be worked are 5.00 a.m. – midnight, Monday to Sunday inclusive.
- 36.2 Ordinary hours worked within the span of hours specified at clause 36.1 are paid at the rate specified in:
- (a) Section 19 for work between 10:00 a.m. and midnight on Saturday; and
  - (b) Section 18 for work on Sundays.



## **37 Rosters**

- 37.1 Employees may be rostered to work their ordinary hours at any time during the span of hours specified in Section 36.
- 37.2 An Employee must not be rostered to work on consecutive days without having at least a 10 hour break between the end of his or her ordinary hours on the first day and commencing work on the second day.
- 37.3 Subject to clause 37.4, a permanent Employee must have at least 2 consecutive days off each week.
- 37.4 A permanent Employee who is rostered to work 6 days on one week and 4 days on another week in consecutive weeks must have one day off in the 6 day week and 3 consecutive days off in the 4 day week.
- 37.5 An Employee who regularly works ordinary hours on a Sunday must, at least once a month, be rostered for 3 consecutive days off work including Saturday and Sunday at the Employee's request.
- 37.6 Strathony must not roster a part-time Employee to work more or less than his or her minimum weekly hours unless the Employee agrees otherwise.
- 37.7 Employees are not permitted to swap rostered hours between themselves without Strathony's authority on each occasion.
- 37.8 Strathony must not roster an Employee to commence work on more than one occasion on any day.
- 37.9 The need to change employee's rosters will be based on the legitimate operational requirements of Strathony.

Strathony will be mindful of the employee's needs, including family responsibilities, secondary and tertiary study commitments, religious observance, genuine existing sporting commitments in which the employee is actively participating, and have scheduled attendance times of a competitive nature and safe transport home, when contemplating roster changes.

Strathony will not frequently vary the employee's roster.

A change to a permanent employee's roster may occur:

- upon not less than 7 days notice, or
- by agreement between the employee and Strathony without notice.

Should an employee disagree with any roster change they shall be provided with a minimum of 14 days notice in lieu of 7 days during which time there shall be discussions aimed at resolving the matter in accordance with the Disputes Procedure at clause 54 of this agreement.

37.10 To avoid doubt:

- (a) any dispute by an Employee over a permanent change to a roster that directly affects the Employee will be resolved under Part G; and

- (b) the Employee will continue to work his or her current roster until the dispute is resolved.
- 37.11 Subject to clause 37.12, Strathony can change an Employee's roster if unexpected operational requirements reasonably require it with as much notice as is practicable for it to give in the particular circumstances provided that the Employee agrees.
- 37.12 Strathony may require a part-time Employee not to commence work for up to 2 hours after his or her rostered starting time and may impose a later finishing time where it considers that the Employee would not be able to perform meaningful work as a result of a late delivery if he or she were to start work at his or her rostered starting time provided that:
  - (a) the Employee is given at least 2 hours prior notice before his or her rostered starting time;
  - (b) the later starting time does not reduce the number of rostered hours that the Employee was required to work on that day; and
  - (c) the later starting time does not unreasonably interfere with the Employee's genuine family responsibilities, availability of transportation, or sporting commitments.

## **38 Breaks**

- 38.1 An Employee is entitled to an unpaid meal break of 30 minutes duration on any day that he or she works more than 5 and up to 7.5 ordinary hours.
- 38.2 An Employee entitled to an unpaid meal break of 60 minutes duration on any day that he or she works more than 7.5 ordinary hours.
- 38.3 The unpaid meal break is to be taken at a time:
  - (a) agreed by the Employee and Strathony; or
  - (b) in the absence of agreement, nominated by Strathony; and
  - (c) that is not within one hour of commencing or ceasing work.
- 38.4 An Employee is entitled to one 10 minute rest break on any day that he or she works 4 hours or more and up to 7 hours.
- 38.5 An Employee is entitled to two 10 minute rest breaks on any day that he or she works 7 hours or more.
- 38.6 Rest periods are counted as time worked and are exclusive of reasonable walking time to and from the lunch room.
- 38.7 Rest periods are not to be taken at a time that is within one hour of commencing or ceasing work or one hour before or after an unpaid meal break.
- 38.8 Subject to clauses 38.9 and 38.10, the onus is on the Employee to take the breaks under this Section, and an Employee has no money entitlement under this Section in lieu of taking a break or to be compensated for not taking a break to which he or she is or was entitled under this Section.
- 38.9 If an Employee believes he or she has been denied his or her entitlement, he or she must raise the matter with management as soon as practicable after his or her shift finishes in accordance with the dispute resolution process at Part G.

38.10 Provided that if an Employee complies with clause 38.9, he or she is entitled to be paid for any meal break which he or she was denied.

### **39 Overtime**

39.1 All overtime must be approved by Strathony.

39.2 Strathony will approve overtime:

- (a) if an Employee works outside the span of ordinary hours specified in Section 36.
- (b) in the case of a full time Employee, for those hours worked by the Employee:
  - (i) that are more than 152 hours in any 4 week period; or
  - (ii) that are more than 48 hours in any week; or
  - (iii) on any day in any week that exceed the limitations set out in clause 32.3; or
  - (iv) on any day that is in excess of 20 days in any 4-week period; or
  - (v) before the starting time or after the finishing time of any rostered shift, unless the employee genuinely agrees to a request of the company to commence their rostered shift earlier or finish their rostered shift later on a given rostered day, on the condition that the total number of hours worked by the employee does not exceed the length of the rostered shift. Such agreement can be withdrawn at any time by an employee.
- (c) in the case of a part-time Employee, for those hours worked by the Employee:
  - (i) that are more than 35 hours in any week; or
  - (ii) on any day in any week that exceed the limitations set out in clause 33.7; or
  - (iii) on any day that is in excess of 20 days in any 4-week period; or
  - (iv) before the starting time or after the finishing time of any rostered shift, unless the employee agrees to work additional weekly hours, as per clause 33.11.
- (d) in the case of Casuals, for those hours worked by the Employee that are more than:
  - (i) 10.5 hours on any day; or
  - (ii) 38 hours in any week.

39.3 An Employee may be required by Strathony to work reasonable overtime when required.

39.4 Strathony may require Employees to work reasonable overtime on any day.

39.5 An Employee may refuse to work overtime which is not reasonable.

39.6 In determining whether overtime is reasonable the following factors should be considered:

- (a) any risk to the Employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours;
- (b) the employee's personal circumstances (including family responsibilities);
- (c) the operational requirements of the workplace, or enterprise, in relation to which the employee is required or requested to work the additional hours;
- (d) any notice given by the employer of the requirement or request that the employee work the additional hours;
- (e) any notice given by the employee of the employee's intention to refuse to work the additional hours;
- (f) whether any of the additional hours are on a public holiday;
- (g) the employee's hours of work over the 4 weeks ending immediately before the employee is required or requested to work the additional hours.

#### **40 *Time in Lieu***

- 40.1 This Section 40 does not apply to Casuals.
- 40.2 An Employee and Strathony may agree to time in lieu arrangements if an Employee has worked overtime.
- 40.3 An Employee will accumulate hours of time in lieu for at the overtime rate under Section 17.
- 40.4 If time in lieu arrangements are agreed to, the Employee and Strathony must agree on a time for the Employee to take the time in lieu within 1 month of the overtime having been worked unless otherwise agreed by Strathony and the Employee.
- 40.5 If the time in lieu has not been taken within 1 month of the overtime being worked, Strathony will pay the Employee for the overtime unless otherwise agreed by Strathony and the Employee.

### **PART F LEAVE**

#### **41 *General***

- 41.1 Unless otherwise and specifically stated Part F of this Agreement does not apply to Casuals.

#### **42 *Annual Leave***

- 42.1 In accordance with the Act, full-time employees shall accrue annual leave credits equivalent to 152 hours over a 12 month period. Part time employees shall be entitled to a pro-rated accumulation of this amount.
- 42.2 An Employee on annual leave will be paid as if he or she worked his or her ordinary hours of work as set out at Part E during the time he or she is on annual leave.
- 42.3 Strathony may approve the taking of annual leave on application by an Employee if the Employee has sufficient available annual leave credits.

- 42.4 If possible, annual leave will be taken at a time that is mutually agreeable to the Employee and Strathony.
- 42.5 Strathony may require all Employees to take annual leave during any period in which the business or part of the business closes down.
- 42.6 Strathony may identify certain peak periods of work when annual leave will not normally be approved.
- 42.7 In applying clause 42.6, Strathony will consider a request by an Employee to approve annual leave during a peak period of work in good faith.
- 42.8 Annual leave may be taken:
- (a) as a continuous period; or
  - (b) in separate periods including single day absences up to a maximum of 10 days.
- 42.9 An Employee does not lose any annual leave credits for any public holidays that fall during a period of annual leave.
- 42.10 Subject to clause 42.11, if an Employee is hospitalised during a period of annual leave and is required to stay overnight in a hospital, the Employee may elect to have the period of hospitalisation treated as personal leave and have those annual leave credits relating to the period of hospitalisation re-credited to the Employee.
- 42.11 If an Employee is re-credited with any annual leave, Strathony is entitled to withhold the amount of any annual leave loading paid in respect of the period re-credited from any amounts otherwise owing to the Employee.

#### **Maximum accrual of credits**

- 42.12 If an Employee has more than 8 weeks of annual leave credits, Strathony and the Employee will identify a time in the following 3 months in which the excess leave credits will be used provided that, if agreement cannot be reached on the time the leave is to be used, Strathony may specify a time for the Employee to take up to a quarter of his or her accrued annual leave with at least 6 weeks notice to the Employee.

#### **Cashing out of annual leave**

- 42.13 An Employee and Strathony may agree to cash out up to 2 weeks' annual leave credits per annum as long as the Employee, at or around the same time, takes a period of annual leave that is at least equal to the period being cashed out.

#### **Termination payments**

- 42.14 An Employee whose employment is terminated must be paid out for any accrued annual leave credits.

#### **Annual leave loading**

- 42.15 An Employee will receive a loading of 17.5 per cent on a payment under clause 42.2.
- 42.16 The loading referred to in clause 42.15 does not apply to a payment under clause 42.14.

## **43 *Personal Leave***

### **Personal leave credits**

- 43.1 Employees are entitled to 10 days of paid personal leave credits for each 12 months of continuous service with Strathony, accruing on a pro rata basis.

### **Access to personal leave**

- 43.2 Strathony will approve paid personal leave if an Employee has available credits and is unable to work for the following reasons:

- (a) personal illness or injury; or
- (b) the Employee is required 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:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

- 43.3 If an Employee (excluding a Casual) is unable to access personal leave under clauses 43.2, Strathony will approve an additional 1 days' paid personal leave for one occasion per year when the Employee is required 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) a personal illness, or injury of the member; or
- (b) an unexpected emergency affecting the member.

- 43.4 If an Employee (including a Casual) is unable to access personal leave under clauses 43.2 or 43.3, Strathony will approve 2 days' unpaid personal leave for each occasion when the Employee is required 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) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

- 43.5 Strathony may require an Employee to take personal leave if it considers on reasonable grounds that the Employee is unfit for work.

- 43.6 An Employee must notify a Director of his or her absence and intention to apply for personal leave as soon as possible on the first day that he or she proposes to take personal leave.

- 43.7 Unused personal leave will not be paid out on termination of employment.

### **Workers' compensation**

- 43.8 An Employee is not entitled to payment of personal leave for any period in respect of which workers' compensation benefits are paid or payable to him or her.

- 43.9 If an Employee obtains workers' compensation benefits for a period during which he or she received paid personal leave, the Employee must repay the amount paid for that period and Strathony will re-credit that personal leave to the Employee.

## **Documentary evidence**

43.10 Strathony may require the Employee to produce on his or her return to work a medical certificate or other acceptable documentary evidence which provides sufficient information to verify that the Employee was unable to work during his or her absence. Such request must be made at the time, or shortly after, an Employee advises a supervisor of his or her absence and intention to apply for personal leave.

43.11 For the purposes of clause 43.10, acceptable documentary evidence means:

- (a) if it is reasonably practicable to do so - a medical certificate issued by a registered health practitioner;
- (b) if it is not reasonably practicable to provide Strathony with a medical certificate, a statutory declaration made by the Employee shall suffice.

## **Failure to comply with obligations**

43.12 If an Employee fails to comply with his or her obligations under this Section, Strathony may regard the absence as unauthorised and without pay.

## **44 *Compassionate Leave***

44.1 An Employee is entitled to up to 3 days of paid leave for each occasion when a member of the Employee's immediate family 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.

44.2 In addition to his or her entitlement under clause 44.1, an Employee is entitled to the following amount of unpaid compassionate leave upon the death of a member of the Employee's immediate family for the purpose of attending the funeral:

- (a) where the funeral is held in Australia other than in the ACT or NSW – up to 4 days; or
- (b) where the funeral is held outside of Australia – up to 27 days.

44.3 Strathony may require independent verification of the illness, injury, death of the person or place of the funeral such as a copy of a medical certificate, death notice or death certificate.

44.4 If an Employee fails to comply with his or her obligations under this Section, Strathony may regard the absence as unauthorised and without pay.

## **45 *Jury Service Leave***

45.1 Strathony will approve leave for an Employee for any period that he or she is required to attend for jury service.

- 45.2 If jury service fees paid to an Employee are less than the Employee's normal rate of pay for the period of the absence, Strathony will pay the Employee the difference between the jury service fees and the Employee's normal pay.
- 45.3 Strathony may require the Employee to produce proof of jury service fees received and proof of the requirement to attend for jury service.

## **46 *Unpaid Leave***

- 46.1 Strathony may approve a period of unpaid leave for an Employee for any reason. Decisions under this clause are entirely at the discretion of Strathony.

## **47 *Long Service Leave***

### **Initial entitlement**

- 47.1 An Employee who has completed 7 years' continuous service with Strathony is entitled to 1.4 months' long service leave credits.

### **Subsequent entitlement**

- 47.2 An Employee who has completed 7 years' continuous service with Strathony is entitled to one month's long service leave credits for each 5 years of continuous service in excess of the initial 7 years' continuous service, accruing on a pro rata basis for each completed 1 month period of continuous service.

### **Unused long service leave on termination**

- 47.3 An Employee whose employment is terminated by Strathony and after he or she is entitled to long service leave, must be paid out for any accrued unused long service leave credits for each completed month of service.
- 47.4 An Employee who has completed at least five years' continuous service with Strathony and whose employment is terminated before he or she is entitled to any long service leave credits under clause 47.1:
- (a) by Strathony other than under clause 57.1; or
  - (b) by the Employee on account of illness, incapacity or domestic or any other pressing necessity if such illness, incapacity or necessity is of such nature as to justify such termination;
  - (c) by the Employee upon or after attaining the minimum retiring age;
  - (d) by the death of the Employee,
- is taken to have accrued long service leave credits as follows:

$$\text{Months' long service leave} = \frac{\text{Number of years' continuous service} \times 2}{10}$$

### **Rate of pay for long service leave**

- 47.5 An Employee on long service leave will be paid as if he or she worked his ordinary hours of work as set out at Part E during the time he or she is on long service leave.

### **Method of payment**

- 47.6 Payment must be made in one of the following ways:



- (a) in advance for the whole of the period when the Employee commences the period of leave;
- (b) in accordance with clause 11.1; or
- (c) in any other way agreed between Strathony and the Employee.

#### **Time of taking leave**

47.7 Once an Employee becomes entitled to long service leave Strathony will grant a request for leave as soon as practicable having regard to the needs of the workplace or, subject to clause 47.9, at such time or times as may be agreed between Strathony and the Employee.

47.8 Subject to clause 47.9, Strathony may require an Employee to take long service leave if he or she has more than 1 month's long service leave credits available.

#### **Notice to take leave**

47.9 Unless otherwise agreed between Strathony and the Employee, Strathony must give an Employee at least twenty-eight days' notice of the date from which his or her leave is to be taken.

#### **Broken leave**

47.10 Subject to clause 47.11, leave shall be granted and taken in one continuous period.

47.11 Strathony and an Employee may agree that long service leave be taken in separate periods.

#### **Holidays and annual leave**

47.12 The long service leave prescribed by this Agreement is exclusive of annual leave but is inclusive of all other holidays occurring during the taking of any period of long service leave.

#### **Long service leave in advance**

47.13 Strathony may allow an Employee to take long service leave before the right to take the leave has accrued.

47.14 If long service leave is taken in advance, the Employee is not entitled to any further long service leave or to payment in lieu thereof for the period in which such leave was taken before it accrued and became due.

47.15 If long service leave has been granted to an Employee under clause 47.13 and his or her employment is subsequently terminated, Strathony may deduct from whatever money is payable upon termination the total amount paid for any period for which the Employee has been granted long service leave to which he or she was not entitled at the date of termination of his or her employment.

### **48 *Parental Leave***

#### **Basic entitlement**

48.1 Permanent Employees and Regular Casuals who have been continuously employed by Strathony for at least 12 months are entitled to a combined total of 104 weeks unpaid parental leave on a shared basis with his or her Spouse in relation to the birth or adoption of his or her child.

- 48.2 Female Employees may take maternity leave.
- 48.3 Male Employees may take paternity leave.
- 48.4 An Employee may take adoption leave if he or she adopts a child.
- 48.5 Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- (a) for maternity and paternity leave, an unbroken period of up to three weeks at the time of the birth of the child; and
  - (b) For adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

**Maternity leave**

- 48.6 An Employee must provide notice to Strathony in advance of the expected date of commencement of parental leave.
- 48.7 The notice requirements are:
- (a) of the expected date of confinement (included in a certificate from a medical practitioner stating that the Employee is pregnant) at least 10 weeks; and
  - (b) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken is at least 4 weeks.
- 48.8 When the Employee gives notice under clause 48.7 she must also, if required by Strathony, provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her Spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 48.9 An Employee will not be in breach of clause 48.8 if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 48.10 Subject to clauses 48.1 – 48.5 and unless agreed otherwise between Strathony and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 48.11 If an Employee continues to work within the six-week period immediately prior to the expected date of birth, or if the Employee elects to return to work within six weeks after the birth of the child, Strathony may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

**Special maternity leave**

- 48.12 If the pregnancy of an Employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a medical practitioner certifies as necessary.
- 48.13 If an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave
- 48.14 If an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled

and such further unpaid special maternity leave as a medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a Spouse, may not exceed 60 weeks.

- 48.15 If leave is granted under clause 48.10, during the period of leave an Employee may return to work at any time, as agreed between Strathony and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

### **Paternity leave**

- 48.16 At least ten weeks prior to each proposed period of paternity leave, an Employee must provide Strathony with:

- (a) a certificate from a medical practitioner that names his Spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
- (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (c) if the Employee wishes to take a period of paternity leave in excess of 3 weeks (or up to 8 weeks under clause 48.24), a statutory declaration stating:
  - (i) that he will take that period of paternity leave to become the primary care-giver of a child;
  - (ii) particulars of any period of maternity leave sought or taken by his Spouse; and
  - (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

- 48.17 An Employee will not be in breach of clause 48.16 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

### **Adoption leave**

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

- 48.19 Before commencing adoption leave, an Employee will provide Strathony with a statutory declaration stating:

- (a) that the Employee is seeking adoption leave to become the primary care-giver of the child;
- (b) particulars of any period of adoption leave sought or taken by the Employee's Spouse; and
- (c) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

- 48.20 Strathony may require an Employee to provide confirmation from the appropriate government authority of the placement.
- 48.21 If the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify Strathony immediately and Strathony will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- 48.22 An Employee will not be in breach of clause 48.21 as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a Spouse, or other compelling circumstances.
- 48.23 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and Strathony should agree on the length of the unpaid leave. If agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. If paid leave is available to the Employee, Strathony may require the Employee to take such leave instead.

#### **Right to request**

- 48.24 To assist the Employee in reconciling work and parental responsibilities, an Employee entitled to parental leave under this Section may request Strathony to allow him or her:
- (a) to extend the period of simultaneous unpaid parental leave provided for in this Section up to a maximum of eight weeks; or
  - (b) to return from a period of parental leave on a part-time basis until the child reaches school age.
- 48.25 Strathony must consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Strathony's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

#### **Variation of parental leave**

- 48.26 Unless agreed otherwise between Strathony and Employee, an Employee may apply to Strathony to change the period of parental leave on one occasion. Any such change to be notified at least two weeks prior to the commencement of the changed arrangements.

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

- 48.27 An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 104 weeks unless Strathony agrees otherwise.

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

- 48.28 If an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at

her present work, the Employee will, if Strathony deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to her present job until the commencement of maternity leave.

48.29 If the transfer to a safe job is not practicable, the Employee may elect, or Strathony may require the Employee to take paid leave (in addition to any other paid leave entitlement under this Agreement) for such period ending at:

- (a) the end of the period certified necessary by a medical practitioner;
- (b) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth;
- (c) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

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

48.30 If a period of parental leave exceeds four weeks, an Employee must notify Strathony of his or her intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

48.31 An Employee will be entitled to return:

- (a) unless paragraph (b), (c) or (d) applies – to the position which he or she held immediately before commencing parental leave;
- (b) if he or she was promoted or voluntarily transferred to a new position during the period of parental leave – to the new position;
- (c) if paragraph (b) does not apply, and the employee either transferred to working part-time because of the pregnancy or was transferred to a safe job pursuant to clause 48.28, - to return to the position he or she held immediately before such transfer; or
- (d) if the Employee's position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing – to a position as nearly comparable in status and pay to that of his or her former position if such a position exists at the time.

48.32 Strathony will give reasonable consideration to the family responsibilities of an Employee returning from parental leave in determining rostering arrangements.

48.33 Strathony will allow an Employee who was a full time Employee at the time he or she commenced parental leave to work part-time upon returning from parental leave if the Employee requests to do so and its operational requirements are such that it is reasonably practicable for the Employee to do so.

#### **Replacement Employees**

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

48.35 Before Strathony engages a replacement Employee Strathony must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

## **49 Public Holidays**

49.1 Employees will be entitled to the following public holidays without loss of pay:

- (a) New Year's Day, Good Friday, Easter Monday, Easter Saturday, Christmas Day and Boxing Day; and
- (b) on the days that they are observed in the location that the Employee principally works:
  - (i) Australia Day;
  - (ii) Anzac Day;
  - (iii) Queen's Birthday;
  - (iv) Labour Day;
  - (v) Picnic Day (in NSW, this shall be observed on the first Tuesday in November; in the ACT, this shall be observed on the Family & Community Day ACT holiday); and
  - (vi) all and any other public holidays as declared, prescribed or gazetted that can be enjoyed by the whole of the population in the location that the Employee principally works, including Canberra Day for any Employee who principally works in the Australian Capital Territory.

49.2 If:

- (a) any public holiday other than Christmas Day and Boxing Day falls on a Sunday, an Employee may observe the following Monday as a public holiday in lieu of that day;
- (b) Christmas Day falls on a Saturday and Boxing Day falls on a Sunday, an Employee may observe the following Monday and Tuesday as public holidays in lieu of those days;
- (c) Boxing Day falls on a Saturday, an Employee may observe the following Monday as a public holiday in lieu of that day;
- (d) Christmas Day falls on a Sunday, an Employee may observe the following Tuesday as a public holiday in lieu of that day; and
- (e) New Year's Day falls on a Saturday, an Employee may observe the following Monday as a public holiday in lieu of that day.

49.3 Where the store that an Employee works at does not open for business on a particular public holiday and the Employee would otherwise have been rostered to work on that day, the Employee must be paid for the rostered hours that they would otherwise have worked on that day had it not been a public holiday.

49.4 Where a store that an Employee works at opens for business on a public holiday, and the Employee is rostered to work that day, the Employee may request to work only part of his or her rostered hours on that day and if that request is granted by Strathony he or she will only be paid for the actual hours worked in accordance with Section 16.

49.5 Clauses 49.6 – 49.11 apply if clause 49.2 applies and the store at which the Employee works opens for business on the actual public holiday.

- 49.6 If the Employee is rostered to work on both the actual public holiday and the in lieu day, the Employee must elect which day is to be their public holiday for payment purposes under Section 16.
- 49.7 If the Employee is rostered to work on the actual public holiday but not on the in lieu day, the Employee will be paid for work on the actual public holiday in accordance with Section 16.
- 49.8 If the Employee is rostered to work on the in lieu day but not on the actual public holiday, the Employee will be paid for work on the in lieu day in accordance with Section 16.
- 49.9 Subject to clause 49.10, if the Employee is not rostered to work on either the actual public holiday or the in lieu day, the Employee will be entitled, at his or her option, to a day off work to be taken at a time mutually agreed:
- (i) during the week before the actual public holiday; or
  - (ii) within 28 days after the actual public holiday.

However, if the Employee does not take the day off work within 28 days after the actual public holiday, the Company will pay the Employee an additional day's wage at his or her ordinary rate of pay.

49.10 Clause 49.9 only applies to the following Employee:

- (a) full time Employees;
  - (b) any part-time Employee who works an alternating roster and the public holiday falls on a day on which the Employee works in any week in his or her roster cycle; and
  - (c) any part-time Employee who works 20 days per 4 week cycle.
- 49.11 An Employee who works on 25 December will be paid an additional loading on his or her total wages for that day of 50 per cent of the Employee's base rate of pay for each of the Employee's ordinary hours worked that day.
- 49.12 An Employee who works on Picnic Day may take a day off in lieu on a day within the period 4 weeks before or after Picnic Day as agreed between Strathony and the Employee. An employee can receive the benefit of Picnic Day only once in a calendar year.
- 49.13 A full-time employee who does not work on Picnic Day will be paid as if he or she worked 7.6 of his or her ordinary hours of work on Picnic Day. A part-time employee who does not work on Picnic Day will be paid a pro-rated amount of the full-time entitlement.

## **50 *Blood Donor Leave***

- 50.1 A permanent Employee may be absent from work on 4 occasions per calendar year for the purpose of giving blood.
- 50.2 The Employee must be paid for up to 2 hours of each such absence at his or her ordinary rate of pay.
- 50.3 An Employee wishing to be absent from work to give blood must notify Strathony of the proposed time and date of the absence as far in advance as possible.

- 50.4 Each such absence must be:
- (a) on a day agreed to by Strathony; and
  - (b) as close as possible to the beginning or ending of the Employee's ordinary working hours on that day.
- 50.5 The Employee must provide such proof of the attendance for the giving of blood as is reasonably required by Strathony.

## **51 *Defence Force Reserve Service Leave***

- 51.1 A permanent Employee is entitled to up to 2 weeks' unpaid leave per calendar year to attend Defence Force Reserve approved training camps.
- 51.2 An Employee seeking to take Reserve Force Reserve leave must notify Strathony:
- (a) at least one month prior to the start of the training; and
  - (b) of the start and finish time of the training.

## **52 *Emergency Services Leave***

- 52.1 Permanent Employees involved in recognised voluntary services including SES and fire fighting are entitled to be paid time off to attend to emergency situations.
- 52.2 An Employee must:
- (a) keep Strathony informed about the time off needed to attend to emergency situations; and
  - (b) provide Strathony with such reasonable proof of attendance to the emergency situation as it may require.
- 52.3 Paid-time off for emergencies that are not local shall be limited to two days but may be increased depending upon the nature of the emergency with Strathony's approval.

## **53 *Leave of Absence and Unauthorised Absence***

- 53.1 Where a permanent Employee applies for and is granted a period of authorised unpaid leave of absence, the accrual of all leave entitlements (including any non-working day public holiday entitlements) will be frozen from the date of commencing such leave to the date of returning from such leave.
- 53.2 Such absence shall not break the Employee's continuity of employment.
- 53.3 If an Employee is absent from duty without approval, the absence will be without pay and will not count as service for any purposes. Other benefits provided under this Agreement will cease to be available until he or she resumes duty or is granted leave.



## **PART G DISPUTES**

### **54 *Disputes Procedure***

54.1 This Section applies only to disputes over the application or interpretation of this Agreement.

54.2 If there is a dispute:

- (a) the parties to the dispute will attempt to resolve the matter at the workplace level, including, but not limited to, the Employee or two or more Employees and a supervisor meeting and conferring on the matter;
  - (i) if the matter is not resolved at such a meeting, the parties will arrange further discussions involving more senior levels of management up to and including a Director;
- (b) any party to the dispute may appoint, in writing, another person to act on their behalf in relation to resolving the matter at the workplace level (in the case of an Employee party, that person may be an officer or employee of the SDA or any other person that the Employee chooses).

54.3 If it is not resolved at the workplace level within a reasonable time, the dispute may be referred by either party to FWA under Part 6-2 of the Act and will, unless the parties agree to the contrary, have regard to whether the parties have, in good faith, undertaken the steps outlined in clause 54.2.

54.4 If the dispute is referred to FWA under clause 54.3 above the parties agree that:

- (a) FWA may resolve the matter by mediation, conciliation, arbitration or any combination of these;
- (b) FWA may exercise all the powers that it may lawfully exercise as are necessary to resolve the dispute effectively;
- (c) if FWA arbitrates the dispute, the decision or determination of FWA will bind the parties subject to any appeal that a party might lawfully bring under the Act; and
- (d) if an appeal is lawfully brought from a decision or determination of FWA under paragraph (c), the decision or determination under the appeal will bind the parties.

54.5 During the time the parties to a dispute are attempting to resolve the matter:

- (a) the Employees concerned will continue to work in accordance with the terms and conditions of their employment unless they have a reasonable concern about an imminent risk to their health or safety;
- (b) subject to relevant provisions of any Law of a State or Territory concerning occupational health and safety, even if an Employee has a reasonable concern about an imminent risk to their health or safety, the Employee must not unreasonably fail to comply with a direction of Strathony to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform;

- (c) dispute resolution procedures must be carried out as quickly as is reasonably practicable; and
- (d) a party to the dispute must not commence an action to:
  - (i) obtain a penalty under the Act;
  - (ii) obtain damages for breach of this Agreement; or
  - (iii) to enforce a provision of this Agreement or the Act;unless:
  - (iv) the party initiating the action has genuinely attempted to resolve the dispute at the workplace level.

## **PART H PROBATION AND TERMINATION**

### **55 General**

55.1 This Part H does not apply to Casuals.

### **56 Probation**

56.1 Each Employee is subject to a three month probation period upon commencing employment with Strathony.

56.2 Strathony may terminate an Employee's employment without notice and without reason during the probation period.

### **57 Termination of Employment**

57.1 Strathony may terminate an Employee's employment without prior notice if the Employee:

- (a) commits any serious or persistent breach of the terms and conditions of his or her employment;
- (b) is guilty of any serious misconduct or neglect in the discharge of his or her duties; or
- (c) is charged with any criminal offence other than an offence which in the opinion of Strathony does not affect his or her position as an Employee.

57.2 An Employee will be taken to have terminated his or her employment without notice if he or she is absent from work other than on approved leave for more than 3 consecutive working days without notifying a Director (other than in the case of the absence of a Director) during that time and obtaining his or her approval for the absence.

57.3 Subject to clauses 56.2, 57.1, and 57.2, at any time, Strathony may terminate an Employee's employment (including for reasons of redundancy) by giving notice to him or her in accordance with the following table:

<b>Employee's period of continuous service with Strathony</b>	<b>Period of notice</b>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks
The period of notice required of Strathony is increased by 1 week if the Employee: <ul style="list-style-type: none"><li>(a) is over 45 years old; and</li><li>(b) has completed at least 2 years of continuous service with Strathony.</li></ul>	

- 57.4 An Employee must provide Strathony with at least one week's notice of termination. Strathony may agree to a shorter period of notice if so requested by an Employee.
- 57.5 If an Employee does not provide Strathony with the required notice under clause 57.4 and Strathony does not agree to a shorter period, Strathony may deduct and retain an amount equal to the Employee's normal pay for the period of required notice that was not given from the amount that Strathony is required to pay the Employee upon termination under this Agreement.
- 57.6 Strathony may pay the Employee remuneration in lieu of all or some of the notice to which he or she is entitled under this Section.
- 57.7 On termination of employment, any overpayments of remuneration or any other monies advanced to the Employee by Strathony become immediately due and payable and Strathony may retain such monies out of monies otherwise due and payable to the Employee.
- 57.8 If Strathony has given notice in accordance with clause 57.3, the Employee is entitled to 1 day off work without loss of pay, on a day agreed to by Strathony, for the purpose of seeking other employment.
- 57.9 Strathony must, with a reasonable time of receiving a request from an Employee whose employment has been terminated, provide to the Employee with a written statement specifying the period of his or her employment and the classification of, or the type of work performed by, the Employee.

## **58 *Redundancy***

- 58.1 Where Strathony has made a definite decision that it no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, Strathony will hold discussions with:
- (a) the Employee(s) directly affected; and
  - (b) the SDA in respect of those affected Employees who wish Strathony to discuss their situation with the SDA.
- 58.2 Where clause 58.1(b) applies, Strathony will provide the SDA with all relevant information in writing about the proposed terminations, including the reasons for the terminations, the number and classification of the Employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out.
- 58.3 Nothing in clause 58.2 requires Strathony to provide the SDA with any confidential information.
- 58.4 The discussions will take place as soon as is practicable after Strathony has made the decision and will cover, among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the Employee(s) concerned.
- 58.5 Where an Employee is transferred to lower paid duties for the reason referred to in clause 58.1 he or she is entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been

terminated. Strathony may make a payment in lieu of such notice in 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.

- 58.6 Where an Employee is terminated for the reason referred to in clause 58.1, he or she may, during the period of notice of termination given by Strathony, take up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 58.7 Subject to clause 58.9, in addition to the notice prescribed under clause 57.3, an Employee whose employment is terminated for the reason referred to in clause 58.1 is entitled to the following amount of severance pay:

<b>NSW Employees</b>		
<b>Period of Continuous Service</b>	<b>Severance pay</b>	
	<b>45 years or under</b>	<b>Over 45 years</b>
Less than one year	Nil	Nil
1 year and less than 2 years	4 weeks' pay	5 weeks pay'
2 years and less than 3 years	7 weeks' pay	8.75 weeks pay'
3 years and less than 4 years	10 weeks' pay	12.5 weeks pay'
4 years and less than 5 years	12 weeks' pay	15 weeks pay'
5 years and less than 6 years	14 weeks' pay	17.5 weeks pay'
6 years and over	16 weeks' pay	20 weeks pay'

<b>ACT Employees</b>	
<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 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

- 58.8 “Weeks pay” in the tables at clause 58.7 means the ordinary time rate of pay for the Employee concerned.
- 58.9 An Employee’s severance payments must not exceed the amount which the Employee would have earned if employment with Strathony had proceeded to the Employee’s normal retirement date.
- 58.10 An Employee whose employment is terminated for reasons referred to in clause 58.1 may terminate his or her employment during the period of notice and, if he or she does, he or she will be entitled to the same benefits and payments under this Section 58 as if he or she had remained with Strathony until the expiry of such notice.
- 58.11 An Employee to whom clause 58.10 applies is not entitled to a payment under clause 57.6.
- 58.12 Strathony is not obliged to make all or some of the payment under this Section if it is not reasonably capable of making all or some of it.

## **59 *Review of Termination***

- 59.1 The only avenue of external review for Employees against termination of employment for any reason is through the termination of employment provisions of the Act.

## **PART I    OTHER CONDITIONS**

### **60    *Facilities***

60.1 If it is reasonably practicable for it to do so, Strathony will provide and reasonably maintain at each store:

- (a) lockers for Employees to use at their own risk;
- (b) a room with seating and hot water for Employees to eat meals in.

### **61    *Anti-discrimination***

61.1 Strathony and the Employees must endeavour to not unlawfully discriminate against any person.

61.2 Nothing in this clause:

- (a) affects any different treatment (or treatment having different effects) which is exempted under State or Commonwealth laws relating to unlawful discrimination;
- (b) prevents an Employee or Strathony, making an application under any State or Commonwealth law relating to unlawful discrimination; or
- (c) affects the exemptions in subsections 659(3) and (4) of the Act.

### **62    *Compliance with Laws and Requirements***

62.1 Employees must comply with:

- (a) all Commonwealth and State laws applicable to the Industry and to employment generally; and
- (b) subject to clause 7.4, Strathony's reasonable rules, policies and requirements in regard to the performance of work with Strathony.

### **63    *Advice and Notices***

63.1 Any advice or notice given under this Agreement may be given orally or in writing unless otherwise specified.

63.2 A written advice or notice may be given by hand, pre-paid post, facsimile transmission or e-mail transmission:

- (a) in the case of Strathony, to a Director or to the address or number last advised to the Employees by Strathony;
- (b) in the case of an Employee, to the Employee at the workplace or to the address or number last advised to Strathony by the Employee.

63.3 An advice or notice is taken to have been received:

- (a) if it is given orally, at the time it is given; or
- (b) if it is written and given by:
  - (i) hand, at the time it is given;
  - (ii) pre-paid post, two business days after the date it is posted; or

(iii) facsimile transmission or e-mail transmission:

- (A) on a business day, at the time it is successfully transmitted; or
- (B) on a day other than a business day, at 9.00 a.m. on the next business day.

#### **64 *Confidential Information***

- 64.1 Employees shall not reveal or use, either for their own benefit, or for the benefit of another, any confidential information which the employee may acquire during their employment with Strathony.
- 64.2 Confidential information refers to any information (written or oral) that is not publicly available.
- 64.3 This obligation shall apply for the duration of an Employee's employment with Strathony and after the termination of the Employee's employment.
- 64.4 Nothing in this Section prevents any person disclosing the contents of this Agreement.

#### **65 *Supported wage***

- 65.1 Supported wage arrangements for employees with a disability are in accordance with the supported wage arrangements as set out in General Retail Award 2010.

#### **66 *SDA Delegates***

- 66.1 A person elected or appointed as a SDA Delegate shall, upon notification to the Company, be recognised as the accredited representative of the SDA.
- 66.2 A SDA Delegate shall have the right to discuss work related matters of concern to any employee or to convey information relating to the workplace of the employees provided that the SDA Delegate does not interfere with the work in progress.
- 66.3 The SDA Delegate shall have access to a telephone to contact the SDA officer to progress enquires on behalf of a member on work related matters.
- 66.4 The SDA Delegate shall have the right to place notices on noticeboards within the store. Provided that such notices are authorised by the SDA and deal with legitimate SDA matters.
- 66.5 The Company shall introduce to the SDA Delegate, all new employees within their first two days of employment or as soon thereafter as possible.

#### **67 *SDA Trade Union Training and Store Meetings***

- 67.1 The Company agrees to two days paid leave for one SDA Delegate per store each year to undertake an authorised trade union training course.
- 67.2 Such leave is non-cumulative.



- 67.3 SDA delegates have the right to decide on attendance at such trade union training.
- 67.4 The SDA may conduct two paid meetings per year, for 15 minutes duration on each occasion, at mutually convenient times with the Company and normally at a time attached to a rest period or shift change.

## **68 *Notice Board***

- 68.1 The Company shall make available a notice board where relevant information from the SDA can be posted for the general knowledge of the employees

## **69 *SDA Dues***

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

## **J            DEFINITION OF TERMS**

When they are used in this Agreement, the following words have the following meanings, unless the context otherwise indicates:

<i>the Act</i>	the <i>Fair Work Act 2009</i> (C'th).
<i>Agreement</i>	this enterprise agreement.
<i>Approved leave</i>	any form of leave of an Employee approved by Strathony.
<i>FWA</i>	Fair Work Australia or its successor.
<i>Award</i>	any "award" (as defined in subsection 4(1) of the Act) which relates to any Employee and any variations thereto and any new award in full or part replacement thereof.
<i>Base rate of pay</i>	the rate of pay an Employee is entitled to for his or her ordinary hours of work that are worked within the span of hours.
<i>Butcher</i>	An Employee engaged by Strathony as such who is lawfully able to work as a butcher or an apprentice butcher (as the case may be).
<i>Casual</i>	an Employee engaged by Strathony as such.
<i>Commencement Date</i>	the date 7 days after the Agreement is approved by FWA, in accordance with section 186 of the Act.
<i>Commonwealth law</i>	has the same meaning as that term in section 131 of the Act.
<i>Company</i>	Strathony
<i>Continuous service</i>	For permanent Employees: <ul style="list-style-type: none"><li>(a) subject to paragraph (b) and (c), the length of time in days, weeks and months that the Employee has been employed by Strathony, including any period of paid leave but not including unpaid leave and periods between termination of employment and subsequent re-employment;</li><li>(b) in relation to Section 57, has the same meaning as in the relevant part of the Act and the Regulation; and</li><li>(c) in relation to Sections 42 and 43, includes all approved leave.</li></ul>

	For casual Employees, the length of time in days, weeks and months that the Employee has been regularly and systematically engaged to work by Strathony. For the purposes of this definition, gaps of service of more than 3 months break the continuity of an Employee's service.
<i>Director</i>	a director of Strathony.
<i>Employee</i>	an Employee of Strathony who is covered by this Agreement.
<i>household</i>	a group living in the same domestic dwelling.
<i>immediate family</i>	has the same meaning as that term in section 12 of the Act but also includes foster and step relations of the kind specified in that section.
<i>Law of a State or Territory</i>	has the same meaning as that term in section 26(2) of the Act.
<i>Lodgement Date</i>	the date upon which Strathony lodges this Agreement with the Employment Advocate under the Act.
<i>Medical certificate</i>	has the same meaning as that term in section 12 of the Act.
<i>Medical practitioner</i>	has the same meaning as that term in section 12 of the Act.
<i>Nominal expiry date</i>	30 June 2014
<i>the previous agreement</i>	the Supabarn Supermarkets (ACT & NSW) Collective Agreement 2007.
<i>public holiday</i>	a public holiday under Section 115 of the Act.
<i>Regulations</i>	the Regulations to the Act.
<i>Regular Casual</i>	an Employee who is engaged by Strathony on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months with a continuing expectation of regular and systematic work with Strathony.
<i>SDA</i>	the Shop, Distributive and Allied Employees' Association
<i>Shop Assistant</i>	a person employed as such whose principal functions include operating a cash register as a cashier; stacking,

stocking, stock taking, preparation and presentation of shelves and display stands; being able to identify different food items and grocery brands; preparation of commodities for sale in automatic vending devices; pricing of food, groceries and other goods for sale; collection and stacking of shopping trolleys; assist in the preparation of foodstuff for sale; weighing, wrapping, pre-packing and packing of foodstuff, groceries, produce and other goods; operating a reserve stock area for the holding and dispatch of store goods; providing customer service by way of information and assistance; engaging in incidental matters of general house keeping duties including securing doors and other duties related to the well being of the workplace and work colleagues.

<i>Spouse</i>	includes a defacto spouse or former spouse.
<i>State industrial instrument</i>	has the same meaning as section 12 of the Act.
<i>Strathony</i>	Strathony Pty Ltd ACN 088 353 422
<i>Temporary Employee</i>	an Employee engaged under a contract of employment for a specified period of time.
<i>enterprise agreement</i>	has the same meaning as that term in section 12 and section 172 of the Act.
<i>working day</i>	a day on which an Employee is rostered, or would normally be rostered, to work.

# SCHEDULE 1

## MINIMUM RATES OF PAY

Applicable date	Minimum base rate of pay for classification (per hour)	
	Shop Assistant	Butcher
<b>Pre Agreement</b>	\$17.93	\$19.66
<b>1 July 2011</b>	\$18.24	\$20.00
<b>1 January 2012</b>	\$18.56	\$20.35
<b>1 July 2012</b>	\$18.88	\$20.71
<b>1 January 2013</b>	\$19.21	\$21.07
<b>1 July 2013</b>	\$19.55	\$21.44
<b>1 January 2014</b>	\$19.89	\$21.82

**SCHEDULE 2**

**FIRST AID ALLOWANCE**

<b>Applicable date</b>	<b>First aid allowance per day</b>
<b>Pre Agreement</b>	\$2.19
<b>1 July 2011</b>	\$2.23
<b>1 January 2012</b>	\$2.27
<b>1 July 2012</b>	\$2.31
<b>1 January 2013</b>	\$2.35
<b>1 July 2013</b>	\$2.39
<b>1 January 2014</b>	\$2.43

**SCHEDULE 3**

**LAUNDRY ALLOWANCE**

<b>Applicable date</b>	<b>Laundry allowance per day</b>
<b>Pre Agreement</b>	\$3.38
<b>1 July 2011</b>	\$3.44
<b>1 January 2012</b>	\$3.50
<b>1 July 2012</b>	\$3.56
<b>1 January 2013</b>	\$3.62
<b>1 July 2013</b>	\$3.68
<b>1 January 2014</b>	\$3.74

## **SCHEDULE 4**

### **LAUNDRY ALLOWANCE WEEKLY MAXIMUM**

<b>Applicable date</b>	<b>Maximum laundry allowance per week</b>
<b>Pre Agreement</b>	\$10.13
<b>1 July 2011</b>	\$10.31
<b>1 January 2012</b>	\$10.49
<b>1 July 2012</b>	\$10.67
<b>1 January 2013</b>	\$10.86
<b>1 July 2013</b>	\$11.05
<b>1 January 2014</b>	\$11.24



**SCHEDULE 5**

**MEAL ALLOWANCE**

<b>Applicable date</b>	<b>Meal allowance per day</b>
<b>Pre Agreement</b>	\$11.38
<b>1 July 2011</b>	\$11.58
<b>1 January 2012</b>	\$11.78
<b>1 July 2012</b>	\$11.99
<b>1 January 2013</b>	\$12.20
<b>1 July 2013</b>	\$12.41
<b>1 January 2014</b>	\$12.63

**SCHEDULE 6**

**SUPERVISORS' ALLOWANCE**

<b>Applicable date</b>	<b>Supervisors' allowance per hour</b>
<b>Pre Agreement</b>	\$1.72
<b>1 July 2011</b>	\$1.75
<b>1 January 2012</b>	\$1.78
<b>1 July 2012</b>	\$1.81
<b>1 January 2013</b>	\$1.84
<b>1 July 2013</b>	\$1.87
<b>1 January 2014</b>	\$1.90

**SCHEDULE 7**

**LIQUOR LICENCE ALLOWANCE**

<b>Applicable date</b>	<b>Per Week</b>
<b>1 July 2011</b>	<b>\$20.57</b>

This allowance shall increase in line with the liquor license allowance contained in the General Retail Industry Award 2010, as varied from time to time.

## **SCHEDULE 8**

### **SUMMARY OF LOADINGS APPLICABLE TO SPREAD OF ORDINARY HOURS**

<b>Day</b>	<b>Overtime</b>	<b>Loading applicable to ordinary hours</b>			
		<b>0%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>
<b>Monday to Friday</b>	midnight to 5 am	5 am to midnight	-	-	-
<b>Saturday</b>	midnight to 5 am	5 am to 10 pm	10 pm to midnight	-	-
<b>Sunday</b>	midnight to 5 am	-	-	5 am to 9 pm	9 pm to midnight

**SIGNATURE PAGE**

EMPLOYER'S NAME: Strathony Pty Ltd  
ACN 088 353 422

PERSON AUTHORISED TO SIGN ON BEHALF OF THE EMPLOYER:

Name: Mr Theodoris Aristidis Koundouris  
Position: Director

EMPLOYER'S SIGNATURE:.....

DATE: .....

SIGNATORY'S ADDRESS: .....

ORGANISATION'S NAME: Shop, Distributive and Allied  
Employees' Association

PERSON AUTHORISED TO SIGN ON BEHALF OF THE EMPLOYEES:

Name: Mr Joe de Bruyn  
Position: National Secretary-Treasurer

ORGANISATION'S SIGNATURE:.....

DATE: .....

SIGNATORY'S ADDRESS: 6<sup>th</sup> Floor, 53 Queen Street, MELBOURNE VIC 3000