



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Barbeques Galore Pty Limited
(AG2019/1832)

BARBEQUES GALORE ENTERPRISE AGREEMENT 2019

Retail industry

COMMISSIONER MCKINNON

MELBOURNE, 20 JUNE 2019

Application for approval of the Barbeques Galore Enterprise Agreement 2019.

[1] An application has been made for approval of a single enterprise agreement known as the *Barbeques Galore Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Barbeques Galore Pty Limited.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 June 2019. The nominal expiry date of the Agreement is 30 June 2023.



COMMISSIONER

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<AE504044 PR709573>

Barbeques Galore Enterprise Agreement 2019

Rollout Version, 3 April 2019

Arrangement of Enterprise Agreement

Part 1	Preliminary.....	2
1.1	Operation of Enterprise Agreement.....	2
1.2	Definitions	2
Part 2	General Employment Matters.....	3
2.1	Appointment or Change to Appointment	3
2.2	Grievance Procedure.....	3
2.3	Barbeques Galore Employee Training.....	4
2.4	Clothing and Appearance	4
2.5	Individual Flexibility Arrangement.....	4
2.6	Flexible Working Arrangements	5
2.7	Workplace Consultation – Major Workplace Change	5
2.8	Consultation - About Changes to Rosters or Hours of Work	7
Part 3	Employment Status.....	7
3.1	Full Time Employee	7
3.2	Part Time Employee	7
3.3	Casual Employees	8
3.4	Casual Conversion	8
Part 4	Remuneration	10
4.1	Classification	10
4.2	Wages and Wage Increases	10
4.3	Superannuation.....	10
4.4	Allowances.....	11
Part 5	Hours of Work.....	12
5.1	Rostering Principles	12
5.2	Working Hours	12
5.3	Overtime	13
5.4	Spread of Hours and Penalty Payments.....	14
5.5	Breaks.....	14
Part 6	Leave	15
6.1	Annual Leave	15
6.2	Personal Leave.....	15
6.3	Compassionate Leave	16
6.4	Unpaid Leave.....	17
6.5	Public Holidays.....	17
6.6	Long Service Leave	17
6.7	Parental Leave	17
6.8	Community Service Leave	18
6.9	Natural Disaster Leave.....	19
6.10	Family and Domestic Violence Leave.....	19
Part 7	Conditions of Employment.....	19
7.1	Termination of Employment	19
7.2	Payment of Wages	20
7.3	Redundancy.....	20

7.4	Seasonal Contract	20
7.5	Abandonment of Employment	20
7.6	Suspension of Employment	21
Part 8	EA Wage Rates.....	21
Part 9	Signature Section	23

Part 1 Preliminary

1.1 Operation of Enterprise Agreement

- (a) This Enterprise Agreement will be known as the Barbeques Galore Enterprise Agreement 2019.
- (b) This Enterprise Agreement applies to Barbeques Galore and to the employees of Barbeques Galore who are employed to perform work in Barbeques Galore retail stores in any Australian State or Territory apart from Barbeques Galore Store Managers, Assistant Store Managers, Managers-in-Training, approved trainees, shiftworkers (as defined in the modern award at clause 30).
- (c) This Enterprise Agreement commence 7 days after it is approved by Fair Work Australia and will nominally expire on 30 June 2023.
- (d) This is a comprehensive Enterprise Agreement and will not be read in conjunction with any Industrial Agreement or Industrial Award except as expressly provided for within this Enterprise Agreement.
- (e) The National Employment Standards and this Enterprise Agreement combine to form the minimum conditions of employment for employees covered by this Enterprise Agreement.
- (f) A copy of this Enterprise Agreement and the National Employment Standards will be available on the Barbeques Galore intranet.

1.2 Definitions

- (a) Barbeques Galore means the single business carried on by Barbeques Galore (Aust) Pty Ltd.
- (b) 'continuous service' means service for any employee under an unbroken contract of employment.
- (c) 'immediate family' means the people within the following categories of relationship with an employee:

A spouse (including de facto)	A grandparent
A partner	A grandchild
A parent (guardian)	A brother or sister
A child	

These categories are to be read to include "foster" and "step" relationships.

The definition will also include parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law.

- (d) 'modern award' means the General Retail Industry Award 2010 [MA000004].

- (e) 'mutually agreed' within this Enterprise Agreement means agreement is reached after Barbeques Galore and the employee have genuinely agreed after a process of consultation.
- (f) 'ordinary hours' means 76 hours per 2 week cycle for a full time employee and fewer than 76 hours for a part time employee who works over a 2 week cycle.
- (g) 'ordinary rate of pay' means the employees wage rate as expressed in the wages section.
- (h) 'permanent employees' are full time employees and part time employees.
- (i) SDA is the Shop Distributive and Allied Employees' Association.
- (j) 'shift' means the period of time elapsing from the time a employee commences work to the time the employee ceases work.

Part 2 General Employment Matters

2.1 Appointment or Change to Appointment

- (a) Every employee will be advised in writing at the time of engagement or upon any agreed change to the nature of their engagement:
 - (i) Whether they are a salaried employee, a full time employee, a part time employee or a casual employee;
 - (ii) Their employment classification;
 - (iii) If a part time employee, the employee's contract ordinary hours and work roster;
 - (iv) Their specific period of engagement if employed on a Seasonal Contract; and
 - (v) Any other specific terms of appointment.

2.2 Grievance Procedure

- (a) Step 1: Grievances between an employee and Barbeques Galore about matters arising under this Enterprise Agreement or the National Employment Standards will be discussed at the first instance between the employee and management at shop level.
- (b) Step 2: If the matter is not settled at step 1 the employee may raise the matter with their relevant Regional Manager.
- (c) Step 3: If the matter is not settled at step 2 the employee may raise the matter with the Human Resources Manager.
- (d) Step 4: If the matter still cannot be resolved, either party to the grievance or the SDA may refer the matter to Fair Work Australia for resolution by conciliation. If either party or the SDA is unhappy with the conciliation they may refer the matter to arbitration. If arbitration is necessary the Fair Work Australia may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. The decision of the member of the Fair Work Australia will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- (e) Until the matter is determined work as usual must continue at the discretion of Barbeques Galore. No party will be prejudiced by this continuance of work.
- (f) Any party to a grievance may request that a person attend and represent them at any step of the process. This representative may be an official or delegate of the SDA.
- (g) The parties must co-operate to ensure these procedures are followed expeditiously.

2.3 Barbeques Galore Employee Training

- (a) Barbeques Galore Employee Training sessions will be held from time to time as part of the company's commitment to up-skilling employees. Wherever operationally possible, training will be conducted immediately before, immediately after or during a shift.
- (b) All employees are expected to attend the store Employee Training sessions. Payment for attendance will be paid at the employee's relevant ordinary rate of pay (including Overtime if applicable) with a minimum 3 hour payment.

2.4 Clothing and Appearance

Barbeques Galore takes great pride in its professionalism and superior product and service. An extension of Barbeques Galore professionalism is the requirement that employees must always present themselves in a professional and business-like manner.

2.5 Individual Flexibility Arrangement

- (a) Barbeques Galore and an employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Enterprise Agreement if:
 - (i) The arrangement deals with 1 or more of the following matters:
 - Arrangements about when work is performed;
 - Overtime rates;
 - Penalty rates;
 - Allowances; and
 - (ii) The arrangement meets the genuine needs of Barbeques Galore and the employee in relation to 1 or more of the matters mentioned in sub-clause 2.5(a)(i); and
 - (iii) The arrangement is genuinely agreed to by Barbeques Galore and the employee.
- (b) Barbeques Galore must ensure that the terms of the individual flexibility arrangement:
 - (i) Are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (ii) Are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (iii) Result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) Barbeques Galore must ensure that the individual flexibility arrangement:
 - (i) Is in writing; and
 - (ii) Includes the name of Barbeques Galore and the employee; and
 - (iii) Is signed by Barbeques Galore and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- (iv) Includes details of:
 - The terms of the Enterprise Agreement that will be varied by the arrangement; and
 - How the arrangement will vary the effect of the terms; and
 - How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (v) States the day on which the arrangement commences.
- (d) Barbeques Galore will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) Barbeques Galore or the employee may terminate the individual flexibility arrangement:
 - (i) By giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) If Barbeques Galore and the employee agree in writing at any time.

2.6 Flexible Working Arrangements

- (a) An employee with at least 12 months continuous service who:
 - (i) Is a parent or guardian, or has the responsibility for the care, of a child who is school age or younger;
 - (ii) Is a carer (as defined in the Carer Recognition Act 2010);
 - (iii) Has a disability;
 - (iv) Is 55 or older;
 - (v) Is experiencing family or domestic violence; or
 - (vi) Is caring for or supporting an immediate family member or household member who requires care or support because of family or domestic violence.

May make a request in writing to Barbeques Galore for a change in working arrangements. This could include changes to hours of work, patterns of work and changes in location of work.
- (b) To be eligible, a casual employee needs to have an ongoing expectation of work and be a long term casual ie someone who has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.
- (c) Barbeques Galore will only refuse a request on reasonable business grounds.
- (d) Barbeques Galore will provide a written response within 21 days. In instances where Barbeques Galore refuses the request the written response will include the reasons for the refusal. Additionally, Barbeques Galore will comply with modern award clause 31A where an employee has made a request for a change in working arrangements under section 65 of the Act.

2.7 Workplace Consultation – Major Workplace Change

- (a) This clause applies if:
 - (i) Barbeques Galore has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (ii) The change is likely to have a significant effect on employees of the enterprise.
- (a) Barbeques Galore must notify the relevant employees of the decision to introduce the major change.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this clause.

- (c) If:
- (iii) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (iv) The employee or employees advise Barbeques Galore of the identity of the representative,
Barbeques Galore must recognise the representative.
- (d) As soon as practicable after making its decision, Barbeques Galore must:
- (v) Discuss with the relevant employees and their representative (if any):
 - The introduction of the change; and
 - The effect the change is likely to have on the employees; and
 - Measures Barbeques Galore is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (vi) For the purposes of the discussion — provide, in writing, to the relevant employees and their representative (if any):
 - All relevant information about the change including the nature of the change proposed; and
 - Information about the expected effects of the change on the employees; and
 - Any other matters likely to affect the employees.
- (e) However, Barbeques Galore is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives.
- (f) Barbeques Galore must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (g) If a clause in the Enterprise Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Barbeques Galore, the requirements set out in sub-clauses (b), (c) and (e) are taken not to apply.
- (h) In this clause, a major change is 'likely to have a significant effect on employees' if it results in:
- (vii) The termination of the employment of employees; or
 - (viii) Major change to the composition, operation or size of Barbeques Galore workforce or to the skills required of employees; or
 - (ix) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (x) The alteration of hours of work; or
 - (xi) The need to retrain employees; or
 - (xii) The need to relocate employees to another workplace; or
 - (xiii) The restructuring of jobs.
- (i) In this clause, 'relevant employees' means the employees who may be affected by the major change.

2.8 Consultation - About Changes to Rosters or Hours of Work

- (a) If Barbeques Galore propose to change a relevant employee's regular roster or ordinary hours of work, Barbeques Galore will consult with the employee.
- (a) The relevant employees may have a representative for the purposes of the procedures in this clause.
- (b) If:
 - (i) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) The employee or employees advise Barbeques Galore of the identity of the representative, Barbeques Galore must recognise the representative.
- (c) Barbeques Galore will:
 - (i) Provide to the relevant employees, and their representative (if any), information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when the change is proposed to commence);
 - (ii) Invite the relevant employees, and their representatives (if any) to provide their views about the impact of the proposed change (including any impact in relation to their family or carers' responsibilities); and
 - (iii) Give consideration to any views about the impact of the proposed change that are provided by the relevant employees and/or their representatives.
- (d) The requirement for Barbeques Galore to consult under this clause 2.8 does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (e) Barbeques Galore is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives.
- (f) In this clause, 'relevant employees' means the employees who may be directly affected by the change to a regular roster or ordinary hours of work.

Part 3 Employment Status

3.1 Full Time Employee

- (a) Full time employees are those employees engaged to work 76 hours per 2 week cycle.

3.2 Part Time Employee

- (a) Part time employees will have reasonably predictable hours of work and will be advised of their contracted ordinary hours on employment or any agreed change to their contracted ordinary hours. These ordinary hours will be between 16 hours and less than 76 hours per fortnightly cycle (which is an average of between 8 hours and less than 38 hours per week).
- (b) Additionally, on employment a part-time employee will be advised of their work roster. A part time employee's roster, but not the agreed number of hours, may be altered by the giving of notice in writing of 7 days or in the case of an emergency, 48 hours, by Barbeques Galore to the employee or as otherwise mutually agreed.

- (c) A part time employee may work beyond their contracted ordinary hours, up to a maximum of 76 hours in a 2 week cycle and be paid at their ordinary hourly rate of pay. An employee must agree to work these additional hours, otherwise overtime rates apply. The variation will be recorded in writing on the roster and the updated roster reposted. Where there is a requirement to work overtime, overtime rates will apply. The agreement to work additional hours may be withdrawn by the employee with 7 days' notice.
- (d) Subject to the operational requirements of Barbeques Galore, when additional hours become available, they will be offered to part time employees in preference to engaging other employees where practicable.

3.3 Casual Employees

- (a) Casual employees are employees engaged on an hourly basis.
- (b) A casual employee will receive a casual loading component of 25%.
- (c) Due to the casual loading, casual employees will have no entitlement to the provisions contained in the annual leave and personal leave sections, although a casual employee will be provided unpaid carer's leave and unpaid compassionate leave as specifically provided for in the relevant clauses of the personal leave section.

3.4 Casual Conversion

- (a) A person engaged by Barbeques Galore as a regular casual employee may request that their employment be converted to full time or part time employment.
- (b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full time employee or part time employee under the provisions of this Enterprise Agreement.
- (c) A regular casual employee who has worked equivalent full time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full time employment.
- (d) A regular casual employee who has worked less than equivalent full time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to Barbeques Galore.
- (f) Where a regular casual employee seeks to convert to full time or part time employment, Barbeques Galore may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) It would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full time or part time employee in accordance with the provisions of this Enterprise Agreement – that is, the casual employee is not truly a regular casual employee as defined in (b) above;
 - (ii) It is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) It is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

- (iv) It is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where Barbeques Galore refuses a regular casual employee's request to convert, Barbeques Galore will provide the casual employee with Barbeques Galore reasons for refusal in writing within 21 days of the request being made. If the employee does not accept Barbeques Galore refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in this Enterprise Agreement. Under that procedure, the employee or Barbeques Galore may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full time or part time employment as provided for in this clause, Barbeques Galore and employee must discuss and record in writing:
 - (i) The form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) If it is agreed that the employee will become a part time employee, the matters referred to in the part time clause of this Enterprise Agreement.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full time or part time employment, the employee may only revert to casual employment with the written agreement of Barbeques Galore.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full time or part time employment, nor permits Barbeques Galore to require a regular casual employee to so convert.
- (o) Nothing in this clause requires Barbeques Galore to increase the hours of a regular casual employee seeking conversion to full time or part time employment.
- (p) Barbeques Galore must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at the approval of this Enterprise Agreement, Barbeques Galore will provide such employees with a copy of the provisions of this subclause by the commencement of this Enterprise Agreement.
- (q) A casual employee's right to request to convert is not affected if Barbeques Galore fails to comply with the notice requirements in paragraph (p).

Part 4 Remuneration

4.1 Classification

- (a) This Enterprise Agreement covers Barbeques Galore Sales Assistants (ie modern award level 1 as set out in Schedule B B.1 of modern award).
- (b) There are two instances where an employee may be required to perform additional tasks or functions of modern award level 1: as a Duty Manager or 2: a Forklift Driver. In such cases the employee will be paid as set out immediately below.

Duty Manager

- (c) If an employee is required to perform the role of Duty Manager (including opening or closing a store), they will be paid an allowance of \$2.75 for each hour they work as a Duty Manager up to 2 hours. If the employee is required to perform the role of Duty Manager for more than 2 hours on a shift the employee will be paid the \$2.75 for each hour worked on the shift.

Forklift

- (d) If an employee is required to drive a forklift, they will be paid an allowance of \$1.00 for each hour they are required to work on the forklift up to 2 hours. If the employee is required to drive a forklift for more than 2 hours on a shift the employee will be paid the \$1,00 for each hour worked on the shift.

4.2 Wages and Wage Increases

- (a) The wages that will apply from the commencement of this Enterprise Agreement are set out in Part 8 of this Enterprise Agreement. The Enterprise Agreement ordinary hourly rate of pay is set at 0.25% above the modern award minimum rates (as per clause 17 of the modern award).
- (b) From 2019, Barbeques Galore will increase the Enterprise Agreement wage tables (Part 8 herein) in accordance with determinations of the Fair Work Commission.
- (c) In July of each year, or on any other change to the modern award wage rates, Barbeques Galore will publish a Barbeques Galore Wage Notice setting out the ordinary hourly rates of pay, junior rates and penalties that will apply.

4.3 Superannuation

- (a) Barbeques Galore will contribute superannuation on behalf of all eligible employees as per the Superannuation Guarantee Legislation (SGC) (as amended) to a nominated fund of their choice. If no choice is made, the default fund will be either a Mysuper compliant superannuation fund or REST.
- (b) Employees will be able to make additional voluntary contributions on either a pre or post-tax basis.
- (c) In addition to the SGC, Barbeques Galore will pay superannuation on any parental leave payments (including government parental leave payments).

4.4 Allowances

Meal Allowance

- (a) An employee required to work more than one hour of overtime after the employee's ordinary time of ending work, without being given 24 hours' notice, will be either provided with a meal or be paid meal allowance 1 as set out in the allowance table in Part 8. Where such overtime work exceeds four hours the employee will be provided with a meal or be paid meal allowance 2 as set out in the allowance table in Part 8.
- (b) These meal allowance amounts will increase in accordance with any adjustments to the matching amounts in the modern award (clause 20.1(a)).

Special Clothing

- (c) Where Barbeques Galore requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing then barbeques Galore will reimburse the employee 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 Barbeques Galore.
- (d) Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid the following applicable allowance:
 - (i) For a full-time employee – the FT laundry allowance as set out in the allowance table in Part 8.;
 - (ii) For a part-time or casual employee – the PT/Casual laundry allowance as set out in the allowance table in Part 8.
- (e) These laundry allowances will increase in accordance with any adjustments to the matching amounts in the modern award (clause 20.2(b)).

Excess Travelling Costs

- (f) Where an employee is required by Barbeques Galore to move temporarily from one shop to another for a period not exceeding 3 weeks, all additional transport costs so incurred will be reimbursed by Barbeques Galore.

20.4 Travelling Time Reimbursement

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

Transfer of Employee Reimbursement

- (i) Where Barbeques Galore transfers an employee from one township to another, Barbeques Galore will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family.

Transport Allowance

- (j) Where Barbeques Galore requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid a transport allowance as set out in the allowance table in Part 8.
- (k) This transport allowance will increase in accordance with any adjustments to the matching amounts in the modern award (clause 20.6).

Other Applicable Modern Award Allowances

- (l) Additional to the abovenamed allowances, Barbeques Galore will follow and comply with any other modern award allowance that may be applicable at any time or from time-to-time pursuant to clause 20 of the modern award.

Part 5 Hours of Work

5.1 Rostering Principles

- (a) Barbeques Galore will determine rosters of work for permanent employees on the basis of a 2 week roster cycle. Rosters will be posted a minimum of seven days in advance of the roster period.
- (b) A change to a permanent employee's rostered hours may occur:
- (i) With 7 days written change to the roster following consultation with the employee, 14 days where there is a disagreement; or
 - (ii) In the case of an emergency by 48 hours notice; or
 - (iii) Otherwise as mutually agreed.
- (c) A permanent employee's regular roster will only be changed after consultation with the employee concerned has taken place. In establishing or changing a roster, Barbeques Galore will respect the genuine family responsibilities of the employee and will have regard for whether or not the employee can arrange safe transport home.
- (d) A permanent employee's roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable.
- (e) On a weekly basis Barbeques Galore will provide indicative starting and finishing times and days of work for casual employees. A casual employee will be advised of changes, if any, to their indicative roster prior to the start of their shift and Barbeques Galore will endeavour to contact the employee and notify them of the change prior to their arrival at work. Once a casual employee has commenced a shift a change to their hours can only occur if mutually agreed.
- (f) A copy of the roster will be posted in a conspicuous place on Barbeques Galore premises.

5.2 Working Hours

- (a) Permanent employees will be rostered to work their ordinary hours per 2 week cycle.
- (b) A casual employee may work a maximum 38 ordinary hours per pay week.
- (c) If a part time employee works in excess of their ordinary hours (in accordance with clause 3.2(d)) but less than 76 hours in any 2 week cycle they will be paid their ordinary rate of pay (plus accrue personal leave and annual leave for the excess hours).
- (d) An employee will not be rostered to work for more than 9 ordinary hours per day provided that for one day per week an employee can be rostered up to 11 ordinary hours.
- (e) A full time employee may not be rostered to work for less than 5 consecutive hours per day.
- (f) Part time employees and casual employees may not be rostered to work for less than 3 hours per day.
- (g) Employees will not be rostered to work more than 10 days in a 2 week cycle. These rostered days may be worked 5 days per week or on 6 days in one week if in the following week the employee is not rostered to work for more than 4 days.

- (h) Employees will not be rostered to work more than 6 consecutive days unless mutually agreed otherwise.
- (i) All employees will receive a 12 hour break between the completion of work on one shift and the commencement of work on the next shift, 10 hours where mutually agreed.
Consecutive Days Off
- (j) Ordinary hours will be worked so as to provide an employee with 2 consecutive days off each week or 3 consecutive days off in a 2 week period.
- (k) This requirement will not apply where the employee requests in writing and Barbeques Galore agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.
- (l) An employee can terminate the agreement by giving four weeks' notice to the employer.
- (m) Permanent employees will be rostered to have at least 2 consecutive days off every 14 days, unless mutually agreed otherwise.

5.3 Overtime

- (a) Barbeques Galore may require an employee to work reasonable overtime. Overtime for:
 - Full time employees: all hours worked in excess of the ordinary hours of work, outside the span of hours or roster conditions set out in the working hours clause 5.3 of this enterprise agreement.
 - For part-time employees: in excess of the agreed hours in clause 5.2(a) of this enterprise agreement or as varied under clause 5.2(c).
 - For casual employees: in excess of 76 ordinary hours per 2 week cycle; work outside the span of hours; work in excess of 11 hours on one day of the week and in excess of 9 hours on any other day of the week.
- (b) Overtime will be paid:
 - For full time employees and part time employees: at 150% for the first 3 hours and 200% thereafter, 200% on a Sunday, 250% on a public holiday;
 - For casual employees: at 175% of the ordinary hourly rate of pay for the first 3 hours and 225% of the ordinary hourly rate of pay thereafter (inclusive of the casual loading), 225% on a Sunday, 275% on a public holiday.
- (c) Notwithstanding anything contained in this clause, Barbeques Galore and the employee may agree that time off with pay may be paid in lieu of payment for Overtime. Time off will be allowed at an equivalent amount as the Overtime rate.

5.4 Spread of Hours and Penalty Payments

- (a) The spread of ordinary hours will be Monday to Friday (inclusive) 7am to 9pm; Saturday 7am to 6pm and Sunday 9am to 6pm.
- (b) An employee will receive the below listed percentages as per the modern award, and changes thereto that may occur to the modern award during the life of the Enterprise Agreement:

<u>Spread of Hours of Work</u>	<u>Permanent</u>	<u>Casual*</u>
Monday to Friday - 7am to 6pm	100%	125%
Monday to Friday – 6pm to 9pm [^]	125%	150%**
Saturday – 7am to 6pm [^]	125%	150%***
Sunday – 9am to 6pm [^]	150%#	175%
Public Holidays	225%	250%

*Includes the 25% casual loading.

**135% from approval, 140% from 1 March 2020, 145% from 1 October 2020, 150% from 1 March 2021

***145% from approval, 150% from 1 March 2020

#165% from approval, 150% from July 2020

[^]Where Barbeques Galore trading hours extend beyond 9pm Monday to Friday or 6pm on Saturday or Sunday, the finishing time for ordinary hours on all days of the week will be 11pm.

5.5 Breaks

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

	<u>Paid Rest Break</u>	<u>Unpaid Meal Break</u>
If an employee works 4 or more hours and up to 5 hours:	10 minutes	none
If an employee works more than 5 and up to 7 hours:	10 minutes	30 minutes*
If an employee works 7 hours: or more	2 x 10 minutes	30 minutes
If an employee works 10 hours or more:	2 x 10 minutes	2 x 30 minutes
* A casual employee who works up to 6 hours may elect to forgo a Meal Break providing the casual employee has taken their paid Rest Break at least 2 hours prior to finishing work and Barbeques Galore agrees to the request. Barbeques Galore will not use this provision to roster casual employees for a 6 hour shift without a Meal Break.		

- (b) By mutual agreement the unpaid Meal Break may be 45 or 60 minutes.
- (c) No employee will work more than 5 hours continuously without an unpaid Meal Break except as allowed in clause 5.5(a).
- (d) Breaks are to be taken as determined by Barbeques Galore.

Part 6 Leave

6.1 Annual Leave

- (a) All permanent employees will be entitled to 4 weeks' paid annual leave per year accruing progressively.
- (b) Employees must apply for annual leave in writing by completing a Leave Request Form.
- (c) Employees are encouraged to take 4 weeks Annual Leave per year and to not accrue more than 8 weeks of leave.
- (d) Barbeques Galore may direct an employee to take annual leave if they have accumulated more than 8 weeks of annual leave, Any such requests by Barbeques Galore will be made in accordance with the requirements set out in the modern award at clauses 32.6 and 32.7.
- (e) An employee may request, in writing, to have annual leave paid. Barbeques Galore will consider each request on its merits and will determine each request on a case-by-case basis. Annual Leave will not be cashed out if it would result in the employee's remaining annual leave accruals being less than 4 weeks. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (f) As a result of Christmas trading demands no annual leave is available from 1 November to 31 January although no annual leave requests will be unreasonably refused.
- (g) Where any public holiday for which the permanent employee is entitled to payment occurs during any period of annual leave taken by an employee, the period of annual leave will be increased by one day in respect of that public holiday.
- (h) An employee before going on Annual Leave that has become due will be paid the amount of wages they would have received in respect of the period of Annual Leave had they been working.
- (i) Any accrued Annual Leave entitlements (plus the annual leave loading of 17.5%) will be paid to a permanent employee upon termination of employment.
- (j) During a period of annual leave an employee will receive an annual leave loading of 17.5% or the relevant weekend penalty rate, whatever is the greater but not both.

6.2 Personal Leave

- (a) Permanent employees will be entitled to 10 days personal leave per annum accruing progressively.
- (b) Personal leave is sick leave and carers leave.
- (c) If a permanent employee requires personal leave they must personally contact their store management as soon as reasonably practicable. All reasonable efforts are to be made to contact the person in charge of the store prior to an employee's rostered starting time.
- (d) Permanent employees are not entitled to be paid for their accumulated personal leave on termination.
- (e) Authorised personal leave, whether paid or unpaid, does not break a permanent employee's continuity of service.

Sick Leave

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

Carers Leave

- (i) Carers leave may be used when a permanent employee needs to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency.
- (j) Where the employee is taking carers leave, Barbeques Galore may require evidence of the need for the leave via a medical certificate or a statutory declaration.
- (k) Unpaid carers leave of 2 days per occasion is available to permanent employees who have exhausted their accrued Personal Leave.
- (l) Unpaid carers leave of 2 days per occasion is available to casual employees.

6.3 Compassionate Leave

- (a) Upon the death of an immediate family member or a member of an employee's household a permanent employee is entitled to 3 days paid compassionate leave.
- (b) A permanent employee will be entitled to an extra 2 days paid compassionate leave where:
 - (i) The death is of a spouse, de facto spouse, parent or child (including step, foster child or step parent); or
 - (ii) The funeral is interstate or overseas, and the employee is attending the funeral.

Provided that the maximum amount of paid compassionate leave on any one occasion will be 5 days.

- (c) If a member of a permanent employee's immediate family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to their life, the permanent employee will be entitled to 2 days paid compassionate leave.
- (d) Where the death of an immediate family member occurs outside Australia and the employee does not attend the funeral, they will be entitled to one day of compassionate leave, unless an employee can demonstrate to the Barbeques Galore satisfaction of Barbeques Galore that compassionate leave of 3 days is justified.
- (e) On consultation with Barbeques Galore an employee will be provided 1 day paid compassionate leave to attend the funeral of a significant other. (A significant other means a close friend or a relative not defined as immediate family or member's household.)
- (f) The employee may be required to provide reasonable evidence of the requirement to take compassionate leave.
- (g) Requests for unpaid compassionate leave, extensions to the length of compassionate leave or use of annual leave entitlements for compassionate leave purposes will be considered by Barbeques Galore on a case-by-case basis. An employee genuinely affected by grief due to the death of a close friend may apply to Barbeques Galore for leave. Alternatively, Barbeques Galore may agree to provide unpaid time-off work.

6.4 Unpaid Leave

- (a) Barbeques Galore will consider employee requests for unpaid leave. Unpaid leave may include an employee requesting time off for study, to travel or other personal reasons.
- (b) The granting of unpaid leave will be on a case-by-case basis at the discretion of Barbeques Galore. An employee may be required to have used any accrued Annual Leave before they are granted Unpaid Leave.
- (c) Whilst on unpaid leave all entitlements to annual leave, personal leave, long service leave or superannuation will be frozen from the date of commencing such leave to the date of returning from such leave.
- (d) Such absence will not break continuity of employment for the employee concerned.

6.5 Public Holidays

- (a) Employees will be entitled to public holidays in the manner as proclaimed, declared, prescribed, legislated or gazetted by each State or Territory government.
- (b) Involuntary Closures - where stores are closed due to trading requirements outside of Barbeques Galore control on a day that is not classed as a Public Holiday (e.g. Easter Sunday), then full-time and part-time staff normally rostered on this day will be required to do one of the following:
 - (i) Take one day's annual leave; or
 - (ii) Take a day owed from a previous public holiday; or
 - (iii) Take a day of unpaid leave; or
 - (iv) Make up the day at another time over the next 2 roster cycles.
- (c) Where a part day public holiday is declared or prescribed, Barbeques Galore will comply with Schedule F of the modern award.

6.6 Long Service Leave

- (a) All employees covered by this Enterprise Agreement will be entitled to long service leave on full pay, subject to, and in accordance with, the provisions of the employees' relevant state legislation.
- (b) Long service leave may be taken on half pay for twice the length of long service leave.

6.7 Parental Leave

- (a) Employees will be entitled to parental leave in accordance with the NES.
- (b) A summary of the parental leave NES is:
 - (i) Parental leave is available to all eligible employees who have 12 months or more continuous service immediately preceding the commencement of the leave.
 - (ii) The leave is unpaid, and is available for a period of up to 52 weeks for the primary care-giver in one unbroken period. Employees may also take any other forms of leave to which they are entitled, such as annual leave or long service leave, in substitution for some or all of this 52 week period.
 - (iii) An employee who is a primary care-giver may request up to an additional 52 weeks leave. Barbeques Galore will give genuine consideration to each request and will only refuse a request on reasonable business grounds. If Barbeques Galore refuse a request they will provide written details to the employee of the reasons for the refusal.
 - (iv) An employee who is a non-primary care-giver will be provided with up to 1 week's unpaid parental leave.

- (v) Casuals will be entitled to parental leave in circumstances where they have been employed for a period of 12 months on a regular and systematic basis and, but for the expected birth, would have a reasonable expectation of continuing to be employed on that basis.
- (c) Additional to the NES:
- (i) An employee who is a non-primary care-giver will be provided with up to an additional 4 week's unpaid parental leave. Employees may also take any other forms of leave to which they are entitled, such as annual leave or long service leave, in substitution for some or all of this 4 week period.
 - (ii) An employee will be entitled to unpaid pre-natal leave to attend interviews or examinations as required to obtain approval for adoption, permanent care orders/long term foster care; and
 - (iii) Parental Leave will be available to employees who commence a permanent fostering arrangement or become responsible for a child under a permanent care order.
 - (iv) A full time employee, who has been on parental leave as a primary care-giver, may request to return to work from the leave on a part time basis. Barbeques Galore will give genuine consideration to each request in accordance with its operational requirements. On return to full time employment, or in the case of a part time employee to their pre-parental leave hours, the employee will return to the employee's pre-parental leave position or if that position is no longer available, a position nearest in hours, pay and status for which the employee is qualified and suited.
 - (v) On an employee's return from parental leave as a primary care giver Barbeques Galore will give due consideration to the employee's family responsibilities when setting a roster. Such requests will not be unreasonably refused.
- (d) Whilst on parental leave as a primary care giver, an employee may request to be employed by Barbeques Galore on a separate employment contract as a casual employee. This can only occur on Barbeques Galore receiving a written request from the employee concerned and on the understanding that the arrangement does not in any way impact on the employee's accruals, entitlements or permanent employment contract unless Barbeques Galore terminates the contract of employment due to misconduct reasons. Barbeques Galore will offer hours of work to such an employee subject to the normal principles of a casual engagement and the operational requirements of Barbeques Galore. A permanent employee on Parental Leave may not work on a separate casual contract during that period where the employee is receiving the government parental leave payment.

6.8 Community Service Leave

- (a) An employee who engages in an 'eligible community service' is entitled to be absent from employment to engage in the activity plus reasonable travel associated with the activity and reasonable rest time following the activity.
 - (b) 'Eligible community service' includes:
 - (i) Jury service;
 - (ii) Voluntary emergency management activity*; or
 - (iii) Any activity prescribed by the regulations to the Fair Work Act.
- *This includes an activity that involves 'dealing with an emergency or a natural disaster'; and the activity is voluntary; and the employee is a member of the recognised management body; and the employee was requested to engage in the activity (or it was reasonable for them to assume a request would be made).
- (c) An employee must provide Barbeques Galore notice of the leave as soon as practicable including notification of the expected period of the leave. Barbeques Galore may require an employee to provide them reasonable evidence they have been engaging in an eligible community service activity.
 - (d) Employees will be paid for community service leave at the discretion of Barbeques Galore (although jury service will be paid).

- (e) For jury service: Barbeques Galore may require the employee to provide Barbeques Galore reasonable evidence the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled (even if it is nil). An employee is not entitled to be paid for Jury Service unless the employee provides the requested evidence. If the employee provides the evidence the total amount payable is reduced by the total amount of jury service pay.

6.9 Natural Disaster Leave

- (a) Barbeques Galore will endeavour to avoid loss of pay to permanent employees at the time of a natural disaster.
- (b) A permanent employee will receive 2 days paid leave if there is a justifiable reason that employee is unable to attend work due to a natural disaster. If, at the conclusion of the 2 days paid leave a permanent employee is still unable to report to work as a result of a natural disaster then Barbeques Galore will discuss with the employee the taking of annual leave to cover the time off work.

6.10 Family and Domestic Violence Leave

- (a) Employees who experience family or domestic violence and require time off work to attend to medical appointments, legal proceedings, and/or any other related activities will be entitled to paid leave of 5 days per year (at the applicable ordinary hourly rate of pay) for permanent employees. Where this is exhausted the employee will be entitled to:
- (i) Up to 5 days of unpaid leave (also applicable to a casual employee);
 - (ii) Use of personal leave for permanent employees; or
 - (iii) Access to general unpaid leave (also applicable to a casual employee).
- (b) These types of domestic violence leave can be accessed by providing suitable evidence, such as a document issued by a doctor, a district nurse, the police service, a court, a lawyer or a statutory declaration.
- (c) Disclosures of Domestic and Family Violence by an employee will be treated confidentially.
- (d) Where an employee supports a person experiencing domestic or family violence, the employee, on meeting the evidence requirements at (b) above, will be able to access carer's leave to accompany them to court, hospital or to mind children.

Part 7 Conditions of Employment

7.1 Termination of Employment

- (a) Every permanent employee will be engaged on a weekly basis terminable by the following table (or if Barbeques Galore wish on the making of the relevant payment in lieu of notice):

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

- (b) Any employee who is guilty of serious misconduct may be instantly dismissed and will only be paid up to the time of dismissal.

- (c) An employee over 45 years of age is entitled to 1 extra weeks notice if the employee has completed at least 2 years of continuous service.
- (d) Payment in lieu of notice will be paid by Barbeques Galore at the pay the employee would have earned if the appropriate notice period or part thereof is not given.
- (e) If an employee fails to give notice Barbeques Galore will have the right to withhold moneys due to the employee. Maximum amount to be held is the amount of pay the employee would have been paid had the employee worked.

7.2 Payment of Wages

- (a) Wages will be paid fortnightly, in arrears, by way of Electronic Funds Transfer. This payment will be based on the employee's rostered hours of work for the 2 week roster plus any extra payments incurred by the employee. The transfer will be made within 4 days of the end of the pay period.
- (b) Termination payments will be made by way of Electronic Funds Transfer within 4 days of the end of the termination pay period.
- (c) The pay week will be Monday to Sunday.

7.3 Redundancy

- (a) Barbeques Galore will adhere to the Termination Change and Redundancy National Employment Standard at the time of redundancy.

7.4 Seasonal Contract

- (a) Barbeques Galore may engage full time employees and part time employees on a seasonal contract.
- (b) Existing employees can only accept a seasonal contract voluntarily.
- (c) Prior to the commencement of a seasonal contract, the employee must be advised of their terms of appointment.
- (d) An employee can, if agreed between the parties, be engaged on consecutive seasonal contracts.
- (e) In cases where an employee is on a seasonal contract replacing someone on parental leave, or any other form of leave with an uncertain return date, this will be set out in the contract. If so, the completion date of the contract may be varied to end on the return of the employee being replaced providing reasonable notice is given.
- (f) It is important for all parties to be aware that a seasonal contract must not run beyond its completion date. If this seems a possibility a further seasonal contract needs to be agreed in writing and countersigned by the employee concerned prior to the completion of the seasonal contract in operation.

7.5 Abandonment of Employment

- (a) Subject to the requirements of section 117 of the Fair Work Act, if an employee does not report to work for 3 consecutive rostered working days, excluding approved Leave absences, Barbeques Galore will be entitled to assume the employee has abandoned their employment. As a result, the employee will be deemed to have resigned their employment without notice effective from their last day of work or their last authorised day of absence, whichever is the latter.
- (b) An employee terminated due to abandonment of employment will be re-employed by Barbeques Galore if they have a genuine reason for not contacting Barbeques Galore to inform the company of their inability to attend work.

7.6 Suspension of Employment

- (a) If on reasonable grounds Barbeques Galore suspects that an employee has been involved in serious misconduct Barbeques Galore may, if an investigation is required, suspend the employee on full pay in order that Barbeques Galore can properly investigate the alleged serious misconduct. No suspension will take place without the approval of the Retail Operations Manager or Human Resources Manager.
- (b) If an employee is suspended the employee is not to attend or contact any Barbeques Galore workplace during the investigation without the consent of the Retail Operations Manager or Human Resources Manager. This consent will not be unreasonably denied in instances where the employee needs to contact other employees to assist in the preparation of their response to the alleged serious misconduct.

Part 8 EA Wage Rates

- (a) The rates of pay that will apply to permanent employees will be as follows:

<u>Enterprise Agreement Permanent Employee Wage Table – From July 2018</u>					
		<u>100%</u> <u>Ordinary Hourly</u> <u>Rate of Pay</u>	<u>125%</u> <u>Saturday</u> <u>Weekday Evening</u>	<u>150%#</u> <u>Sunday</u>	<u>225%</u> <u>Public Holiday</u>
21 yrs and over	100%	21.31	26.64	38.36	47.95
20>6 months	100%	21.31	26.64	38.36	47.95
20<6 months	90%	19.18	23.97	34.52	43.15
19 years	80%	17.05	21.31	30.68	38.35
18 years	70%	14.91	18.64	26.84	33.56
17 years	60%	12.78	15.98	23.01	28.76
16 years	50%	10.65	13.31	19.17	23.96
15 years	45%	9.58	11.98	17.25	21.56

#165% from approval, 150% from July 2020
 Note: where a permanent employee has a contracted set rate or rates above these rates that contracted set rate(s) will apply to the employee as set out in that contractual arrangement,

(b) The rates of pay that will apply to casual employees will be as follows:

<u>Enterprise Agreement Casual Employee Wage Table – From July 2018</u>						
		<u>125%</u> <u>Ordinary hourly rate of</u> <u>pay plus casual loading</u>	<u>150%*</u> <u>Weekday Evening</u>	<u>150%**</u> <u>Saturday</u>	<u>175%</u> <u>Sunday</u>	<u>250%</u> <u>Public Holiday</u>
21 yrs and over	100%	26.64	27.70	29.83	39.42	53.27
20>6 months	100%	26.64	27.70	29.83	39.42	53.27
20<6 months	90%	23.97	24.93	26.85	35.48	47.94
19 years	60%	21.31	22.16	23.86	31.53	42.61
18 years	50%	18.64	19.39	20.88	27.59	37.28
17 years	100%	15.98	16.62	17.89	23.65	31.95
16 years	80%	13.31	13.84	14.91	19.70	26.62
15 years	45%	11.98	12.46	13.42	17.73	23.96
*135% from approval, 140% from 1 March 2020, 145% from 1 October 2020, 150% from 1 March 2021						
**145% from approval, 150% from 1 March 2020						
Note: where a casual employee has a contracted set rate or rates above these rates that contracted set rate(s) will apply to the employee as set out in that contractual arrangement,						

(c) The following allowances:

<u>Enterprise Agreement Allowance Table – From July 2018</u>	
Meal Allowance 1	\$18.29
Meal Allowance 2	\$16.57
Laundry Allowance - FT	\$6.25 (per week)
Laundry Allowance – PT/Casual	\$1.25 (per shift)
Transport Allowance	\$0.78 per kilometre

Part 9 Signature Section

Signed for Barbeques Galore (Aust) Pty Ltd:


..... (Signature)

23/5/2019
..... (Date)

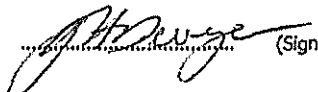
~~Luke Naish~~ Mitchell Kavros
~~CEO~~ Acting CEO

Address:

350 Parramatta Road, Homebush, NSW 2140

A person duly authorised by the employer to sign on the employer's behalf

Signed by SDA:


..... (Signature)

27-05-2019
..... (Date)

Gerard Dwyer

National Secretary

Authority: Bargaining Representative

Address:

Level 6, 53 Queen Street, Melbourne, Victoria 3000

An authorised officer of an association which has been authorised to enter into the agreement