

SDA HARRIS SCARFE AGREEMENT 2023

WAGE INCREASES

IMPROVED PENALTY RATES

BETTER LEAVE ENTITLEMENTS

PROPOSED HARRIS SCARFE RETAIL ENTERPRISE AGREEMENT 2023

Following extensive negotiations between Harris Scarfe and the SDA the proposed Harris Scarfe Retail Enterprise Agreement 2023 is ready for you to consider.

THE PROPOSED AGREEMENT INCLUDES:

Pay Increases

- ✓ Locked in wage increases that match the Fair Work Commission's Annual Wage Review decision for the General Retail Industry Award which takes effect from 1 July each year.
- ✓ Extra wage increases in 2024 and 2025 in addition to the Annual Wage Review Decision.
- ✓ Improved casual penalty and overtime rates.

Improvements to Leave Provisions

- ✓ Penalty Rates to be paid on all personal leave.
- ✓ Ability to provide evidence for the care of a person who is frail, aged or has a long-term disability once for a 12-month period.
- ✓ Expansion of the definition of family and child for the purpose of carer's and compassionate leave.
- ✓ Improved Family and Domestic Violence leave.
- ✓ Secured existing extra leave entitlements such as Blood Donor Leave and Natural Disaster Leave.

Rostering Improvements

- ✓ Fixed contract hours which include set days and times of work.
- ✓ Increase to permanent part-time minimum contract hours.
- ✓ Greater protection for part-time workers when flexing up their core contracts.
- ✓ Ability to increase part-time contract hours.

The new Agreement contains changes to conditions of employment at Harris Scarfe. This Agreement replaces the *Harris Scarfe Enterprise Agreement 2017*.

The SDA and Harris Scarfe believe that a sustainable organisation is one which recognises and values a sustainable workforce.

If approved by team members, the proposed Agreement will be lodged with the Fair Work Commission (FWC) for assessment. The commencement date is dependent on when it is approved by the FWC.

The proposed Agreement will nominally expire on 30 June 2027.

Please read this information carefully and if you have any questions about the proposal please speak to your SDA Delegate, SDA Organiser or call the SDA.



**Voting will occur online
via Election Australia from
8am Wednesday 28 June to
3pm Tuesday 4 July 2023 (AEST)**

WAGES

WAGE INCREASES (CLAUSE 4.1)

Wage increases under the proposed Agreement will apply the percentage increase won in the Annual Wage Review decision in the Fair Work Commission which takes effect from July 1 each year.

On top of the Annual Wage Review increase, Harris Scarfe workers will also receive an extra 0.25% for years one and two of the Agreement.

Further, the starting base rate of the proposed Agreement will incorporate the 2023 Annual Wage Review increase +0.25% on the current base rate which sits above the Retail Award rate of pay.

PROPOSED WAGES (PART 9)

Below are the current rates of pay and the proposed rates of pay which will apply from the commencement of the proposed Agreement. (The current rates do not reflect any Annual Wage Review increase from 1 July 2023.)

Team member	Base Rate		Casual Rate (including loading)	
	Current	New	Current	New
21 years and over	\$23.41	\$24.82	\$29.27	\$31.02
20 years > 6 months service	\$23.41	\$24.82	\$29.27	\$31.02
20 years < 6 months service	\$21.07	\$22.34	\$26.34	\$27.92
19 years old	\$18.73	\$19.85	\$23.41	\$24.82
18 years old	\$16.39	\$17.37	\$20.49	\$21.72
17 years old	\$14.05	\$14.89	\$17.56	\$18.61
16 years old	\$11.71	\$12.41	\$14.63	\$15.51
15 years old and under	\$10.54	\$11.17	\$13.17	\$13.96

ALLOWANCES

The proposed Agreement will expand the allowance clauses to include all the relevant allowances provided for in the Award.

The new clauses also ensure that allowances will increase in line with any changes made as part of the Annual Wage Review (the same process which increases wages also increases allowances).

Please see below for a list of the allowances

- » Overtime Meal Allowance (Clause 4.5)
- » Motor Vehicle Allowance (Clause 4.6)
- » First Aid (Clause 4.7)
- » Uniform Allowance (Clause 4.8)
- » Excess travelling costs (Clause 4.9)
- » Travelling time reimbursement (Clause 4.9)
- » Moving expenses (Clause 4.9)
- » Transport reimbursement (Clause 4.9)

LEAVE

PERSONAL LEAVE (CLAUSE 7.2)

Under the proposed Agreement there is a substantial change to the way personal leave will be paid.

All personal leave will be paid at the applicable rate to which the shift you were on personal leave for would have incurred.

This means that if you missed a shift through illness on a Saturday, Sunday or on a public holiday, you will be paid your actual rate of pay for that shift as if you had worked it. (Clause 7.2 (c))

This is a crucial win for workers as it ensures you will no longer be financially penalised for being ill or needing to provide care for a family member who is unwell.

In another win for workers who provide care for elderly relatives or family members with a long-term illness, you will now only be required to provide evidence of this illness once for a period of 12 months. (Clause 7.2 (n))

This ensures you are not constantly having to obtain medical evidence to access personal leave for your ongoing caring responsibilities.

PARENTAL LEAVE (CLAUSE 7.7)

In the proposed Agreement full-time employees may request to return to work from parental leave on a part-time basis up until the child is of school age.

This will allow workers the flexibility to reduce their hours of work to manage their new caring responsibilities whilst also ensuring that once children reach school age, they can revert to their full-time position.

PUBLIC HOLIDAYS (PART 6)

The proposed Agreement maintains the non-working day benefit for both part-time employees who average 10 starts per fortnight and for full-time workers.

This entitlement means workers who are not rostered to work a public holiday still receive a benefit in the form of a day off in lieu to be taken within 60 days of the public holiday for which it was incurred.

ROSTERING

PERMANENT EMPLOYEES (FULL-TIME & PART-TIME) (CLAUSE 5.2)

The rostering provisions in the proposed Agreement provide more certainty for both full-time and part-time workers.

Rosters will now be fixed so team members will have set days and hours of work allowing for easier planning of life outside of work, and Harris Scarfe will only be able to roster workers for shifts within their stated availability.

A one off roster change can be made by mutual agreement between team members and Harris Scarfe, or with the company providing at least 7 days' notice. (Clause 5.2 (g))

If a team member disagrees with the proposed roster change, then the grievance procedure must be undertaken which locks in the status quo (your original roster) until such time as the grievance procedure can be completed. (Clause 2.2)

PART-TIME (CLAUSE 3.2)

The proposed Agreement secures an increase to the minimum contract hours provided to part-time workers. This increase will see a minimum of 8 hours per week (average of 16 over the fortnightly cycle) with the ability to work less only available if a team member requests so in writing. (Clause 3.2 (c)).

Existing part-time team members will have their contract hours increased to the new minimum of 16 hours per fortnight by no later than 30 June 2024 (noting that workers can maintain their current 12 hours per fortnight if they request so in writing). (Clause 8.15 (c))

Part-time workers will now be able to provide standing consent to flex up their current hours of work.

These extra hours will be paid at the applicable rate for the shift time and will be treated as ordinary hours for all purposes contained in the Agreement (including the accrual of leave). Importantly, you will still retain the right to refuse these extra hours when they are offered if you do not want to work them.

These extra hours, once accepted, will also form part of your roster meaning that if you fall sick on the day of the shift you will be able to access your personal leave.

WORKING HOURS PRINCIPLES

The proposed Agreement sets out your working hours principles as per the below:

Rostering Principle	Team Member Entitlement
<i>Ordinary hours per fortnightly cycle:</i>	For full-time team members, 76 ordinary hours. For part-time team members, the team member's contracted hours and agreed additional ordinary hours (to a total of no more than 76 ordinary hours per fortnightly cycle). For casual team members, up to 76 hours.
<i>Maximum hours per shift:</i>	No more than 9 ordinary hours, with up to 11 ordinary hours on up to 1 day per week.
<i>Minimum consecutive hours per shift:</i>	3 ordinary hours*
<i>Maximum hours per week:</i>	For full-time team members, 48 ordinary hours. For part-time team members, 38 ordinary hours. For casual team members, 48 ordinary hours.
<i>Maximum number of shifts per fortnightly cycle:</i>	10
<i>Maximum shifts in a day:</i>	1
<i>Consecutive days off per week:</i>	2 consecutive days off per week; 3 consecutive days off per fortnight; or Alternative arrangements may apply by written request of the team member.
<i>Maximum Sunday work:</i>	A permanent team member can be rostered to a maximum of 3 in 4 Sundays with the standard rostering provision of a 3 day weekend off that includes a Saturday and a Sunday every 4 weeks (unless there is mutual agreement otherwise between Harris Scarfe and the team member concerned). Alternative arrangements may apply by written request of the team member.
<i>Consecutive working days:</i>	6 (whether ordinary hours or overtime)
<i>Minimum break between shifts:</i>	10 hours
<p>*The minimum engagement period for a casual team member will be 3 hours. If all the following circumstances are met it will be 90 minutes:</p> <ul style="list-style-type: none"> » The team member is a full-time secondary school student; and » The team member is engaged to work between the hours of 3.00 pm and 6.30 pm on a day which they are required to attend school; and » The team member agrees to work, and a parent or guardian of the team member agrees to allow the team member to work, a shorter period than three hours; and » Employment for a longer period than the period of the engagement is not possible either because of the operational requirements of the employer or the unavailability of the team member. 	

CLASSIFICATIONS & HIGHER DUTIES (CLAUSE 4.2)

Under the proposed Agreement the classifications (Responsibilities) clause includes new job roles/duties at Harris Scarfe which are tied to level 1 of the General Retail Industry Award. This is in addition to a higher duties allowance.

The inclusion of 'e-commerce' and 'undertake training' are changes from the current Harris Scarfe Agreement. This expands the duties of level 1 employees at Harris Scarfe to include click and collect tasks (e-commerce) and limits training to receiving or undertaking training and not providing it to other workers.

This is important as it ensures the job role/responsibilities of Harris Scarfe Level 1 workers are of a nature which meets their training, competence and pay level.

Tying the job roles to Level 1 of the Award ensures that Harris Scarfe team members are not being required to perform duties with more responsibility than what they are trained for or being paid for.

HIGHER DUTIES ALLOWANCE (CLAUSE 4.3)

Inclusion of higher duties clause means that when Harris Scarfe team members take on extra responsibilities in the workplace, they are paid appropriately for them.

Specifically, when Harris Scarfe team members are asked to provide supervisory assistance to section managers or team leaders, are asked to open or close a store or are responsible for securing cash, they will be paid at a higher rate for the work.

This will be paid in one of two ways:

1. If the higher duties are performed for less than two hours, a worker will receive a loading of 104% on your ordinary hourly rate of pay (plus penalties and loadings where applicable) for the time spent performing those duties.
2. If the higher duties are performed for more than two hours, the team member will receive a loading of 104% on your ordinary hourly rate of pay (plus penalties and loadings where applicable) for the entirety of that shift.

PENALTY RATES

The proposed Agreement locks in the improved penalty rates for casual employees previously secured by the SDA.

Penalty rates under the proposed Agreement will be as below:

	Permanent	Casual
Mon-Fri after 6pm	125%	150%
Saturday	125%	150%
Sunday	150%	175%
Public Holidays	225%	250%

OVERTIME

The proposed Agreement changes the way overtime is paid.

Under the current Agreement, overtime for all employees is paid at 150% for the first 2 hours and at 200% for every hour after.

The proposed Agreement follows the Award model with overtime being paid at 150% for the first 3 hours and 200% for every hour after for permanent employees and as per the table below for casual employees:

CASUALS

Overtime	Current Rate	New Rate
Mon-Sat First 3 hours	150%	175%
Every hour after first 3 and all time Sunday	200%	225%
Public Holidays	250%	275%

OTHER

TRAINING (CLAUSE 5.5)

All required training under the proposed Agreement must be completed in the workplace and on paid time.

This ensures workers are paid for undertaking any upskilling or refresher courses that are required by Harris Scarfe. This also ensures that workers are not expected or requested to complete work related training on their own time and at their own cost.

Attendance at all other training will be voluntary, including product knowledge functions.

PERSONAL ELECTRONIC DEVICES (CLAUSE 4.11)

Another change under the proposed Agreement is the addition of a clause that restricts Harris Scarfe from requiring workers to use their own personal devices for work related activities outside of checking rosters.

As the workplace becomes more and more digitalised this will be an important right for workers to ensure that they are not expected by the company to use their own electronic devices and data to undertake work at their own personal cost.

WORKPLACE, HEALTH & SAFETY (CLAUSE 8.13)

The proposed Agreement contains a clause to ensure Harris Scarfe are mindful of their responsibilities under legislation to protect their workforce's health and safety, protect against discrimination in the workplace and ensure that there is equal opportunity for all Harris Scarfe employees. (Clause 8.13)

SAFE CARPARKING (CLAUSE 8.14)

This clause in the proposed Agreement looks to ensure that Harris Scarfe Team members have access to safe carparking and there are systems in place allowing for workers to seek an escort to their car when leaving the site after dark.

SDA REPRESENTATION (8.12)

The proposed Agreement includes a clause that establishes stronger rights for the SDA to assist and represent members, and to train and support to our shopfloor representatives.

VOTING

Voting will occur online, conducted by an independent third party.

If there is a majority yes vote, the new Agreement will go to the Fair Work Commission for approval.

**Voting will open
8am Wednesday 28 June
and close 3pm Tuesday
4 July 2023 (AEST).**

No new Agreement will be introduced without a vote of Harris Scarfe workers.

The SDA has fought hard to deliver the best possible outcome for Harris Scarfe workers.

Make sure you have your say!



QUESTIONS

If you have any questions about the proposal, please speak to your SDA Delegate or Organiser, or contact the SDA via www.national.sda.com.au/contact

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