

## Following extensive negotiations between The Reject Shop and the SDA the proposed ***The Reject Shop Agreement 2023*** is ready for you to consider.

The proposed Agreement includes:

### Pay Increases

- ✓ Locked in wage increases which take effect from 1 July each year.
- ✓ A 0.5% wages premium above the General Retail Industry Award (GRIA) rates of pay.
- ✓ Additional One-Off Payments for 2024 and 2025 if target EBIT profits achieved.
- ✓ Improved casual penalty rates for Monday to Friday 6.00pm-11.00pm.

### Improved Leave Provisions

- ✓ Additional Annual Leave: one additional day to accrue from 1 July 2025, and a second additional day from 22 June 2026 with a proportionate increase to casual loading.
- ✓ 10 Days Family and Domestic Violence leave at full pay for all team members (including casuals).
- ✓ Evidence for the care of a person who is frail, aged or has a long-term disability to be provided every 12 weeks (not on each occasion).
- ✓ Team members to be entitled to on 3 occasions per year (currently 1 occasion) a 2 consecutive day absence without the production of a medical certificate or statutory declaration.
- ✓ Compassionate leave extended to team members who experience a miscarriage or stillbirth.
- ✓ Immediate family to include a child placed under a permanent care order or long-term foster care arrangement.
- ✓ 3 days Paid Natural Disaster Leave per year.
- ✓ Accident Make-Up Pay (Victoria) to cover all Victorian team members.
- ✓ Picnic Day retained (NSW).

### Rostering Improvements

- ✓ Fixed contract hours which include set days and times of work.
- ✓ Increase to permanent part-time minimum contract hours from 8 to 10 hours per week.
- ✓ Ability to request an increase to part-time contract hours.

The new Agreement contains changes to conditions of employment at The Reject Shop. This Agreement replaces *The Reject Shop Agreement 2018*.

If approved by team members, the proposed Agreement will be lodged with the Fair Work Commission (FWC). The proposed Agreement will commence from the first full pay period on or after 7 days from the date of approval by the FWC and will nominally expire on 30 June 2026.

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



**Voting will occur online via  
Secret Ballot from 25 October  
2023 at 9.00am AEDT and close  
Wednesday 1 November 2023  
at 9:00pm AEDT**

***Make sure you have your say!***

# WAGES & CLASSIFICATIONS

## Wage Increases (Clause 19)

Wages under the proposed Agreement will be the GRIA rate of pay plus 0.5%, which will be maintained until this Agreement is replaced by a new Agreement or terminated.

Below are the current rates of pay which include the wage increase paid from 1 July 2023.

Future increases are effective from the first full pay period on or after 1 July each year. Every year the GRIA rates are adjusted to reflect the wage increase won by the SDA and Australian Unions in the Fair Work Commission's Annual Wage Review (AWR) Decision.

PERMANENT FULL-TIME & PART-TIME EMPLOYEES							
Classification		Weekly Rate	Mon-Fri Hourly Rate	Mon-Fri after 6pm	Saturday	Sunday	Public Holidays
<b>TEAM MEMBER (100%)</b>							
Under 16 years	45%	\$424.93	\$11.18	\$13.98	\$13.98	\$18.45	\$25.16
At 16 years	50%	\$472.15	\$12.42	\$15.53	\$15.53	\$20.50	\$27.96
At 17 years	60%	\$566.58	\$14.91	\$18.64	\$18.64	\$24.60	\$33.55
At 18 years	70%	\$661.01	\$17.39	\$21.74	\$21.74	\$28.70	\$39.14
At 19 years	80%	\$755.44	\$19.88	\$24.85	\$24.85	\$32.80	\$44.73
Adult 20 years+	100%	\$944.30	\$24.85	\$31.06	\$31.06	\$41.00	\$55.91
<b>TEAM LEADER (105%)</b>							
Under 16 years	45%	\$446.18	\$11.74	\$14.68	\$14.68	\$19.37	\$26.42
At 16 years	50%	\$495.76	\$13.05	\$16.31	\$16.31	\$21.53	\$29.35
At 17 years	60%	\$594.91	\$15.66	\$19.57	\$19.57	\$25.83	\$35.23
At 18 years	70%	\$694.06	\$18.26	\$22.83	\$22.83	\$30.14	\$41.10
At 19 years	80%	\$793.22	\$20.87	\$26.09	\$26.09	\$34.44	\$46.97
Adult 20 years+	100%	\$991.52	\$26.09	\$32.62	\$32.62	\$43.05	\$58.71

CASUAL EMPLOYEES							
Classification		Weekly Rate	Mon-Fri Hourly Rate	Mon-Fri after 6pm	Saturday	Sunday	Public Holidays
<b>TEAM MEMBER (100%)</b>							
Under 16 years	45%		\$13.98	\$16.77	\$16.77	\$19.57	\$27.96
At 16 years	50%		\$15.53	\$18.64	\$18.64	\$21.74	\$31.06
At 17 years	60%		\$18.64	\$22.36	\$22.36	\$26.09	\$37.27
At 18 years	70%		\$21.74	\$26.09	\$26.09	\$30.44	\$43.49
At 19 years	80%		\$24.85	\$29.82	\$29.82	\$34.79	\$49.70
Adult 20 years+	100%		\$31.06	\$37.27	\$37.27	\$43.49	\$62.12
<b>TEAM LEADER (105%)</b>							
Under 16 years	45%		\$14.68	\$17.61	\$17.61	\$20.55	\$29.35
At 16 years	50%		\$16.31	\$19.57	\$19.57	\$22.83	\$32.62
At 17 years	60%		\$19.57	\$23.48	\$23.48	\$27.40	\$39.14
At 18 years	70%		\$22.83	\$27.40	\$27.40	\$31.96	\$45.66
At 19 years	80%		\$26.09	\$31.31	\$31.31	\$36.53	\$52.19
Adult 20 years+	100%		\$32.62	\$39.14	\$39.14	\$45.66	\$65.23

# WAGES & CLASSIFICATIONS

## One-Off Payment (Clause 20)

The Reject Shop and the SDA have agreed to a profit share scheme where the Company will make two 'one-off payments' based on a formula and subject to reaching an EBIT threshold.

For example, if the Company achieves between \$20m and \$25m for its Earnings Before Interest and Tax (EBIT), it will pay a further 0.25% above GRIA for all hours worked by the eligible team member for the relevant financial year. This is the difference between what a team member will get paid (GRIA + 0.5%) and the threshold amount (GRIA + 0.75%). The EBIT threshold is scaled according to four levels (see Table below).

Payments	Pre AASB16 EBIT Thresholds
No additional payment	< \$20m
GRIA + 0.75%	\$20m but < \$25M
GRIA + 1.00%	\$25m but < \$30M
GRIA + 1.25%	\$30m but < \$35M
GRIA + 1.50%	\$35m or more

These two one-off payments apply to the 2024 and 2025 financial years and will only be paid where the EBIT thresholds have been met (see Table above). The first payment will be made by the first full pay period in October 2024 and the second payment by the first full pay period in October 2025.

## Junior Rates

Should there be any improvements to junior rates in the GRIA these will be incorporated into the Agreement.

## Casual Loading

The casual loading will increase as follows:

- » 1 July 2025 – 25% to 25.5%
- » 22 June 2026 – 25.5% to 26%

This compensates casual team members for the additional two days annual leave accrual for permanent team members which is to be phased in during the life of the Agreement.

## Classifications (Clause 21)

Under the proposed Agreement the classifications clause has been amended to remove any references to Level 2 and 3, and Team Member in Training.

The Team Member Level 1 (team member in training) classification was removed from the current Agreement. Consequently, moving forward under the proposed Agreement a current Team Member Level 2 will now be referred to as a Team Member. A current Team Member Level 3 will be now referred to as Team Leader.

The relativity of the classification structure from the current Agreement has been maintained however the titles have been amended.

## Higher Duties Allowance (Clause 22)

The Undertaking in the current Agreement has been incorporated into clause 22. The minimum agreed period of engagement for the purposes of a team member acting as an Assistant Store Manager or Store Manager will be one day.

## Pre-Team & Post-Team

The proposed Agreement no longer refers to Pre-Team (team members employed prior to the current Agreement) or Post-Team members (team members employed after the commencement of the current Agreement).

At the commencement of the current Agreement, Pre-Team maintained higher preserved rates of pay. The preserved rates have been absorbed during the life of the current Agreement meaning all team members are now paid the same rates of pay subject to their classification.

# WAGES & CLASSIFICATIONS

## Penalty Rates (Clause 23)

Penalty rates in the Agreement are paid in addition to the ordinary hourly rate of pay for permanent team members.

The current penalty rate for working ordinary hours on a Sunday is an additional 65%. Consistent with the current Agreement the Sunday penalty rate will continue to transition to align with GRIA. From 1 July 2024, the penalty rate will move to an additional 55%, and from 1 July 2025, the rate will align with GRIA as an additional 50%.

Casual penalty rates for work performed Monday to Friday (6.00pm-11.00pm) will increase from 48% to 50%.

Penalty rates under the proposed Agreement in comparison to the current Agreement are set out below:

Penalty Rates	Current Penalty Rates		Proposed Agreement	
	Permanent	Casual	Permanent	Casual
Monday to Friday after 6pm	25%	48%	25%	<b>50%</b> (from commencement to 30 June 2025) <b>50.5%</b> (1 July 2025 to 21 June 2026) <b>51%</b> (from 22 June 2026)
Saturday	25%	50%	25%	<b>50%</b> (from commencement to 30 June 2025) <b>50.5%</b> (1 July 2025 to 21 June 2026) <b>51%</b> (from 22 June 2026)
Sunday	65%	75%	<b>65%</b> (from 1 July 2023) <b>55%</b> (from 1 July 2024) <b>50%</b> (from 1 July 2025)	<b>75%</b> (from commencement to 30 June 2025) <b>75.5%</b> (1 July 2025 to 21 June 2026) <b>76%</b> (from 22 June 2026)
Public Holidays	125%	150%	125%	<b>150%</b> (from commencement to 30 June 2025) <b>150.5%</b> (1 July 2025 to 21 June 2026) <b>151%</b> (from 22 June 2026)

# LEAVE

## Annual Leave (Clause 30)

Under the proposed Agreement permanent team members will accrue an additional day of annual leave from 1 July 2025, and a second additional day of annual leave from 22 June 2026.

Where a part-time Team Member takes annual leave, the annual leave taken will be based on their average ordinary hours (including ordinary hours worked above their contracted hours) over the 12 months prior to the date annual leave is taken. Where a Team Member has not worked 12 months it shall be based upon the period of time worked.

## Personal/Carer's/Compassionate Leave

(Clauses 31 and 33)

Under the proposed Agreement personal/carer's leave accrues progressively meaning permanent team members will no longer receive their annual personal/carer's leave accrual on the first and subsequent anniversary of their employment. (Clause 31.3). The amount of personal/carer's leave remains unchanged (10 days).

Under the proposed Agreement, team members who provide care for elderly relatives or family members with a long-term illness, will now only be required to provide evidence of this illness once every 12 weeks (Clause 31.6). This ensures team members will not be required to obtain medical evidence on each occasion to access personal leave for ongoing caring responsibilities.

The definition of family and child has been expanded for the purposes of carer's and compassionate leave. Compassionate leave will be extended to team members who experience a miscarriage or stillbirth (in addition to unpaid and paid parental leave in the case of stillbirth) (Clause 33.2).

Team members may only be required to provide evidence where personal/carer's leave is used for 2 consecutive days on more than 3 occasions (currently 1 occasion) per calendar year (Clause 31.6).

## Family & Domestic Violence Leave (FDVL) (Appendix 4)

The current Agreement provides for 5 days unpaid leave for team members.

The new FDVL clause provides 10 days paid leave (inclusive of penalties) for all team members, including casuals. Casuals will be paid based on either their accepted rostered shifts (inclusive of penalties) or paid for 5 hours at ordinary rates (exclusive of penalties) for non-rostered shifts (Appendix 4, Clause 4.8).

## Natural Disaster Leave (NDL)

(Appendix 5, Clause 5.2)

The current Agreement provides for unpaid time away from work for team members to attend to their property or for caring responsibilities in the case of a natural disaster.

The new NDL provision provides for permanent team members to access up to 3 days paid leave per year, but it does not accrue each year.

Casuals are entitled to use unpaid leave.

## Parental & Pre-Natal Leave

(Clause 34 and Appendix 3)

In the proposed Agreement permanent team members may request to return to work from parental leave on a part-time basis or on fewer hours up to when the child is of school age (Appendix 3, Clause 3.49).

This will allow team members 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 or contracted part-time hours prior to commencing parental leave.

The new parental leave provision also includes leave for a child under a permanent care order or long-term foster care arrangements (Appendix 3, Clause 3.23). The current Agreement provision only provides leave for adoption.

Parental leave also includes a new provision for unpaid leave for stillbirth, premature birth or infant death up to 12 months (Appendix 3, Clause 3.32).

# ROSTERING

## Permanent Team Members (Full-time and Part-time) (Clause 14)

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

Rosters are to include break times and to be provided 2 weeks in advance (Clause 14.3).

The Reject Shop will notify and consult with team members about any proposed change to their regular roster or ordinary hours of work (Clause 15.4).

If a team member disagrees with the proposed roster change, then the grievance procedure may be activated which secures the status quo (the original roster) until such time as the grievance procedure can be completed (Clause 10.9).

The proposed Agreement sets out the rostering principles as per the table below:

Rostering Principle	Team Member Entitlement
<b>Maximum ordinary hours per 4-week cycle</b>	Full-time: 152 ordinary hours Part-time: less than 152 ordinary hours Casual: 152 ordinary hours
<b>Maximum hours per day/shift</b>	Full-time, part-time and casual team members, no more than 9 ordinary hours, except once per week can be rostered to work up to 11 ordinary hours.
<b>Minimum consecutive hours per day/shift</b>	Full-time: 4 hours Part-time: 3 hours Casual: 3 hours
<b>Maximum hours per week</b>	Full-time: 46 ordinary hours Part-time: less than 38 ordinary hours Casual: 38 ordinary hours
<b>Maximum number of consecutive days worked</b>	Full-time: 5 days per week, or 6 days in one week and 4 days in the next week Part-time: 5 days per week, or 6 days in one week and 4 days in the next week Casual: 6 days
<b>Maximum days in a 4-week cycle</b>	Full-time: 20 days Part-time: 20 days Casuals: 24 days
<b>Consecutive days off</b>	Full-time: 2 days off per week, or 3 days per fortnight Part-time: 2 days off per week, or 3 days per fortnight
<b>Maximum Sunday work – weekends off for those regularly working Sundays</b>	For permanent team members, 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 a condition of employment that the team member make such a request. A team member can terminate the agreement by giving 4 weeks' notice.
<b>Minimum break between shifts</b>	Full-time, part-time and casual: 10 hours

# ROSTERING

## Part-time

The proposed Agreement secures an increase to the minimum contract hours provided to part-time team members from 8 to 10 hours per week.

Existing part-time team members who currently work 8 hours per week may continue to do so.

Appendix 1 provides for part-time team members to request to permanently increase their contract hours or convert to full-time based on average additional hours worked in the previous 52 weeks. The Reject Shop may refuse the request only on reasonable business grounds.

## Casual

Clause 14.13 of the proposed Agreement provides that The Reject Shop may offer casual team members additional shifts at stores other than their base store. Casual team members may nominate to work at stores other than their base store.

Prior to offering casual Team Members additional shift(s) at stores other than their base store, The Reject Shop will offer part-time Team Members the available shifts at their base store first, followed by casuals who work at the same base store, where reasonably practicable. After which the shift(s) will be offered to casuals at other stores.

Where a casual team member has nominated to work at a store(s) (other than their base store), the travel costs and reimbursements will not be paid.

## Meal & Rest Breaks (Clause 26)

Team members rostered for a 30 minute meal break may now request a longer unpaid meal break of either 45 or 60 minutes (Clause 26.5). Requests will not be unreasonably refused.

## Allowances (Clause 27)

Clause 27.1 provides that no allowance will fall below the equivalent allowance in the GRIA.

The proposed Agreement contains the following changes to allowances:

### » Additional Shifts for Casual Team Members (Clause 27.2(f))

Additional shifts for casual team members working in stores other than their base store, as per clause 14.13, all travel costs and reimbursements will not be paid.

### » Special Clothing/Laundry Allowance (Clause 27.5)

This clause has been amended to clarify that it is The Reject Shop's policy that team members are not required and/ or expected to wear special clothing, including a uniform.

### » Recall Allowance (Clause 27.7)

This is a new provision. Any team member who is recalled to work will be paid the greater of the time between leaving home and returning to home OR 3 hours.

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# OTHER

## Flexible Working Arrangements

(Appendix 6)

Appendix 6 incorporates legislative changes by strengthening the rights of team members to request flexible working arrangements, including the Company obligation to respond to the request appropriately (by discussing the request and genuinely trying to reach an agreement, and providing valid reasons for any refusal).

It also provides team members with the opportunity to appeal the Company's decision or failure to respond to a request by utilising the grievance procedure (Clause 10), which includes conciliation and arbitration at the Fair Work Commission.

## Technology & Data, Shorter Shifts for Learning & Team Meetings

(Clause 16)

All required training and team meetings under the proposed Agreement must be completed in the workplace and on paid time. Any computer or electronic devices will be made available for team members to use to complete training.

## SDA Representation (Clause 41)

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

## OTHER

### Workplace, Health & Safety (Clause 40)

The proposed Agreement contains a new clause to ensure The Reject Shop are mindful of their responsibilities under legislation to protect their team members' health and safety, protect against discrimination in the workplace and ensure that there is equal opportunity for all team members. This clause refers to The Reject Shop's proactive management and monitoring of workload, mental health and well-being, prevention of violence and sexual harassment and safe access to car parking.

#### » Shift ending after dark and escorts to cars

As a means of promoting safety for team members, this clause encourages team members to leave the store in the company of other team members. It also states that a team member may request an escort to their car after finishing work (after dark) and that such a request will not be unreasonably refused by The Reject Shop.

#### » Safe Carparking

The Reject Shop supports the principle of team members being entitled to free and safe car parking for the purpose of attending work. The Company has agreed to work with the SDA to raise the issue of free and safe car parking with shopping centre management or local governments to help team members feel safer while attending work as well as to minimise the costs of parking associated with attending work.

### Casual Conversion (Appendix 2)

The Reject Shop will make an offer to a casual Team Member to convert to permanent employment if they have been employed for a period of 12 months beginning the day their employment started and have, during the preceding 6 months of that period, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, they could continue to work as a permanent Team Member.

Existing casual Team Members may also request conversion to permanent employment based on the same criteria.

Any offer of casual conversion will be in writing and team members have the right to accept, refuse or negotiate alternative arrangements. An offer of conversion is not required to be made if there are reasonable grounds not to do so.

### Savings Provisions (Appendix 9)

The current Agreement at Appendix 3 contains a number of savings provisions that only apply to team members who commenced with The Reject Shop before 15 June 2005.

The proposed Agreement replaces the current Appendix 3 "Savings Provisions" with a simple clause that identifies that any team members eligible to receive savings provisions under the current Agreement continue to do so under the proposed Agreement.

**SDA NEGOTIATED AGREEMENTS  
PRODUCE BETTER WAGE OUTCOMES  
& IMPROVEMENTS IN CONDITIONS.  
SDA MEMBERSHIP GETS RESULTS.**

**IF YOU'RE NOT  
AN SDA MEMBER  
MAKE SURE YOU  
JOIN TODAY**



## 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](http://www.national.sda.com.au/contact)