

PART 1 - PRELIMINARY

1. TITLE

This Agreement shall be known as and referred to as The Reject Shop Agreement 2018.

2. ARRANGEMENT

This Agreement is arranged as follows:

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3. WHO IS BOUND BY THIS AGREEMENT

3.1 This Agreement shall be binding on the Shop, Distributive and Allied Employees' Association (SDA), The Reject Shop and on all team members of The Reject Shop employed in retail shops. This excludes Assistant Store Managers and Store Managers.

4. DEFINITIONS

4.1 Ordinary Hours of Work - For the purposes of this Agreement Ordinary Hours of Work are those ordinary hours worked by full-time (152 per four-week cycle) or part-time (an agreed number of hours) team members within the spread of ordinary hours contained in 13 (Ordinary Spread of Hours). Ordinary hours do not include meal breaks.

4.2 Christmas trading period - means the period from the commencement of the second week of November to the end of the first week of January in the following year.

4.3 SDA - means the Shop, Distributive and Allied Employees' Association a registered trade union.

4.4 The Reject Shop - means all stores trading as The Reject Shop and The Reject Shop Discount Variety Store.

4.5 Team Member(s) means employee(s) of The Reject Shop covered under the terms of this Agreement.

4.6 Pre-Team – means team members employed prior to the date of approval of this agreement.

4.7 Post-Team – means team members employed on or after the date of approval of this agreement.

4.8 Continuous Service - For the purpose of leave accruals continuous service includes all service with The Reject Shop from the date of engagement but shall not include in any anniversary year of accrual any unauthorised absence or any authorised unpaid absence of more than one week, subject to obligations arising under relevant state, territory or federal legislation.

4.9 Immediate Family - means spouse, former, spouse, defacto partner, child (including step and foster children and children under a permanent care order), parent, step parent, parent-in-law, grandparent, grandparent-in-law, grandchild, sibling, step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

4.10 NES – means the National Employment Standards.

4.11 GRIA – means the General Retail Industry Award 2010.

4.12 FWC – means the Fair Work Commission.

5. DATE THIS AGREEMENT STARTS AND FINISHES

5.1 This Agreement will operate 7 days from the date of approval by the Fair Work Commission until 30 June 2020.

5.2 The parties will enter into negotiations to seek to reach a further agreement at least three months prior to the nominal expiry date of this Agreement.

6. NO EXTRA CLAIMS

6.1 This Agreement represents the entirety of the agreement between the parties on the terms and conditions of employment. In consideration for the benefits of this Agreement, no party will pursue any other claims relating to wages or changes to conditions of employment whether dealt with in this Agreement or not, during the nominal life of this Agreement.

6.2 It is therefore agreed that no party will engage in any industrial action during the term of this Agreement.

7. RELATIONSHIP WITH OTHER AWARDS AND ACCESS TO AGREEMENT

7.1 This Agreement displaces in their entirety all State and Federal Awards which apply to the team members covered by this Agreement, except as expressly provided for within this agreement.

7.2 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.

7.3 The Reject Shop will ensure that copies of this agreement are easily available to all team members, either on a noticeboard or other prominent location which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

8. OBJECTIVES AND PRINCIPLES

8.1 TRS Vision and Values

Our Vision:

To enable and inspire people to do more with less.

Our Strategy:

Create a distinctive offer in the market through better understanding our customers. Improving productivity and efficiency to lower cost of doing

business. This enables us in driving top-line sales.
Customer Focus - At the Core of everything we do.
Low Cost - Doing It Better, Simpler, Cheaper.
Grow Sales - Through Continuous Improvement. Value for Money and
Excellence in Execution.
Our team - Demonstrating Pride and Personality.

Our Values:

Our Customer: We believe that our external and internal customers are at the heart of everything that we do. We keep costs low to keep prices low.

Our Performance:

We believe in delivering results and continually improving performance. We are curious and look for clever ways to do things better and more cost effectively.

Our Team:

We believe that our team are critical to our success. We question for understanding, we challenge respectfully and act collaboratively. We share and celebrate our wins. We do what we say.

8.2 The objectives of this Agreement are to ensure that:

- (1) The Reject Shop is a highly competitive retailer, providing a level of customer service, customer facilities and overall customer value unequalled by other companies operating in the retail industry; and
- (2) Employee relations at The Reject Shop are carried out in accordance with accepted best practice principles; and
- (3) Opportunities for permanent employment of team members are provided and promoted as much as possible within operational needs.

8.3 To achieve these objectives, The Reject Shop, the SDA and team members declare their commitment to ensuring that:

- (1) Terms and conditions of employment reflect and are specific to the needs of The Reject Shop's stores and its team members; and
- (2) Team members are willing to accept flexibility of jobs and duties subject to individual skills and abilities to meet The Reject Shop's requirements; and
- (3) There is a continuous effort by The Reject Shop and its team members to improve work practices, work organisation and review any other issue which will enhance the quality of the range and level of services provided to customers; and
- (4) Issues or grievances which could impede the provision of service or The Reject Shop's retail operations are resolved through the dispute resolution procedures; and
- (5) Working relationships between management and team members are developed in a way that promotes effective and open communication,

mutual trust and co-operation as much as possible; and

- (6) All persons working in the enterprise maintain acceptable standards of work and behaviour; and
- (7) Team members shall not deliberately misuse The Reject Shop's assets, intellectual property or the services of other The Reject Shop team members (including contractors) for their personal gain.

9. ANTI-DISCRIMINATION

- 9.1 The Reject Shop respects and values the diversity of the workforce and is committed to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, sexual orientation, gender identity, intersex status, age, physical or mental disability, marital status, family responsibilities, pregnancy, breastfeeding, religion, political opinion, national extraction or social origin (subject to any exclusions or exemptions at law).
- 9.2 The Reject Shop will make every endeavour to ensure that the terms and conditions of this Agreement and their operation are not directly or indirectly discriminatory in their effects (subject to any exclusions or exemptions at law).
- 9.3 A team member must not engage in any behaviour which may amount to discrimination in the workplace.

10. HOW TO RESOLVE GRIEVANCES AND DISPUTES

- 10.1 The parties are committed to ensuring that the prevention and resolution of grievances or disputes arising out of the operation of this Agreement takes place as close to the source of the problem as soon as possible, in a manner which is fair and acceptable, in terms of outcomes, for all parties.
- 10.2 A team member who has any work-related problem including any matter arising under the National Employment Standards (NES), that they are unable to satisfactorily resolve should:
 - (1) Discuss the problem with their Store Manager, or if not available the next appropriate manager.
 - (2) The Store Manager will investigate and respond to the problem within 2 working days.
- 10.3 If the problem cannot be satisfactorily resolved by the Store Manager the matter may be referred by either party to the Area Manager. If there is some exceptional reason why the problem cannot be discussed with the Store Manager, the team member may proceed to have the problem dealt with under this sub-clause.
- 10.4 At any stage during the process, a team member may be supported in their discussions by their SDA delegate and/or SDA organiser and/or another representative of his or her choice as

nominated by the team member.

10.5 If the problem is not resolved by the Area Manager within a further 2 days, the Area Manager or the team member concerned must refer the issue to The Reject Shop's Human Resources Manager for resolution.

10.6 If the Human Resources Manager has not resolved the problem within 5 working days, then the Human Resources Manager or the team member concerned must refer the grievance/dispute to The Reject Shop's General Manager Retail Operations for resolution.

10.7 If the problem is not resolved by General Manager Retail Operations within 5 days, then either party may refer the dispute to the Fair Work Commission for conciliation and in the event that conciliation is unsuccessful, arbitration.

10.8 Whilst any grievance is being dealt with under this procedure, work shall continue in accordance with the status quo that existed before the dispute/grievance was formally raised under this procedure.

11. FLEXIBILITY

11.1 The Reject Shop and a team member, covered by this enterprise agreement, may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the agreement deals with 1 or more of the following matters:

- (1) arrangements about when work is performed;
- (2) overtime rates
- (3) penalty rates;
- (4) allowances;
- (5) leave loading; and

11.2 The arrangement meets the genuine needs of The Reject Shop and the team member in relation to 1 or more of the matters mentioned in paragraph 11.1; and

11.3 The arrangement is genuinely agreed to by The Reject Shop and the team member.

11.4 The Reject Shop must ensure that the terms of the individual flexibility arrangement:

- (1) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (2) are not unlawful terms under section 194 of the Fair Work Act 2009; and

- (3) result in the team member being better off overall than the team member would be if no arrangement was made.

11.5 The Reject Shop must ensure that the individual flexibility arrangement:

- (1) is in writing; and
- (2) includes the name of The Reject Shop and the team member; and
- (3) is signed by The Reject Shop and the team member and if the team member is under 18 years of age, signed by a parent or guardian of the team member; and

11.6 The Individual flexibility arrangement Includes details of:

- (1) the terms of the enterprise agreement that will be varied by the arrangement; and
- (2) how the arrangement will vary the effect of the terms; and
- (3) how the team member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (4) states the day on which the arrangement commences.

11.7 The Reject Shop must give the team member a copy of the individual flexibility arrangement within 14 days after it is agreed to.

11.8 The Reject Shop or team member may terminate the individual flexibility arrangement:

- (1) by giving no more than 28 days written notice to the other party to the arrangement; or
- (2) if The Reject Shop and the team member agree in writing — at any time.

12. MAJOR CHANGE AND CONSULTATION IN THE WORKPLACE

12.1 This clause applies if The Reject Shop:

- (1) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on team members; or
- (2) proposes to introduce a change to the regular roster or ordinary hours of work of team members.

12.2 Major change

For a major change referred to in paragraph 12.1 (1).

The Reject Shop must notify the relevant team members of the decision to introduce the major change; and

12.3 subclauses (12.4) to (12.9) apply.

12.4 The relevant team members may appoint a representative for the purposes of the procedures in this term if:

- (1) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
- (2) the team member or team members advise The Reject Shop of the identity of the representative;
- (3) The Reject Shop must recognise the representative.

12.5 As soon as practicable after making its decision, The Reject Shop must discuss with the relevant team members:

- (1) the introduction of the change; and
- (2) the effect the change is likely to have on the team members; and
- (3) measures the team members is taking to avert or mitigate the adverse effect of the change on the team members; and
- (4) For the purposes of the discussion—provide, in writing, to the relevant team members:
- (5) all relevant information about the change including the nature of the change proposed; and
- (6) information about the expected effects of the change on the team members; and
- (7) any other matters likely to affect the team members.

12.6 However, The Reject Shop is not required to disclose confidential or commercially sensitive information to the relevant team members.

12.7 The Reject Shop must give prompt and genuine consideration to matters raised about the major change by the relevant team members.

12.8 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 Reject Shop, the requirements set out in paragraph 12.2 and subclauses (12.4) and (12.55) are taken not to apply.

12.9 In this term, a major change is likely to have a significant effect on team members if it results in:

- (1) the termination of the employment of team members; or

- (2) major change to the composition, operation or size of The Reject Shop's workforce or to the skills required of team members; or
- (3) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (4) the alteration of hours of work; or
- (5) the need to retrain team members; or
- (6) the need to relocate team members to another workplace; or
- (7) the restructuring of jobs; or
- (8) Change to regular roster or ordinary hours of work
- (9) For a change referred to in paragraph 12.1 (2):
- (10) The Reject Shop must notify the relevant team members of the proposed change; and
- (11) subclauses (12.4) to (12.7) apply.

12.10 The relevant team members may appoint a representative for the purposes of the procedures in this term if:

- (1) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
- (2) the team member or team members advise The Reject Shop of the identity of the representative;
- (3) The Reject Shop must recognise the representative.

12.11 As soon as practicable after proposing to introduce the change, The Reject Shop must:

- (1) discuss with the relevant team members the introduction of the change; and
- (2) for the purposes of the discussion—provide to the relevant team members:
- (3) all relevant information about the change, including the nature of the change; and
- (4) information about what The Reject Shop reasonably believes will be the effects of the change on the team members; and
- (5) information about any other matters that The Reject Shop reasonably believes are likely to affect the team members; and
- (6) invite the relevant team members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 12.12 However, The Reject Shop is not required to disclose confidential or commercially sensitive information to the relevant team members
- 12.13 The Reject Shop must give prompt and genuine consideration to matters raised about the change by the relevant team members.
- 12.14 In this term, relevant team members means team members who may be affected by a change referred to in subclause (1).

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

13. ORDINARY SPREAD OF HOURS

13.1 At the time of engagement, The Reject Shop will inform each employee of the terms of their engagement and whether they are employed on a full-time, part-time or casual basis.

13.2 The ordinary hours of work in The Reject Shop stores shall be:

| | |
|--------------------|-------------------|
| Monday to Saturday | 7:00am to 11:00pm |
| Sunday | 9:00am to 11:00pm |

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

13.4 Sunday - For Pre-Team who may not have worked post 6pm on Sunday previously, The Reject Shop may take into consideration prior commitments they may have when rostering hours at this time.

14. ROSTERING

14.1 Full-time and part-time team members are permanent team members engaged on a weekly basis.

14.2 The engagement of a casual team member shall be on a daily shift basis. Notice of termination of the employment of a casual team member for a reason other than a reason which would justify instant dismissal is one hour by either party.

14.3 The Reject Shop will exhibit team member rosters, on a notice board or electronically, which will show for each team member;

- (1) The number of ordinary hours to be worked each week
- (2) The days of the week on which work is to be performed; and
- (3) The commencing and ceasing time of work for each day of the week.

14.4 The Reject Shop will retain superseded notices for twelve months. The roster will, on request, be produced for inspection by an authorised person.

14.5 Full-time rostering:

| FULL-TIME | |
|--|--|
| Rostering Provision | Requirement |
| Minimum hours per day | 4 hours |
| Maximum hours per day | 9, except once a week where team members can be rostered to work up to a maximum of 11 ordinary hours. |
| Minimum break between shifts | 10 hours |
| Hours per week | No more than 46 hours |
| Maximum hours in a 4-week cycle | 152 hours |
| Maximum days in a 4-week cycle | 20 days |
| Maximum number of consecutive days worked | 5 days per week, or 6 days in one week if no more than 4 days the next week. |
| Consecutive days off | 2 days per week or 3 per fortnight |
| Weekends off for team members regularly working Sunday | 3 consecutive days off each 4 weeks, which must include Saturday and Sunday. A team member may request in writing and The Reject Shop may agree to other arrangements which are to be recorded in the time and wages records. It cannot be made a condition of employment that a team member make such a request. A team member can terminate the agreement by giving 4 weeks' notice. |

14.6 Part-time rostering:

| PART-TIME | |
|---------------------------------|--|
| Rostering Provision | Requirement |
| Minimum hours per day | 3 hours |
| Maximum hours per day | 9, except once a week where team members can be rostered to work up to a maximum of 11 ordinary hours. |
| Minimum break between shifts | 10 hours |
| Hours per week | Less than 38 hours |
| Minimum hours in a 4-week cycle | 32 |

| | |
|--|--|
| Maximum hours in a 4-week cycle | Less than 152 hours |
| Maximum days in a 4-week cycle | 20 days |
| Maximum number of consecutive days worked per week | 5 days per week, or 6 days in one week if no more than 4 days the next week. |
| Consecutive days off | 2 days per week or 3 per fortnight |
| Weekends off for team members regularly working Sunday | 3 consecutive days off each 4 weeks, which must include Saturday and Sunday. A team member may request in writing and The Reject Shop may agree to other arrangements which are to be recorded in the time and wages records. It cannot be made a condition of employment that a team member make such a request. A team member can terminate the agreement by giving 4 weeks' notice. |

14.7 Additional Ordinary Hours:

14.8 At the time of first being employed, The Reject Shop and the part-time team member will agree, in writing, on a regular pattern of work, specifying at least:

- (1) the hours worked each day;
- (2) which days of the week the team member will work;
- (3) the actual starting and finishing times of each day;
- (4) that any variation will be in writing;
- (5) the times of taking and the duration of meal breaks

14.9 Any agreement to vary the regular pattern of work will be made in writing before the varied hours commence. A variation under this sub clause may be of a temporary or permanent nature.

14.10 A part-time team member can elect to provide written standing consent to vary their regular pattern of work in order to work additional hours at the ordinary rate of pay, provided such standing consent may be withdrawn by the team member at any time. (To avoid doubt, a team member who provides standing consent can still verbally refuse to work additional hours when offered on any occasion.)

14.11 Such a variation in writing may be made by electronic means.

A record of the agreement and any variations to it (including by way of standing consent) will be retained by The Reject Shop and provided to the team member. This may be provided by electronic means as noted above.

14.12 Casual rostering:

| CASUAL | |
|---|--|
| Rostering Provision | Requirement |
| Minimum hours per day | 3 hours |
| Maximum hours per day | 9, except once a week where team members can be rostered to work up to a maximum of 11 ordinary hours. |
| Minimum break between shifts | 10 hours |
| Hours per week | No more than 38 |
| Maximum hours in a 4-week cycle | 152 hours |
| Maximum days in a 4-week cycle | 24 days |
| Maximum number of consecutive days worked | 6 days |

14.13 The following clauses do not apply to casual team members:

- (1) Public holidays (excepting sub-clause 24.8 and 24.10)
- (2) Easter Sunday (excepting sub-clause 24.6)
- (3) Annual leave (clause 29)
- (4) Paid Personal leave (clause 30)
- (5) Paid Compassionate/Bereavement leave (clause 32)
- (6) Paid Jury Service leave (clause 33)
- (7) Pre-Natal leave (clause 34)
- (8) Paid Parental leave (clause 35, excepting eligible casual team members)
- (9) Paid Emergency Services leave (clause 38)
- (10) Paid Defence Force leave (clause 39)
- (11) Blood Donor Leave (clause 41)
- (12) Notice of Termination (clause 42)
- (13) Redundancy (clause 43)

14.14 Right to request casual conversion

- (1) A person engaged by The Reject Shop as a regular casual team member may request that their employment be converted to full-time or part-time employment.
- (2) A regular casual team member, is a casual team member who has in the

preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the team member could continue to perform as a full-time team member or part-time team member under the provisions of this agreement.

- (3) A regular casual team member 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.
- (4) A regular casual team member 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) Any request under this subclause must be in writing and provided to The Reject Shop.
- (6) Where a regular casual team member seeks to convert to full-time or part-time employment, The Reject Shop 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 team member.
- (7) Reasonable grounds for refusal include that:
 - (a) it would require a significant adjustment to the casual team member's hours of work in order for the team member to be engaged as a full-time or part-time team member in accordance with the provisions of this agreement – that is, the casual team member is not truly a regular casual team member as defined in paragraph (14.14 (2));
 - (b) it is known or reasonably foreseeable that the regular casual team member'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 team member 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 team member'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 team member is available to work.
- (8) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 9) Where The Reject Shop refuses a regular casual team member's request to convert, The Reject Shop must provide the casual team member with The Reject Shop's reasons for refusal in writing within 21 days of the request being made. If the team member does not accept The Reject Shop's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 10. Under that procedure, the team member or The Reject Shop may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (10) Where it is agreed that a casual team member will have their employment converted to full-time or part-time employment as provided

for in this clause, The Reject Shop and team member must discuss and record in writing:

(a) the form of employment to which the team member will convert – that is, full-time or part-time employment; and

(b) if it is agreed that the team member will become a part-time team member, the matters referred to in clause 14.8.

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

(12) Once a casual team member has converted to full-time or part-time employment, the team member may only revert to casual employment with the written agreement of The Reject Shop.

(13) A casual team member 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.

(14) Nothing in this clause obliges a regular casual team member to convert to full-time or part-time employment, nor permits The Reject Shop to require a regular casual team member to so convert.

(15) Nothing in this clause requires The Reject Shop to increase the hours of a regular casual team member seeking conversion to full-time or part-time employment.

(16) The Reject Shop must provide a casual team member, whether a regular casual team member or not, with a copy of the provisions of this subclause within the first 12 months of the team member's first engagement to perform work.

(17) A casual team member's right to request to convert is not affected if The Reject Shop fails to comply with the notice requirements in clause 14.14 (16).

15. ROSTER CHANGES

15.1 Team members shall be given 7 days written notice of a change of roster or shorter notice by mutual agreement. If a team member does not agree to the roster change, a further 7 days' notice will be given.

15.2 Team member's rosters are not subject to frequent variation from cycle to cycle but are set on a regular basis. When setting rosters:

(1) A team members family, study and ability to obtain safe transport home will be taken into consideration, and –

(2) Sporting and other significant commitments may be considered subject to operational requirements.

15.3 A team member's roster may not be changed with the intent of avoiding payment of penalties, loadings or other benefits applicable.

Should such circumstances arise the team member shall be entitled to such penalty, loading or benefit as if the roster had not been changed.

15.4 The Reject Shop will consult team members about a proposed change to their regular roster or ordinary hours of work; and allow for the representation of affected team members by the SDA or any other nominated team member representative for the purposes of that consultation.

15.5 When consulting team members about a change to their regular roster or ordinary hours of work, The Reject Shop must:

- (1) provide information to team members about the change; and
- (2) invite team members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (3) give genuine and proper consideration to any views about the impact of the change that are given by the team members and or their representatives.

15.6 Casual team members who are asked to work a specific number of hours on a day and whose hours are reduced, other than by the initiation of the team member, shall be paid for the full number of hours specified, except where the casual team member has been notified before commencing travel to work that there is a reduction in the hours required to be worked, as long as the minimum shift is met.

16. SHORTER SHIFTS FOR LEARNING AND TEAM MEETINGS

16.1 Shorter shifts may be scheduled for the purposes of learning and/or team meetings capped at 6 occasions per year. These shifts will be a minimum of 1 hour, up to a maximum of 2 hours and will be voluntary to attend. These shifts will be paid at ordinary rate and will not constitute an additional day worked. All time in attendance will be paid for a minimum of 1 hour and The Reject Shop will endeavor to conduct these meetings either immediately before, during or after a team member's shift.

17. PROBATIONARY PERIOD

17.1 The initial employment of a full-time or part-time team member is subject to a 6-month probationary period. During this period the team member's contract of employment may be terminated on 1 weeks' notice by either party.

18. LIMITED TENURE CONTRACT

18.1 The Reject Shop may engage new and existing team members on a Limited Tenure basis as either full-time or part-time team members as

agreed. Limited Tenure contracts shall be voluntary.

- 18.2 Such engagements will not be less than 1 month provided that the minimum engagement may be 2 weeks where the sole purpose is the replacement of another team member on annual leave.
- 18.3 Such engagement will not be more than 65 weeks' duration or 104 weeks where the sole purpose is for the replacement of a team member on parental leave in accordance with Appendix 1.
- 18.4 Each such engagement will not be extended back to back, except where the sole purpose is for the replacement of a team member on parental leave in accordance with Appendix 1.
- 18.5 Prior to commencement of a period of Limited Tenure, the team member shall be advised in writing of the nature of the work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of their Limited Tenure employment.
- 18.6 Limited Tenure contracts may be terminated by either party by the giving the appropriate notice of termination specified in sub-clause 42.1.
- 18.7 Despite clause 18.1, where an existing team member varies their employment terms to a Limited Tenure contract, the team member shall, at the conclusion of the Limited Tenure contract, revert to a position of employment which is no less advantageous to the team member than that which existed immediately prior to the Limited Tenure contract. In this regard the notice given in accordance with sub-clause 18.1 is notice ending the limited tenure contract and not notice terminating the employment.

19. WAGE RATES

- 19.1 Full-time team members rates of pay for the classification structure are as follows:
- 19.2 Pre-Team The weekly rates of pay for Pre-Team members are set out in the table below and represent an increase of 0.5% in Year 1 and an increase of 1.25% In Year 2 - 0.625% paid 1 August 2019, 0.625% paid 1 February 2020. The weekly rates of pay are as follows;

| | 01-August-2018 | 01-August-2019 | 01-February-2020 |
|----------------|----------------|----------------|------------------|
| Level 2 - 100% | \$860.95 | \$866.33 | \$871.75 |
| Level 3 - 105% | \$904 | \$909.65 | \$915.34 |

- 19.3 The Pre-Team first increase, effective from the first full pay period following 1 August 2018, will be paid within 2 weeks of a "Yes vote" being recorded for this agreement. All other applicable terms and conditions will come in to effect on the commencement of The Reject Shop

Agreement 2018.

19.4 Post-Team The weekly rates of pay for Post-Team are set out in the table below and represent the GRIA rate of pay + 0.5% which will be maintained on an ongoing basis from the date of agreement operation.

| | From date of operation | 01-July-2019 |
|----------------|------------------------|--------------|
| Level 2 - 100% | \$793.86 | GRIA +0.5% |
| Level 3 - 105% | \$833.55 | GRIA +0.5% |

19.5 Junior full-time and part-time team members shall receive the following percentages of the ordinary wage rates prescribed in the table below:

| | Pre-Team | Post-Team |
|----------------|----------|-----------|
| Under 16 years | 50% | 45% |
| 16 years | 50% | 50% |
| 17 years | 60% | 60% |
| 18 years | 70% | 70% |
| 19 years | 80% | 80% |
| 20 years | 100% | 100% |

19.6 Ordinary Hourly Rate

19.7 The ordinary hourly rate of pay for part-time team members is 1/38th of the appropriate weekly rate multiplied by their number of hours for work during the ordinary spread of hours.

19.8 The ordinary hourly rate of pay for casual team members is 1/38th of the appropriate weekly rate. A casual team member who works during the ordinary spread of hours shall be paid a 25 % loading on the ordinary hourly rate.

19.9 Wage increases will be paid on the first full pay period on or after the effective date of the increase.

20. CLASSIFICATION STRUCTURE

20.1 Level 2 Team Member (100%) – is a team member who performs work above and beyond the skills of a Team Member in Training, and to the level of their training.

Such a team member:

- (1) is trained in and applies The Reject Shop's minimum customer service standards; and

- (2) has a thorough knowledge of and adheres to The Reject Shop's policies and procedures; and
- (3) performs the tasks of pricing goods and labelling shelves to the required standard; and
- (4) is able to exercise good interpersonal and communication skills in dealing with team members and customers; and
- (5) demonstrates personal and professional responsibility by being accountable for their own work; and
- (6) participates effectively within a team environment; and
- (7) is able to share skills and knowledge with team members within their work area and skill limitations; and
- (8) understands and works to achieve team and business goals; and
- (9) continues training and learning activities as required by The Reject Shop; and
- (10) answers and responds to telephone queries; and
- (11) demonstrates use of products and setting up displays; and
- (12) correctly operates cash registers including processing EFTPOS and cheque transactions; and
- (13) counts the register float at the start and end of the day.

20.2 Level 3 Team Member - Team Leader (105%) – is a team member appointed as such who performs work above and beyond the skills of a Level 2 Team Member, within a specialised area.

In addition to the requirements of a Level 2 Team Member, indicative tasks that may be required at this level include:

- (a) specialised knowledge of their work area/product and/or systems; and
- (b) provides supervisory assistance.
- (c) opening and/or closing of premises and associated security.
- (d) security of cash.

21. HIGHER DUTIES

21.1 A team member shall be deemed to be undertaking Level 3 Team Leader responsibilities and paid the Level 3 Team Leader's rate:

21.2 when they are engaged to act as Team Leader for more than two hours on one day or shift, they are to be paid the Level 3 Team Leader rate for that day or shift.

21.3 when they engaged for two hours or less during one day or shift, the team member is to be paid the Level 3 Team Leader rate for the time worked only.

21.4 Where a store management representative for The Reject Shop is not present to engage a team member to undertake the duties of a higher classification, the engagement will be made by the Area Manager.

21.5 A team member shall be deemed to be undertaking Assistant Store Manager responsibilities and paid a minimum of the GRIA Level 4 rate when they are engaged by the Area Manager to act as Assistant Store Manager for the duration of an agreed period of time.

21.6 A team member shall be deemed to be undertaking Store Manager responsibilities and paid a minimum of the GRIA Level 6 rate when they are engaged by the Area Manager to act as Store Manager for the duration of an agreed period of time.

22. PENALTIES AND OVERTIME

22.1 Penalties

22.2 The penalty rates set out in this sub-clause are paid in addition to the ordinary hourly rate of pay for Full-time and Part-time team members:

22.3 Full-time and Part-time:

| Year | Day | Spread of Hours | Pre-Team | Post-Team |
|-------------------------------|------------------|--------------------|----------|-----------|
| Until 31 July 2019 | Monday to Friday | Post 6:00 pm | 15% | 25% |
| Until 31 July 2019 | Saturday | 7:00 am - 11:00 pm | 15% | 25% |
| 1 August 2019 to 30 June 2020 | Monday to Friday | Post 6:00 pm | 17.5% | 25% |
| 1 August 2019 to 30 June 2020 | Saturday | 7:00 am - 11:00 pm | 17.5% | 25% |

22.4 Full-time and Part-time – Sunday:

| Year | Day | Spread of Hours | Pre-2018 Team | Post-2018 Team |
|-------------------------------|--------|--------------------|---------------|----------------|
| Until 31 July 2019 | Sunday | 9:00 am - 11:00 pm | 70% | 80% |
| 1 August 2019 to 30 June 2020 | Sunday | 9:00 am - 11:00 pm | 65% | 65% |

22.5 Casual:

| | Day | Spread of Hours | Pre-Team | Post-Team |
|-------------------------|------------------|-----------------|----------|-----------|
| Until 30 September 2019 | Monday to Friday | Post 6:00 pm | 25%* | 30%* |
| Until 29 February 2020 | Monday to Friday | Post 6:00 pm | 30%* | 35%* |
| Until 30 June 2020 | Monday to Friday | Post 6:00 pm | 33%* | 40%* |

| | | | | |
|-----------------------------|----------|--------------------|------|------|
| Until 30 September 2019 | Saturday | 7:00 am - 11:00 pm | 29%* | 40%* |
| Until 29 February 2020 | Saturday | 7:00 am - 11:00 pm | 38%* | 45%* |
| Until 30 June 2020 | Saturday | 7:00 am - 11:00 pm | 42%* | 50%* |
| Until 30 June 2019 | Sunday | 9:00 am - 11:00 pm | 70%* | 85%* |
| 1 July 2019 to 30 June 2020 | Sunday | 9:00 am - 11:00 pm | 70%* | 75%* |

*Inclusive of the casual loading.

22.6 Penalties stand alone. If two or more penalties and or overtime rates apply to the same work, then only the highest rate will apply, except where provided under clause 22.8.

22.7 Where an employee recommences work without having 10 hours off work, then the team member will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 10 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.

23. OVERTIME

23.1 Subject to clause 23.2 The Reject Shop may require a team member to work reasonable overtime at appropriate overtime rates.

23.2 A team member may refuse to work overtime in circumstances where the working of such overtime would result in the team member working hours which are unreasonable having regard to:

- (1) any risk to team member health and safety; and
- (2) the team member's personal circumstances including any family responsibilities; and
- (3) the needs of the workplace or enterprise; and
- (4) the notice (if any) given by The Reject Shop of the overtime and by the team member of his or her intention to refuse it; and
- (5) any other relevant matter.

23.3 Where a team member works overtime beyond their rostered shift without having been provided with either 24 hours' notice or notice before the completion of the previous shift, and they are unable to obtain their regular form of transport home, The Reject Shop shall arrange at its own cost, an alternative safe form of transport for the team member.

23.4 A full-time or part-time team member is entitled to be paid overtime when hours are worked in excess of the ordinary hours of work, outside the span of hours, or roster conditions prescribed in clause 14 – Rostering.

23.5 All Full-time and Part-time overtime shall be calculated on a daily basis and paid at the following in addition to the ordinary hourly rate of pay for full-time and part-time team members.

| Overtime Penalty Rate | |
|------------------------------|------|
| For the first 3 Hours | 50% |
| Additional hours thereafter | 100% |
| Sunday Overtime | 100% |
| Public Holiday Overtime | 150% |

- 23.6 A casual team member is entitled to overtime when:
- (1) work is performed in excess of 38 hours in any week;
 - (2) work is performed in excess of 6 days in any week;
 - (3) work is performed outside the ordinary spread of hours;
 - (4) work is performed in excess of 11 hours on one day of the week and in excess of 9 hours on any other day of the week.

- 23.7 Casual overtime shall be calculated on a daily basis and paid at the following in addition to the ordinary hourly rate of pay for full-time and part-time team members as defined in sub-clause 19.2.

| Span | Pre-Team | Post-Team |
|---|-----------------|------------------|
| For the first 3 Hours – Until 31 July 2019 | 61%* | 75%* |
| Additional hours after the first 3 hours– Until 31 July 2019 | 107%* | 125%* |
| Sunday Overtime – Until 31 July 2019 | 107%* | 125* |
| For the first 3 Hours -1 August 2019 to 30 June 2020 | 64.5% | 75%* |
| Additional hours after the first 3 hours -1 August 2019 to 30 June 2020 | 111.5% | 125%* |
| Sunday Overtime -1 August 2019 to 30 June 2020 | 111.5% | 125* |
| Public Holiday Overtime | 155%* | 175%* |

*Inclusive of the casual loading.

24. PUBLIC HOLIDAYS

- 24.1 The following days shall be regarded as public holidays:

New Years Day; Australia Day; Labour Day (8-hour day); Good Friday; Easter Saturday (except Tasmania); Easter Monday; Anzac Day; Queen's Birthday (Birthday of Sovereign); Christmas Day; Boxing Day (Proclamation Day in South Australia).

- 24.2 The following days shall be taken in addition to the days named above, or in lieu of where stated:

- (1) Victoria - Melbourne Cup Day for metropolitan areas (outside metropolitan areas Melbourne Cup Day or regional equivalent full

- day if applicable, but not both).
- (2) Western Australia - Western Australia Day.
- (3) Northern Territory - Picnic Day or Show Day as regionally observed
- (4) South Australia - Adelaide Cup.
- (5) Tasmania - in lieu of Easter Saturday, Show Day and Hobart Regatta Day (south of Oatlands) or Recreation Day - where Hobart Regatta Day is not observed.
- (6) New South Wales - Easter Sunday, and Picnic Day - the first Tuesday of November.
- (7) Australian Capital Territory – Canberra Day and Reconciliation Day.
- (8) Queensland - Exhibition (People's) Day or the appropriate regional show day.

24.3 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in sub-clauses 24.1 and 24.2 above, those days are additional public holidays for the purposes of this Agreement.

24.4 If the days set out in sub-clause 24.1 are substituted by another day as a result of an Act or Proclamation of a State or Territory government (substituted public holiday), then:

24.5 The provisions of sub-clauses 24.8, 24.9 and 24.10 shall apply to the substituted public holiday; and

24.6 The holiday which has been substituted shall be regarded as a non-holiday and team members rostered to work on that day shall be paid at the rates ordinarily applicable to that day.

24.7 In the case of Christmas Day where substitution occurs, work on 25 December shall attract an additional loading of half a normal day's wage for a full day's work in addition to the rate which applies on Saturday or Sunday and the team member shall also be entitled to the benefits of the substituted Public Holiday.

24.8 Work on a public holiday is voluntary.

24.9 A full-time or part-time team member who works on a public holiday shall be paid at the rate of 125% in addition to the ordinary hourly rate of pay for full-time and part-time team members as defined in sub-clause 19.2 with a minimum payment for 3 hours work.

24.10 A casual team member who works on a public holiday shall be paid at the rate of 150% in addition to the ordinary hourly rate of pay for full-time and part-time team members as defined in sub-clause 19.2, in lieu of the casual loading, with a minimum payment for 3 hours work.

24.11 A full-time or 5 day a week part-time team member working 5 days whose non- working day falls on a designated public holiday shall receive either:

- (1) An additional day's ordinary pay; or
- (2) An additional day of annual leave; or
- (3) An additional day off in lieu of the Public Holiday

- 24.12 Where a store opens for trade on an actual public holiday which has had the substitution provision of sub-clause 24.4 applied, the following is to apply:
- 24.13 If a team member is ordinarily rostered to work on the actual public holiday and the substituted day, then the team member is to elect which day is to be their public holiday and receive the standard public holiday benefits described in this clause. The other day is to then be a normal rostered day.
- 24.14 If a team member is rostered to work on the actual public holiday and not the substituted day, the team member is to receive the standard public holiday benefits of the actual day and not the substitute day.
- 24.15 If a team member is rostered to work on the substituted day and not the actual public holiday, the team member shall receive the public holiday benefits on the substituted day.
- 24.16 Part time or full-time team members who are rostered to work after 6pm on Christmas Eve may choose not to work that shift.
- 24.17 The Reject Shop may call for volunteers to work after 6pm on Christmas Eve to ensure operational requirements are met.
- 24.18 Rosters for the Christmas Eve shift must be set at least 7 days in advance to allow team members to notify The Reject Shop of their availability to work and to allow The Reject Shop sufficient time to call for volunteers. Should The Reject Shop fail to engage a sufficient number of volunteers, part time and full-time team members who were rostered to work during this period may be required to work.

25. EASTER SUNDAY

- 25.1 Where Easter Sunday is not a Public Holiday, work by full-time and part-time team members on Easter Sunday shall be voluntary, and where performed shall be paid at the rate double time despite the rate set out in sub-clause 22.4.
- 25.2 Time off in lieu of payment of the penalty rate prescribed for work on Easter Sunday pursuant to this clause may be provided if a team member so elects and it is agreed by The Reject Shop.
- 25.3 Such time in lieu must be taken at a mutually convenient time and within 4 weeks of the particular Easter Sunday, or where agreed between the Team Member and The Reject Shop, may be accumulated and taken as part of annual leave.
- 25.4 Time off in lieu must equate to the penalty rate.
- 25.5 Work by casual team members on Easter Sunday, where performed shall be paid at the rate of double time despite the rate set out in clause 22.5.
- 25.6 Where a store opens for trade on Easter Sunday and a full-time or part-time team member would ordinarily be rostered to work Easter Sunday, but that team member does not volunteer to work, they shall be

entitled to the day off with payment for the day.

25.7 Where a store does not open for trade on Easter Sunday and a team member would ordinarily have been rostered to work that day, that team member shall be entitled to payment for the day.

25.8 Payment for time off under sub-clauses 24.10 and 24.11 shall be the base ordinary time rate of pay for the team member's classification for the number of hours the team member would ordinarily have worked on the day.

26. MEAL AND REST BREAKS

26.1

| Hours worked | Paid Rest break | Unpaid Meal break |
|---|--|---|
| Work less than 4 hours | No rest break | No meal break |
| Work 4 hours or more but no more than 5 hours | One 15-minute rest break | No meal break |
| Work more than 5 hours but less than 7 hours | One 15-minute rest break | One meal break of at least 30 minutes but not more than 60 minutes. |
| Work 7 hours or more but less than 10 hours | Two 15-minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours. | One meal break of at least 30 minutes but not more than 60 minutes. |
| Work 10 hours or more | Two 15-minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours. | Two meal breaks each of at least 30 minutes but not more than 60 minutes. |

26.2 15-minute rest periods are inclusive of walking time each way

26.3 A team member so entitled may elect to take their rest period(s) in any manner mutually agreed

26.4 Rest breaks are paid breaks and meal breaks are unpaid breaks.

27. PAYMENT OF WAGES

27.1 Wages shall be calculated and paid weekly or fortnightly in arrears, not later than Thursday in the week following completion of the weekly or fortnightly pay cycle. Payments will be made by Electronic Funds Transfer ("EFT"). Charges relating to the EFT transfer will continue to be paid by The Reject Shop.

27.2 Each team member shall nominate a bank account into which their wages shall be paid and shall provide The Reject Shop with the necessary details and authority so as to enable The Reject Shop to pay

the team members' wages by EFT. Each team member shall be supplied with a statement setting out details of the amount of wages earned, including any overtime, penalties, allowances and deductions made and the net amount paid.

27.3 Payment of wages may change from weekly to fortnightly, so long as any changes are phased in by giving not less than 2 months' notice to team members.

28. SUPERANNUATION

28.1 The Reject Shop shall remain a participating employer of the Retail Employees Superannuation Trust (REST) and shall participate in accordance with the Fund Trust Deed.

28.2 The Reject Shop shall contribute monthly to REST on behalf of each eligible team member the level of contributions required to comply with the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.

28.3 Under current Legislation, an eligible team member is one who:

- (1) Earns \$450.00 or more in ordinary time earnings as defined under the Superannuation Guarantee (Administration) Act 1992, as amended from time to time, in any month; and
- (2) In the case of a team member aged below 18 years, works more than 30 hours per week.

28.4 A team member may make personal contributions to REST in addition to those made by The Reject Shop. A team member who wishes to make such additional contributions must authorise The Reject Shop in writing to pay into the Fund, from the team member's wages, a specified amount in accordance with the REST Trust Deed and Rules. Upon receipt of written authorisation from the team member The Reject Shop shall commence making monthly payments into the Fund on behalf of the team member following receipt of the authorisation. A team member may vary his or her additional contributions once each year by a written authorisation and The Reject Shop shall alter the additional contributions within the next pay period. Additional team member contributions to REST requested under this sub-clause shall be expressed in whole dollars.

28.5 Absence from Work:

28.6 The Reject Shop will continue to make superannuation payments on behalf of team members who are absent due to:

- (1) Paid leave—while the employee is on any paid leave;
- (2) 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:
- (3) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
- (4) the employee remains employed by the employer.

28.7 The Reject Shop shall not be required to make superannuation payments on behalf of any team member who is absent on any form of unpaid leave.

PART 3 - LEAVE

29. ANNUAL LEAVE

- 29.1 A permanent team member is entitled to 4 weeks of paid Annual Leave. This accrues progressively during a year of service according to the team members ordinary hours of work and accumulates from year to year.
- 29.2 Annual leave may be taken for a period mutually agreed between the team member and their Store Manager, Store management shall not unreasonably refuse requests for annual leave.
- 29.3 The parties to this Agreement strongly believe in the importance of team members using their annual leave entitlement for rest and recreation.
- 29.4 The Reject Shop may direct a team member to take annual leave if a team member's accrued annual leave entitlement exceeds 8 weeks. After consultation between The Reject Shop and the team member, The Reject Shop may require a team member to take annual leave, by giving at least 8 weeks' notice but no more than 12 months' notice, where more than 8 weeks of leave is accrued
- 29.5 This will not result in the team member's remaining accrued entitlement to paid annual leave being less than 6 weeks and be a minimum of one week's duration
- 29.6 The business and team members appreciate that granting of annual leave is challenging during key operational periods, which include the Christmas trading period and Stocktake. Any requests made during this time will be considered on a case by case basis.
- 29.7 Where a public holiday falls in a period during which a team member is on annual leave, that team member's annual leave must be extended by one day for each public holiday falling in the period of annual leave.
- 29.8 Where a full-time team member has an accrued annual leave entitlement in excess of 152 hours (or a pro rata amount for part-time team members), The Reject Shop may, at the request of the team member, pay to the team member an amount equal to the team member's ordinary rate of pay (inclusive of leave loading), up to a maximum of 2 weeks' per annum for a full-time team member or a pro rata amount for a part-time team member, for their annual leave entitlement in excess of 152 hours and reduce the team member's annual leave entitlement accordingly. Payment in lieu of taking annual leave will only be made if the team member makes the request in writing and The Reject Shop authorises the request. A separate request must be made on each occasion.
- 29.9 Upon termination of employment for any reason, a team member must be paid for all annual leave accrued in terms of sub-clause 29.1.
- 29.10 Where any form of leave (including authorised personal/

/compassionate or community service leave) occurs, the team member is taken to not be on annual leave for the period of that other leave or absence.

29.11 An Annual Leave Loading of 17.5% or the relevant weekend penalty rate, whichever is the greater but not both, on the ordinary rate of pay will be paid for all annual leave taken, and untaken annual leave which has accrued in respect of completed years of service and pro-rata accrued annual leave on termination of employment.

30. PERSONAL LEAVE

30.1 Personal leave may be taken by full-time and part-time team members if:

30.2 they are unfit for work because of personal illness or injury to themselves; or

30.3 if they need to provide care and support to a member of their immediate family as defined in sub-clause 4.9, or a member of their household because of;

- (1) a personal illness or injury, or
- (2) an unexpected emergency.

30.4 Full-time team members are entitled to 10 days paid personal leave for each year worked. During the first year of employment, personal leave accrues on a pro-rata basis, is cumulative and is credited monthly. At the commencement of the second and any subsequent year of employment, full-time team members are entitled to accrue their yearly personal leave up front.

30.5 A part-time team member is entitled to paid personal leave based on the average weekly hours worked over each 2-week cycle in the year that the leave accrued for each year worked. During the first year of employment, this leave accrues on a pro-rata basis, is cumulative and is credited monthly. At the commencement of the second and any subsequent year of employment, part-time team members are entitled to accrue their expected yearly personal leave up front.

30.6 The team member must notify store management as soon as reasonably practicable of;

- (1) any intended absence due to illness, or
- (2) where the leave is due to carer's responsibilities;
- (3) the reason(s) for taking such leave,
- (4) the estimated length of absence, and
- (5) the name of the person requiring care and their relationship to the team member.

30.7 A team member shall be entitled to;

- (1) not more than 2 single day absences; and
- (2) on one occasion per year, a 2 consecutive days absence
- (3) in any anniversary year without the production of a medical certificate or Statutory Declaration.

30.8 Subject to sub-clause 30.7, for absences of 2 consecutive days or more, a medical certificate or statutory declaration may be required by

The Reject Shop to receive payment.

- 30.9 If personal leave is taken either side of a weekend, a medical certificate or statutory declaration will not be required on the first occasion each calendar year but may be required thereafter for payment of the personal leave.
- 30.10 For personal leave taken either side of a Public Holiday a medical certificate or statutory declaration will be required for payment of the relevant personal leave days taken (unless the team member could not comply with the requirement or request because of circumstances beyond their control).
- 30.11 Any unused personal leave shall be cumulative from year to year, provided that the team member remains employed by The Reject Shop.
- 30.12 A team member is not entitled to be paid for unused accumulated personal leave on termination of employment.
- 30.13 Personal leave may be taken for part of a single day.
- 30.14 A team member may also by agreement with their Store Manager take annual leave in single day periods to a maximum of five (5) days per year as personal leave.

31. UNPAID PERSONAL LEAVE

- 31.1 A team member (including a casual team member) is entitled to a period of up to 2 days' unpaid personal leave for each occasion that a member of the team member's immediate family or household requires care and support due to that person being ill, injured or affected by an unexpected emergency. A team member may take unpaid personal leave for each occasion as a single continuous period of up to two days, or any separate periods to which the team member and The Reject Shop agree. A team member cannot take unpaid personal leave during a particular period if the team member could instead take paid personal leave, (this does not apply to casuals who have no entitlement to paid personal leave).

32. COMPASSIONATE LEAVE

- 32.1 A team member other than a casual team member will be entitled to a maximum of:
- (1) five shifts' paid leave up to and including the funeral where the team member is absent from work, because of the death or serious illness of the team member's partner (including de facto spouse), parent (including step parent and foster parent), child (including foster child and step child); and
 - (2) three shifts' paid leave where the team member is absent from work because of the death or serious illness of their legal guardian, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents-in-law, defacto parents-in-law, grandparents, and grandchildren.
 - (3) two shifts' paid leave where the team member is absent from work because of the death or serious illness/injury of a member of the team member's household.

- 32.2 A casual team member is entitled to two days of unpaid compassionate leave because of death or serious illness/injury of a member of their immediate family or household.
- 32.3 A team member who has given The Reject Shop notice of the taking of compassionate leave must, if required, give evidence that would satisfy a reasonable person.
- 32.4 Where the death of a relative occurs outside of Australia and the team member does not attend the funeral, they shall be entitled to payment for one shift unless they can demonstrate to The Reject Shop that additional time, up to a maximum of the number of shifts detailed in sub-clause 32.1 is justified.
- 32.5 Where the death of a relative detailed in sub-clause 32.1 occurs interstate or outside of Australia and the team member attends the funeral, the team member shall be entitled to receive an additional unpaid period of compassionate leave, which shall not exceed 2 shifts.
- 32.6 Payment whilst on leave will be at the team member's ordinary time earnings

33. JURY SERVICE LEAVE

- 33.1 A full-time or part-time team member required to attend jury service will be reimbursed by The Reject Shop an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages the team member would have received in respect of the time which would have been worked had the team member not been on jury service.
- 33.2 While on jury service, a team member will not be required to attend work until the completion of the jury service.
- 33.3 A team member on a roster including weekend work, shall be given time off without loss of pay so that the combination of consecutive jury and work days does not exceed 5 days per week.
- 33.4 A team member shall notify their Store Manager as soon as possible of the date upon which attendance for jury service is required. Further, the team member will give The Reject Shop proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- 33.5 Crediting of annual leave for permanent team members
- 33.6 A team member required to attend for jury service during a period of annual leave will, on producing satisfactory evidence of attendance, be credited with annual leave for the period for which jury service was attended.

34. PRE-NATAL LEAVE

- 34.1 A full-time or part-time team member who is pregnant, or whose

partner is pregnant, may access personal leave for the purpose of attending medical appointments associated with the pregnancy.

34.2 Proof of attendance may be required to be provided to The Reject Shop, as per the relevant leave provisions (i.e. Personal Leave).

34.3 Where possible team members should arrange appointments as close as possible to the beginning or ending of their ordinary working hours.

34.4 The team member is to provide reasonable notice to The Reject Shop of their requirement to take pre-natal leave.

34.5 Personal leave will be deducted from the team member's accrued entitlement based on the actual time taken to attend each appointment.

35. PARENTAL LEAVE

35.1 The parental leave provisions of this agreement are contained in Appendix 1. A copy of the provisions will be made available upon request by a team member.

36. LONG SERVICE LEAVE

36.1 Long Service Leave shall be given and taken in accordance with the Long Service Leave Act in each State or Territory. If entitled, team members may take their Long Service Leave entitlement at half pay for double the period entitled provided The Reject Shop agrees to such a request.

37. NATURAL DISASTER LEAVE

37.1 Where a yellow alert is announced for cyclones, or there is flooding or bush fires which pose a genuine threat to a team member's property or creates a need for a team member to care for their children, team members will be allowed to leave work. Time away from work is unpaid.

37.2 Team members seeking to take taking Natural Disaster Leave must provide as much notice as is possible to The Reject Shop of their intention to take such leave, but in any event, must inform The Reject Shop prior to leaving the workplace.

38. EMERGENCY SERVICES LEAVE

38.1 A permanent team member involved in recognised voluntary services including SES and firefighting will be entitled to paid time off to attend to emergency situations which may affect the community as a whole. Casual team members are entitled to unpaid Emergency Services leave.

38.2 It will be the responsibility of the team member to keep The Reject Shop informed about the time off needed to attend to emergency duties. To receive payment, a team member will provide The Reject Shop proof of attendance to the emergency situation.

38.3 Paid time off for attendance at emergencies in the local area will not be unreasonably restricted or accessed and will be limited to a maximum of three days per situation.

38.4 Paid time off for attendance to emergencies that are not local will be limited to a maximum of two days per annum, but may be increased, depending on the nature of the emergency (e.g. major bush fire) subject to The Reject Shop's approval.

39. DEFENCE FORCE LEAVE

39.1 A team member will be allowed leave of up to a maximum of 2 weeks per calendar year to attend Defence Forces Reserve approved training camps.

39.2 During such leave, team members who are required to attend full-time training will be paid an amount equal to the difference between the payment received in respect of their attendance at camp and the amount of ordinary time earnings they would have received for working ordinary time during that period.

39.3 To receive payment, a team member will provide The Reject Shop proof of attendance and proof of Defence Force Reserve rates of pay and total payment received for the time spent in training.

39.4 Team members seeking to take Defence Force Services Leave must provide notice to The Reject Shop at least one month prior to the period of training. The notice should detail the start and finish dates for training.

40. DOMESTIC AND FAMILY VIOLENCE LEAVE

40.1 The Reject Shop and the SDA recognise that team members sometimes face situations of domestic violence or abuse in their personal life perpetrated by a family or household member either during a relationship or after separation.

40.2 The Reject Shop and the SDA are committed to providing support to team members who experience family or domestic violence and will treat all matters of family or domestic violence with confidentiality, except that disclosure is permitted in exceptional circumstances, in consultation with one another, where it is imperative to maintain the safety of the team member and/or co-workers.

40.3 In this clause, family and domestic violence means: violent, threatening or other abusive behaviour by a family member of a team member that seeks to coerce or control the team member and that causes them harm or to be fearful.

40.4 Family member means:
(1) a spouse, de facto partner, including a former spouse or defacto partner, child, parent, grandparent, grandchild or sibling of the employee; or
(2) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

- (3) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

40.5 Entitlement to unpaid leave

40.6 A team member is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (1) the leave is available in full at the start of each 12-month period of the team member's employment; and
- (2) the leave does not accumulate from year to year; and
- (3) is available in full to part-time and casual team members; and
- (4) may be less than a day by agreement between the team member and The Reject Shop.

40.7 The Reject Shop and team member may agree that the team member may take more than 5 days' unpaid leave to deal with family and domestic violence.

40.8 The team member may use personal leave, as per clause 30, or other forms of paid leave.

40.9 A team member who supports a person experiencing family or domestic violence may take personal leave (as per clause 30) to accompany them to court or hospital or to mind children.

40.10 Consideration will be given to requests for further unpaid leave on a case by case basis, as per clause 31.

40.11 Team members experiencing family or domestic violence will have the right to request flexible working arrangements and The Reject Shop will assess these requests based on business requirements.

40.12 Taking unpaid leave

40.13 A team member may take unpaid leave to deal with family and domestic violence if the team member:

- (1) is experiencing family and domestic violence; and
- (2) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the team member to do that thing outside their ordinary hours of work.

40.14 Note: The reasons for which a team member 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.

40.15 Service and continuity

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

40.16 Notice and evidence

A team member must give The Reject Shop notice of the taking of leave by the team member under clause 40. The notice:

- (1) must be given to The Reject Shop as soon as practicable (which may be a time after the leave has started); and
- (2) must advise The Reject Shop of the period, or expected period, of the leave.

40.17 A team member may be required to produce evidence that family or domestic violence has occurred, such as; a medical certificate, a document issued by the police service, court, district nurse or lawyer, or a statutory declaration.

40.18 Confidentiality

Team Members may not disclose confidential information related to matters of family and domestic violence, except in consultation with the affected team member and to ensure the safety of team members and customers.

The Reject Shop must take steps to ensure information concerning any notice an employee has given, or evidence a team member has provided is treated confidentially, as far as it is reasonably practicable to do so.

Nothing in clause 40.18 prevents The Reject Shop 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. The Reject Shop should consult with such employees regarding the handling of this information.

41. BLOOD DONOR LEAVE

41.1 Full-time and part-time team members are entitled to paid leave (with proof of attendance) of up to two (2) hours per occasion, up to a maximum of four (4) occasions per calendar year, for the purposes of donating blood.

41.2 Absences shall be arranged by mutual agreement between the team member and The Reject Shop. Upon request, proof of such attendance will be required to be produced. Team members should attempt to organise the donation of blood as close as possible to the start or end of the team member's ordinary working hours.

PART 4 TERMINATION OF EMPLOYMENT

42. NOTICE OF TERMINATION

42.1 Subject to clause 17.1, and excepting a reason which would justify instant dismissal, either The Reject Shop or the team member may terminate employment at any time by giving the other party the required period of notice specified below:

| Period of Continuous Service | Period of Notice |
|-------------------------------------|-------------------------|
| Less than 1 year | 1 week |
| 1 year but less than 3 years | 2 weeks |
| 3 years but less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |

42.2 The Reject Shop will give the team member written notice of the day of termination (which cannot be before the day the notice is given).

42.3 Team members over 45 years of age with 2 years continuous service shall be entitled to receive an additional week's notice but are not required to give the additional week's notice themselves.

42.4 The Reject Shop may pay a team member in lieu of notice instead of requiring the team member to work out their notice.

42.5 Employment may also be terminated by The Reject Shop part by notice worked and part by payment.

42.6 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the team member's employment had continued until the end of the required period of notice, The Reject Shop would have become liable to pay to the team member because of the employment continuing during that period. That total must be calculated on the basis of:

- (1) the team member's ordinary hours of work (even if not standard hours); and
- (2) the amounts ordinarily payable to the team member in respect of those hours, including (for example) allowances, loading and penalties; and
- (3) any other amounts payable under the team member's contract of employment.

42.7 The Reject Shop may, at its discretion, accept a lesser period of notice from a team member.

42.8 The notice of termination required to be given by a team member shall be the same as that required of The Reject Shop, save and except there shall be no additional notice based on the age of the team member concerned.

42.9 Where a business is transmitted from one employer to another, as set out in sub-clause 43.11, the period of continuous service that the team member had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, a team member shall not be entitled to notice of termination or payment in lieu of notice for any period

of continuous service in respect of which notice has already been given or paid for.

42.10 Where The Reject Shop has given notice of termination to a team member, a team member must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the team member after consultation with The Reject Shop.

42.11 Upon termination of a team member howsoever occurring, the team member shall be required to return any The Reject Shop's property in their possession.

42.12 The period of notice in this clause does not apply in the case of dismissal for serious misconduct, to probationary team members, to casual team members and to team members engaged for a specific period of time or for a specific task or tasks.

42.13 Suspension of employment

In circumstances where a team member's conduct may constitute serious misconduct that may ultimately result in disciplinary proceedings (including summary dismissal) for the team member, The Reject Shop shall have the right to suspend the team member on full pay pending the outcome of a disciplinary inquiry. The Reject Shop's decision to suspend the team member will not limit The Reject Shop's right to terminate the team member following the disciplinary enquiry.

43. REDUNDANCY

43.1 Redundancy occurs where The Reject Shop has made a definite decision that The Reject Shop no longer wishes the job the team member has been doing done by anyone and that decision leads to the termination of employment of the team member, except where this is due to the ordinary and customary turnover of labour.

43.2 A team member who is made redundant shall be given notice in accordance with clause 42.1 of this Agreement.

43.3 In addition to the notice prescribed in clause 42.1. each team member who is made redundant shall receive a severance payment calculated as follows:

| Years of Service | Entitlement |
|------------------------------|--------------------|
| Less than 1 year | Nil |
| 1 year & less than 2 years | 4 weeks' pay |
| 2 years & less than 3 years | 6 weeks' pay |
| 3 years & less than 4 years | 7 weeks' pay |
| 4 years & less than 5 years | 8 weeks' pay |
| 5 years & less than 6 years | 10 weeks' pay |
| 6 years & less than 7 years | 11 weeks' pay |
| 7 years & less than 8 years | 13 weeks' pay |
| 8 years & less than 9 years | 14 weeks' pay |
| 9 years & less than 10 years | 16 weeks' pay |
| 10 years and over | 12 weeks' pay |

- 43.4 "Week's pay" means the ordinary time rate of pay for the team member concerned.
- 43.5 Provided that such rate shall exclude: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses, and any other ancillary payments of a like nature.
- 43.6 The provisions of this clause shall not apply to a team member whose conduct during the notice period justifies instant dismissal, probationary team members, casual team members or team members engaged for a specified task or tasks.
- 43.7 During the period of notice, a team member shall, at a time agreed with the Store Manager 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.
- 43.8 A team member given notice of termination in circumstances of redundancy may terminate their employment during the notice period set out in clause 42.1. In this circumstance the team member will be entitled to receive the benefits and payments they would have received under this clause had they remained with The Reject Shop until the expiry of the notice, but will not be entitled to payment in lieu of notice.
- 43.9 A team member who is transferred to lower paid duties shall be paid at the higher rate of pay for the duration of the period of notice in clause 42.1. A transfer to lower paid duties or position as a result of disciplinary action will not constitute a redundancy or termination of employment for the purposes of this agreement.
- 43.10 The Reject Shop may make application to the Fair Work Commission to have the severance payment specified in clause 43.3 varied if The Reject Shop obtains acceptable alternative employment for a team member.
- 43.11 "Acceptable alternative employment" means employment that is overall on no less favourable terms and conditions and with recognition of all prior service with The Reject Shop.
- 43.12 The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from The Reject Shop (in this sub-clause called "the transmittor") to another employer (in this sub-clause called "the transmittee"), in any of the following circumstances:
- 43.13 Where the team member accepts employment with the transmittee which recognises the period of continuous service which the team member had with the transmittor and any prior transmittor to be continuous service of the team member with the transmittee; or
- 43.14 Where the team member rejects an offer of employment with the transmittee, in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the team member at the time of ceasing employment with the transmittor; and which recognises the period of

continuous service which the team member had with the transmitter and any prior transmitter to be continuous service of the team member with the transmittee.

43.15 The Commission may vary clause 43.3 if it is satisfied that this provision would operate unfairly in a particular case.

43.16 The continuity of the employment of the team member shall be deemed not to have been broken by reasons of such transmission; and

43.17 The period of employment which the team member has had with the transmitter or any prior transmitter shall be deemed to be service of the team member with the transmittee.

43.18 In this clause business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

44. ABANDONMENT OF EMPLOYMENT

44.1 A team member who has failed to attend work for 3 or more consecutive shifts without notification to The Reject Shop, may be deemed to have abandoned their employment and The Reject Shop will be entitled to treat the employment as having been terminated at the team member's own initiative.

PART 5 MISCELLANEOUS

45. ACCIDENT MAKE-UP PAY – VICTORIA

- 45.1 If a Pre-team team member in Victoria receives weekly compensation following an accident or injury under the Workplace Injury Rehabilitation and Compensation Act 2013(Vic) and if that weekly compensation is less than the team member would have received for working their average rostered hours (normal weekly wage), then The Reject Shop agrees to pay the difference between the normal weekly wage and the weekly compensation subject to the limitations set out in sub-clauses 45.2 and 45.3 below.
- 45.2 The maximum period or aggregate period of accident make-up pay to be made by The Reject Shop shall be a total of 39 weeks for any one injury.
- 45.3 Accident make-up pay does not apply:
- (1) to any incapacity occurring during the first two weeks of employment unless the incapacity continues beyond the first two weeks.
 - (2) in respect of an injury during the first 7 consecutive days (including non-working days) of incapacity
- 45.4 Other State and Territories apart from Victoria are not affected by this clause
- 45.5 Pre-Team Members will continue to be entitled to Accident Make-up Pay, where applicable, for a period of 2 years from the commencement of this agreement after which time Accident make up pay will no longer be paid by the company. For the avoidance of doubt, Post-team members are not entitled to any accident make-up pay under this agreement.
- 45.6 Any Pre-Team Members who are in receipt of Accident Make-up Pay at the time of expiry of this clause, will continue to receive Accident Make-up Pay for the duration of their entitlement

46. ALLOWANCES

- 46.1 Travel Allowance
- 46.2 Excess travelling costs

Where The Reject Shop requires a team member to move temporarily from one Store to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the employer.

- 46.3 Travelling time reimbursement

Where The Reject Shop requires a team member 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), the team member 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.

46.4 Where The Reject Shop provides transport from a pick-up point, a team member will be paid travelling time for all time spent travelling from such pick-up point and returning to such pick up point.

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

46.6 Transfer of employee reimbursement

Where The Reject Shop transfers an employee from one township to another, The Reject Shop will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the team member and the team member's family.

46.7 Transport allowance

Where The Reject Shop requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.

46.8 Transport of employee's reimbursement

Where a team member commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the team member's regular means of transport is not available and the team member is unable to arrange their own alternative transport, The Reject Shop will reimburse the employee for the cost of a taxi fare from the place of employment to the team member's usual place of residence. This will not apply if The Reject Shop provides or arranges proper transportation to and/or from the team member's usual place of residence, at no cost to the team member.

46.9 Provided always that a team member may elect to provide their own transport.

46.10 Meal Allowance

A full-time or part-time team member who works an extra hour or more overtime after the scheduled finishing time on a particular day and who was not given 24 hours' notice of the requirement to work overtime will be either provided with a meal or paid a meal allowance of \$18.29. Where such overtime work exceeds four hours a further meal allowance of \$16.57 will be paid.

46.11 No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.

46.12 First Aid Allowance

Where The Reject Shop appoints a qualified team member (qualified to St John's Ambulance standard or the equivalent) to perform first aid duty they will be paid a First Aid allowance of \$10.89 per week.

46.13 Laundry Allowance

Where The Reject Shop requires a team member to wear any protective or special clothing such as a uniform, dress or other clothing then The Reject Shop will reimburse the team member for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by The Reject Shop.

46.14 Where a team member is required to launder any special uniform, dress or other clothing, the team member will be paid the following applicable allowance:

- (1) For a full-time employee - \$6.25 per week
- (2) For a part-time or casual team member - \$1.25 per shift

46.15 Broken Hill

Team members in the Broken Hill store will receive an hourly allowance of \$0.9433 for hours worked.

46.16 Broken Hill team members will accrue Long Service Leave entitlements under the provisions of the South Australian Long Service Leave Act, save that the terms of sub-clause 36.1 of this Agreement will continue to apply.

46.17 Allowance increases

Allowances will not fall below GRIA.

47. LOCKERS

47.1 The Reject Shop will use all reasonable endeavours to provide locker accommodation for each team member where practicable. Where lockers are not practicable, The Reject Shop shall provide a secure place for team members to store their personal belongings.

48. ADDRESS FOR SERVICE

48.1 Service of any document shall be deemed to have been affected by delivery or facsimile transmission to the following addresses:

| | |
|------------------|---|
| The Reject Shop: | Store Support Centre 245 Racecourse Road Kensington 3031 |
| SDA: | National Office 6th Floor, 53 Queen Street MELBOURNE VIC 3000 |

48.2 It is the team member's responsibility to ensure that address records held by The Reject Shop are correct. Team members will be deemed to have received notice about matters affecting this Agreement if The Reject Shop serves notice to the last address notified by the team member.

SIGNED for and on behalf of THE REJECT SHOP (245 Racecourse Road,
Kensington, 3031)

by

who hereby certifies that he/she is authorised so to do in the presence of:

Witness

SIGNED by
for and on behalf of the SHOP DISTRIBUTIVE AND ALLIED EMPLOYEES'
ASSOCIATION
(6th Floor, 53 Queen St, Melbourne, 3000)

by

who hereby certifies that he/she is authorised so to do in the presence of:

Witness

Appendix 1

PARENTAL LEAVE

Subject to the terms of this appendix, team members are entitled to parental leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this appendix apply to full-time, part-time and eligible casual team members, but do not apply to other casual team members.

An eligible casual team member means a team member:

- a) employed by The Reject Shop on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 9 months; and
- b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purpose of this appendix, 'continuous service' is work for The Reject Shop on a regular and systematic basis (including any period of authorised leave or absence).

The Reject Shop must not fail to re-engage a casual team member because:

- a) a team member or team member's spouse or de facto partner is pregnant; or
- b) a team member is or has been immediately absent on parental leave.

The rights of The Reject Shop in relation to engagement and re-engagement of casual team members are not affected, other than in accordance with this appendix.

1. Definitions

1.1 For the purpose of this appendix child means a child of a team member under the age of one year except for adoption of a child where child means a person under the age of sixteen years who is placed with a team member for the purposes of adoption, other than a child or step-child of a team member or of the spouse or de facto partner of a team member or a child who has previously lived continuously with the team member for a period of six months or more.

2. Basic Entitlement to Unpaid Parental Leave

2.1 After nine months' continuous service, parents are entitled to a combined total of 65 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child.

2.2 Subject to sub-clause 4.9 of this appendix, 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 period of concurrent leave if the leave complies with the following requirements:

- (1) the concurrent leave must not be longer than a period of eight weeks.

(2) the concurrent leave may be taken in separate periods, but unless The Reject Shop agrees, each period must not be shorter than 2 weeks.

(3) unless The Reject Shop agrees, the concurrent leave must not start before the date of the birth of the child if the leave is birth-related leave, or the day of placement of the child, if the leave is adoption-related leave.

2.3 A team member who has acted as the primary caregiver and has completed a period of 65 weeks parental leave (inclusive of paid and unpaid leave) may apply for an extension of that leave totaling no more than 104 weeks, immediately following the end of their initial 65-week period. The request must be in writing and be submitted at least four weeks before the end of the initial parental leave period. The Reject Shop will reply in writing within 21 days of the request being made, stating whether or not the request has been granted. The Reject Shop may refuse a request on reasonable business grounds and if so, will provide details of the reasons for the refusal. The Reject Shop must not refuse the request unless it has given the employee a reasonable opportunity to discuss the request.

3. Eligibility for Paid Parental Leave

3.1 In order to assist team members at this time, The Reject Shop will provide four weeks paid parental leave to the primary caregiver upon completion of at least 2 years continuous service with The Reject Shop.

3.2 The paid period of parental leave is then supplemented by the normal statutory provisions of further unpaid leave to a total combined maximum of 65 weeks parental leave.

4. Notice and Evidence requirements

4.1 A team member must provide notice to The Reject Shop in advance of the expected date of commencement of parental leave. The notice requirements are:

(1) Of the expected date of leave (included in a certificate from a registered medical practitioner stating that the team member is pregnant) - at least ten weeks;

(2) Of the date on which the team member proposes to commence parental leave and the period of leave to be taken - at least four weeks.

(3) Provided that where this is not practicable, the notice will be given as soon as is practicable (which may be a time after the leave has started).

4.2 When the team member gives notice under sub-clause 4.1 (1) of this appendix the team member must also provide a statutory declaration stating particulars of any period of parental leave sought or taken by their spouse or de facto partner and that for the period of parental leave they

will not engage in any conduct inconsistent with their contract of employment.

- 4.3 A team member will not be in breach of this appendix if failure to give the stipulated notice is occasioned by the period of leave occurring earlier than the presumed date.
- 4.4 Subject to sub-clause 2.1 of this appendix and unless agreed otherwise between The Reject Shop and the team member, a team member may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 4.5 Where a team member continues to work within the six-week period immediately prior to the expected date of birth, or where the team member elects to return to work within six weeks after the birth of the child, The Reject Shop may require the team member to provide a medical certificate stating that they are fit to work on their normal duties.

5. Special Maternity Leave

- 5.1 Where the pregnancy of a team member not then on parental leave terminates within 28 weeks of the expected date of birth of the child, other than by the birth of a living child, then the team member may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 5.2 Where a team member is suffering from an illness not related to the direct consequences of the pregnancy, a team member may take any paid personal leave to which they are entitled in lieu of, or in addition to, special maternity leave.
- 5.3 Where a team member not then on parental leave suffers illness related to the pregnancy, they may take any paid personal leave to which they are then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before they return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a partner, may not exceed 65 weeks, except where an extension under sub-clause 2.3 is applied for and granted, up to 104 weeks

6. Adoption Leave

- 6.1 A team member will notify The Reject Shop at least ten weeks in advance of the date of commencement of adoption leave, including any travel that is reasonably necessary to take custody of the child, and the period of leave to be taken. A team member may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the team member, the adoption of a child takes place earlier.
- 6.2 Before commencing adoption leave, a team member will provide The Reject Shop with a statutory declaration stating:
 - (1) The team member is seeking adoption leave to become the primary care-giver of the child;

(2) Particulars of any period of adoption leave sought or taken by the team member's partner; and

(3) That for the period of adoption leave the team member will not engage in any conduct inconsistent with their contract of employment.

6.3 The Reject Shop may require a team member to provide confirmation from the appropriate government authority of the placement.

6.4 Where the placement of child for adoption with a team member does not proceed or continue, the team member will notify The Reject Shop immediately and The Reject Shop will nominate a time not exceeding four weeks from receipt of notification for the team member's return to work.

6.5 A team member will not be in breach of this appendix as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a partner, or other compelling circumstances.

6.6 A team member 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 team member and The Reject Shop should agree on the length of the unpaid leave. Where agreement cannot be reached, the team member is entitled to take up to two days unpaid leave. Where paid leave is available to the team member, The Reject Shop may require the team member to take such leave instead.

7. Variation of period of Parental Leave

7.1 Unless agreed otherwise between The Reject Shop and team member, a team member may apply to The Reject Shop to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

8. Parental Leave and other entitlements

8.1 A team member 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 65 weeks.

9. Transfer to a safe job

9.1 Where a team member is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the team member make it inadvisable for the team member to continue at her present work, the team member will, if The Reject Shop deems it practicable, be transferred to an appropriate safe job for the risk period that has:

(1) The same ordinary hours of work as the team member's present

position; or

(2) A different number of ordinary hours agreed to by the team member.

9.2 The Reject Shop must pay the team member for the safe job for the risk period at the team member's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period with no other changes to the team member's terms and conditions of employment.

9.3 If the transfer to a safe job is not practicable, the team member may elect, or The Reject Shop may require the team member to take a period of paid no safe job leave immediately in accordance with the following:

(1) the team member is entitled to unpaid parental leave; and

(2) The team member has complied with notice and evidence requirements outlined in this clause.

(3) The period of leave ends at the earliest of whichever of the following times is applicable:

a. the end of the period stated in the medical certificate

b. if the team member's pregnancy results in the birth of a living child – the end of the day before the date of the birth;

c. if the team member's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

10. Unpaid no safe job leave

10.1 Unpaid no safe job leave is available for a pregnant team member where;

(1) there is no appropriate safe job available; and

(2) the team member is not entitled to unpaid parental leave; and

(3) if required by The Reject Shop the team member has given The Reject Shop evidence that would satisfy a reasonable person of the pregnancy;

10.2 The team member is entitled to unpaid no safe job leave for the risk period.

10.3 Without limiting the application of clause 10.1 The Reject Shop may require the evidence referred to in clause 10.2 to be a medical certificate

11. Returning to work after a period of Parental Leave

11.1 A team member will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

11.2 A team member will be entitled to the position which they held immediately before proceeding on parental leave. In the case of a team member transferred to a safe job pursuant to clause 9 of this appendix, the team member will be entitled to return to the position they held immediately before such transfer.

- 11.3 Where such position no longer exists but there are other positions available which the team member is qualified for and is capable of performing, the team member will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 11.4 A permanent team member returning from parental leave may request to work part time, up to when the child is of school age.
- 11.5 Team members returning to work after parental leave are allowed to request flexible work arrangements, including part time work.
- 11.6 As per the NES, the changes in working arrangements team members are allowed to request includes hours, location and patterns of work.
- 11.7 Requests for returning to work part-time and flexible work arrangements must be made in writing and set out the details of the changes sought and the reasons for the change.
- 11.8 The Reject Shop must respond to requests in writing within 21 days stating whether or not they will allow the change.
- 11.9 Requests for returning part-time after parental leave and for flexible working arrangements may only be refused on reasonable business grounds. The Reject Shop must also provide in writing the reasons the request has been refused.

12. Communication while on parental leave.

- 12.1 If a team member is on parental leave and The Reject Shop makes a decision/s which will have a significant effect on the status, pay or location of the team member's pre- parental leave position, then The Reject Shop will take all reasonable steps to provide information about, and an opportunity to discuss, the effect of the decision on the team member's position.

13. Replacement team members

- 13.1 A replacement team member is a team member specifically engaged or temporarily promoted or transferred, as a result of a team member proceeding on parental leave.
- 13.2 Before The Reject Shop engages a replacement team member The Reject Shop must inform that person of the temporary nature of the employment and of the rights of the team member who is being replaced.

Appendix 2

SUPPORTED WAGE

1. Team members eligible for a supported wage.

- 1.1 Appendix 2 defines the conditions which will apply to team members who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:
- 1.2 “Supported Wage System” means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
- 1.3 “Accredited Assessor” means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the supported wage system.
- 1.4 “Disability Support Pension” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- 1.5 “Assessment instrument” means the form provided for under the supported wage system that records the assessment of the productive capacity of the team member to be employed under the supported wage system.

2. Eligibility criteria

- 2.1 Team members covered by this clause will be those who are unable to perform the range of duties to the competency level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 2.2 This Appendix does not apply to any existing team member who has a claim against The Reject Shop which is subject to the provisions of workers’ compensation legislation or any provision of this Agreement relating to the rehabilitation of team members who are injured in the course of their current employment.
- 2.3 Appendix 2 does not apply to The Reject Shop in respect of its facility, programme, undertaking service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the Disability Services Act 1986 , or if a part only has received recognition, that part.

3. Supported wage rates

3.1 Team members to whom this clause applies shall be paid the applicable percentage of the Team Member Level 2 rate of pay prescribed by this Agreement for the class of work which the Team Member is performing, according to the following schedule:

| Assessed capacity | Percentage of prescribed |
|-------------------|--------------------------|
| 10% | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

3.2 The minimum amount payable shall be not less than \$87 per week

3.3 Where a team member's assessed capacity is 10%, they shall receive a high degree of assistance and support.

4. Assessment of capacity

4.1 For the purpose of establishing the percentage of the Agreement rate to be paid to a team member under this Agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- (1) The Reject Shop and the SDA in consultation with the team member or, if desired by any of these;
- (2) The Reject Shop and an accredited assessor from a panel agreed by the parties to the Agreement and the team member.

5. Lodgement of assessment instrument

5.1 All assessment instruments under the conditions of this appendix, including the appropriate percentage of the wage to be paid to the team member, shall be lodged by the employer with the Registrar of the Fair Work Commission.

5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the SDA is not a party to the assessment, it shall be referred by the Registrar to the SDA by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

6. Review of assessment

6.1 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the

procedures for assessing capacity under the supported wage system.

7. Other terms and conditions of employment

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

8. Workplace adjustment

8.1 If The Reject Shop wishes to employ a person under the provisions of this appendix it shall take reasonable steps to make changes in the workplace to enhance the team member's capacity to do the job. Changes may involve re-design of the job duties, working time arrangements and work organisation in consultation with other team members in the area.

9. Trial period

9.1 In order for an adequate assessment of the team member's capacity to be made, The Reject Shop may employ a team member under the provisions of this appendix for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

9.3 The minimum amount payable to the team member during the trial period shall be no less than \$87 per week.

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

9.5 Where The Reject Shop and team member wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 4 of this appendix.

Appendix 3

SAVINGS PROVISIONS

1. Application

1.1 The savings provisions set out in this Appendix only apply to a team member who commences employment with The Reject Shop prior to 15 June 2005 and who is still in employment with The Reject Shop – for all other team members this Appendix is non-applicable.

2. Saved penalty rates for full-time and part-time team members.

2.1 Where a team member received higher penalties for work during ordinary hours on Saturday, Sunday and/or for weeknight evening work in accordance with the Federal or State award that previously governed the team member's employment than provided for in this Agreement the team member will be entitled to a saved rate of pay if the aggregate of the previous weekly rate plus penalties exceeds the aggregate of the weekly rate in clause 19 of this Agreement.

2.2 Where the rates set out in clause 19 of this Agreement are higher than the weekly rate the team member received together with any higher penalty in accordance with the Federal or State award that previously governed the team member's employment then the team member will be entitled to the rate in clause 19 of this Agreement and a saved rate will not apply.

3. Saved rate of pay calculations (full-time and part-time)

3.1 Saved rates of pay will be calculated on the full-time or part-time team member's average roster over the preceding 12 months period:

- (1) Determine the weekly dollar amount of the team member's base rate (from the relevant State or Federal Award) including any penalties.
- (2) To determine whether a team member is a saved rate team member, apply the figure determined in sub-clause 3.1 (1) of this appendix and compare this figure to the team member's relevant Agreement rate that would apply for the same roster.
- (3) Where the relevant Agreement rate for a team member is higher than the figure determined in sub-clause 3.1 (1) of this appendix - the Agreement rate shall apply to the employee.
- (4) Where the relevant Agreement rate for a team member is found to be less than the figure determined in sub-clause 3.1 (1) of this appendix - the employee shall be deemed a Saved Rate employee.

4. Casual team members

4.1 Casual team members are paid in accordance with clause 19 of this Agreement and are entitled to the casual loading on the rates specified

in sub-clause 19.2 of this Agreement.

5. Casual saved rates

- 5.1 Where a casual team member received a higher casual rate of pay, inclusive of any annual leave component, for work in accordance with the Federal or State award that previously governed the casual team member's employment, than the rate in clause 21 of The Reject Shop Agreement 2014, plus the casual loading, as per sub-clause 4.2 of The Reject Shop Agreement 2014, then the team member shall continue to receive the difference as a saved rate of pay.
- 5.2 Where a casual team member received a higher casual rate of pay, inclusive of any annual leave component (including the shift allowance in NSW), for work in ordinary hours on Saturday in accordance with the Federal or State award that previously governed the casual team member's employment, then the team member shall continue to receive the difference as a saved rate of pay.
- 5.3 In any state, where a casual team member received a late night penalty rate under the terms of the State award that previously governed their employment prior to the commencement of this Agreement the team member will receive a saved rate of pay equivalent to any difference in the aggregate total amount that they would have received for evening work under the State award and the amount they receive under this agreement, provided the aggregate amount under the State award was higher.
- 5.4 Existing casuals shall not be replaced by new casuals as a result of any lower casual rates contained in this Agreement.

6. General Savings Provisions

6.1 Voluntary work on Sunday

- (1) If a team member had a right to voluntary Sunday work, the team member will retain this right.
- (2) Where Sunday trading has not been legally introduced in a region and is introduced, then team members employed in the region at the time of the introduction of legal Sunday trading will only be required to work Sundays on a voluntary basis.

6.2 Part Time team members

- (1) Part time team members employed in NSW will continue to be entitled to a minimum entitlement of 36 hours per four-week cycle (an average of 9 hours per week), despite any provision to the contrary in this agreement.

6.3 Span of Hours

- (1) Work will remain voluntary for team members at times outside the spread of hours specified in the Federal or State awards that previously governed the team member's employment before the

commencement of this Agreement.

6.4 Personal Leave

- (1) Team members employed in SA and ACT will continue to be entitled to personal leave entitlements in accordance with the Federal or State award that had previously governed the team member's employment, despite any provision to the contrary in this agreement.

6.5 Personal leave for Casuals

- (1) Casual team members who had accrued personal leave entitlements in accordance with the Federal or State award that had previously governed the team member's employment shall have such accrual frozen. Any existing personal leave accrual, at the commencement of this Agreement, shall remain until exhausted by the team member.

6.6 Superannuation

- (1) Where a team member was entitled to receive occupational superannuation in accordance with the Federal or State awards that previously had governed the employee's employment, they shall continue to receive these benefits and maintain eligibility in lieu of clause 27 of The Reject Shop Agreement 2014.

6.7 No reduction in earnings

- (1) Team members will not suffer a reduction in their weekly earnings immediately prior to the commencement of this Agreement as a result of the implementation of this Agreement, unless otherwise provided in this Agreement.

6.8 Rosters

- (1) Rosters will not be changed merely for the purpose of avoiding savings provisions.