

PROPOSED NEW SUPER RETAIL GROUP RETAIL & CUSTOMER CARE CENTRE ENTERPRISE AGREEMENT 2024

Following extensive negotiations between the SDA and Super Retail Group (SRG) the proposed *Super Retail Group Retail & Customer Care Centre Enterprise Agreement 2024* is ready for you to consider.

The proposal contains:

- ✓ Better wages
- ✓ Improved penalty rates
- ✓ Improved classification structure
- ✓ Incorporates recent legislative improvements such as 10 days paid Family and Domestic Violence Leave

ONE-OFF PAYMENT OF 2.75% (NOT A TERM OF THE PROPOSED AGREEMENT)

In addition, Super Retail Group (SRG) has agreed to provide a one-off payment to eligible team members.

Eligible team members are entitled to a 2.75% payment based on eligible earnings over the 52 week roster period immediately prior to the commencement of the vote. If a team member has less than 52 weeks of service, then the one-off payment will be calculated over the period of the team member's employment.

The 2.75% one-off payment will be calculated based on a team member's total gross earnings over the period excluding bonuses, commissions and government paid parental leave.

To be eligible for the one-off payment team members must be eligible to vote; be employed on or before the last day of the access period (12 March 2024) and still employed at the time of payment (likely to be May/June 2024). Casual employees must have worked at least one shift in the four weeks before 12 March 2024 to be eligible.

The one-off payment is conditional on a successful vote and approval by the Fair Work Commission.

**Voting will
occur online
via Corp Vote from
9am Tuesday
12 March and closes
9pm Monday
18 March 2024**

Make sure you have your say!

This document contains a summary of the differences between the proposed Agreement and the current *Super Retail Group Enterprise Agreement 2018*.

If approved by team members, the proposed Agreement will commence on the later of 14 July 2024 or the first Sunday that is at least 7 days after approval by the Fair Work Commission (FWC). The nominal expiry date of the proposed Agreement is 30 June 2027.

Copies of the proposed Agreement are available online at www.netvote.com.au/582 or the SRG intranet: <http://basil.sul.local/EA/EA2024.aspx>.

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.

OVERVIEW OF THE PROPOSED AGREEMENT

The following are some key improved conditions that are proposed:

- » Inclusion of the Customer Care Centre (CCC)
- » Macpac (Small Format) stores included in the proposed Agreement
- » Wage and classifications
- » Penalty Rates

WAGE INCREASES - RETAIL

The wage increases for retail are as follows:

	7 July 2024	6 July 2025	5 July 2026
Retail	5.25%	3.25%	3.25%
Macpac*	6.95%	3.25%	3.25%

*Macpac (Small Format) stores are currently covered by the General Retail Industry Award (GRIA) – the 6.95% increase is to bring their rates into line with all other SRG businesses.

Please see the Proposed Agreement - Appendix A, for the full breakdown of all wage increases and changes to penalty rates over the life of the agreement.

PENALTY RATE CHANGES - RETAIL

The changes to penalty rates are as follows:

Penalty Rates - Permanent Team Members					
	Current*	7 July 2024	6 July 2025	5 July 2026	Retail Award (GRIA)
Saturday & late night	116.5%	120%	121%	122%	125%
Sunday	139.8%	145%	146%	147%	150%
Public holiday	209.6%	220%	221%	222%	225%
Overtime < 3hrs	139.8%	145%	146%	147%	150%
Overtime > 3 hrs	186.3%	195%	196%	197%	200%
Overtime public holiday	291.3%	245%	246%	247%	250%

*Macpac (Small Format) stores currently apply the GRIA penalty rates.

NOTE: An additional 25% loading applies to the penalty rates above for casual team members.

WAGE INCREASES - CUSTOMER CARE CENTRE (CCC)

The wage increases for the CCC are as follows:

	7 July 2024	6 July 2025	5 July 2026
Level 1	6.95%	3.25%	3.25%
Level 2	6.95%	3.25%	3.25%
Level 3	6.45%	3.25%	3.25%
Level 4	5.42%	3.25%	3.25%



PENALTY RATE CHANGES - CUSTOMER CARE CENTRE (CCC)

The changes to penalty rates are as follows:

Penalty Rates - Permanent Team Members			
	Current*	From 7 July 2024	Clerks Award
Saturday & late night	120%	125%	125%
Sunday	191%	200%	200%
Public holiday	239%	250%	250%
Overtime < 3hrs	144%	150%	150%
Overtime > 3 hrs	191%	200%	200%
Overtime public holiday	287%	250%	250%

NOTE: An additional 25% loading applies to the penalty rates above for casual team members.

Please see the Proposed Agreement - Appendix A, for the full breakdown of all wage increases and changes to penalty rates over the life of the agreement.

PAY PROTECTIONS FOR TEAM MEMBERS

At no time during the life of the proposed Agreement will the wage rates fall below the wage rates in the Retail Award for retail or the Clerks – Private Sector Award for CCC team members. Additionally, SRG and the SDA have agreed that at no time during the life of the proposed Agreement will the penalty rates (in dollar terms) fall below the penalty rates in the GRIA. For clarity, a team member covered by the proposed Agreement cannot be paid an hourly rate that is less than what they would be paid under the GRIA.

Furthermore, SRG can agree, at its discretion, to pay over agreement rates and other more beneficial entitlements in the proposed Agreement.

HIGHER DUTIES - NEW PROVISION

The proposed Agreement contains a higher duties provision. Higher duties will apply when a team member is required to temporarily act in a position that is a higher classification.

CLASSIFICATIONS - CHANGES

CUSTOMER CARE CENTRE

The proposed Agreement introduces a new Level 3 Specialist role. These are Admin Level 3A - Realtime Support Specialists and Admin Level 3B - Contact Specialists.

RETAIL

The classification structure has been updated to reflect current roles and duties being performed in SRG stores and remove classifications, such as bike mechanics, that are now obsolete.

The proposed Agreement includes changes to retail classifications as follows:

- » Inclusion of Retail Level 2 (forklift operator, health and safety champion); and
- » Inclusion of Retail Level 3 (supervisor, shift supervisor).

Further details of the changes can be found in the proposed Agreement.

Macpac (Small Format) retail team members are not covered by the current Agreement, instead they are covered by the Retail Award. The proposed Agreement, once approved by the Fair Work Commission, will cover team members in Macpac (Small Format) stores. Macpac (Small Format) team members will receive a higher initial wage increase of 6.95% on 7 July 2024 to bring their wages in line with the other SRG businesses. However, they will receive the lower penalty rate percentages of the proposed Agreement instead of the GRIA which will increase over the life of the Agreement – see the penalty rates table for retail team members.

The classification of "Support Office Waged Admin" has been removed from the classification structure of the proposed Agreement. People in this role will be covered by the Clerks - Private Sector Award 2020.

COVERAGE FOR RELATED BUSINESSES

The proposed Agreement's coverage clause will permit the Agreement to apply to any future associated employing entities created by SRG to take over the employer responsibilities of the listed SRG businesses in the Agreement.

SUPERANNUATION INCREASES

The Superannuation clause has been updated to reflect the current legislation. Employer contributions are currently 11% and will increase to 11.5% in July this year. Team members may nominate their superannuation fund, however, if they do not nominate a fund, SRG will contribute to the team member's "stapled" fund (identified by the ATO). If a team member does not have a stapled fund and does not nominate a fund, SRG will contribute to the REST fund. The proposed Agreement clarifies that superannuation is paid on hours that are worked at both base rates and penalty rates as the case may be.

PAYMENT OF WAGES

PAID WITHIN 3 WEEKDAYS OR NO MORE THAN 7 IN AN EXTRAORDINARY EVENT SUCH AS A SYSTEM UPDATE

Under the current Agreement, wages will be paid within 3 days of the end of each pay period unless there is a public holiday the day before the normal pay day, then wages can be paid within 4 days from the end of the pay period.

The proposed Agreement provides that wages will be paid within 3 weekdays of the end of the pay period. This means that payment of wages will be made no later than Wednesday (currently a Tuesday, unless there's a public holiday).

However, where there is an event outside SRG's control or a payroll systems update then the pay day will not exceed 7 days from the end of the pay period. Where the payment day is extended, SRG will give as much notice as possible and offer loans to assist with any hardship.

OVERPAYMENTS/ UNDERPAYMENTS - OFFSETTING

Where it is identified that SRG has not paid a team member correctly, to the extent permissible by law, SRG will be able to offset underpayments and over payments made in the past against other different types of payments made by SRG to the team member. Bonuses and commission payments cannot be used to offset any underpayments or overpayments.

ROSTERING CHANGES

The proposed Agreement clarifies that a casual team member can work up to 152 ordinary hours over a 4-week roster period. While this is the existing practice, the current Agreement was silent on maximum ordinary hours that may be worked by a casual team member over a 4-week roster period.

CONSECUTIVE DAYS OFF & REGULAR SUNDAY WORK

- » The current Agreement provides protections for certain rostering arrangements. A team member will be rostered to have 2 consecutive days off in a 2 week period (unless mutual agreement otherwise). NOTE: A team member has the right to elect to have 2 consecutive days off per week or 3 consecutive days off per fortnight.
- » Once every 4 weeks these 2 consecutive days off will include a Saturday and Sunday (unless mutual agreement otherwise).
- » A team member who regularly works a Sunday will be rostered so they have 3 consecutive days off each 4 weeks and these days of will include a Saturday and Sunday (unless mutual agreement otherwise).

Under the proposed Agreement there is no automatic entitlement to consecutive days off and the regular Sunday worker entitlement to have 3 consecutive days off. Instead, team members may elect or "opt-in" to the consecutive days off and regular Sunday work rostering entitlement (i.e. 3 consecutive days off each 4 weeks). Opting in to these rostering entitlements does not require SRG's approval. A team member can opt-in at any time. The election will take effect from the next 4 week roster cycle.

NOTE: The SDA does not support this change to the current entitlement for team members to receive consecutive days off including for team members who regularly work Sundays, by having to "opt-in" to these rostering entitlements. The SDA will raise this with the FWC at the time of the approval of the proposed Agreement and press that these provisions remain unchanged from the current Agreement and consistent with the Retail Award.

SHORTER SHIFTS FOR SCHOOL STUDENTS

Currently, casual and part-time team members cannot be rostered for less than a 3 hour shift.

Under the proposed Agreement, full-time school students may be rostered for a 1.5 hour shift on a school day. This shift can only be worked between 3.00pm and 6.30pm and only where the store's operational requirements make a 3 hour shift unachievable.

TRAINING

The proposed Agreement permits SRG to direct a team member to attend in-person compulsory training at work or at training locations and be paid for a minimum of 1.5 hours. SRG will try to roster training immediately before or immediately after the end of a shift. A training session is not considered as a separate start or as an additional shift under the rostering rules.

A team member may agree to complete compulsory training at home on their own device. Such training will be paid at the base rate of pay (unless SRG agrees otherwise) and payment will be based on the time allocated to that particular training module as determined by SRG. SRG will continue to provide one week's notice for any training.

OVERTIME

The application of the overtime provisions will not change under the proposed Agreement. SRG has included further examples and explanations of how this provision applies.

The overtime rates increase over the life of the Agreement except for overtime rates for work on a public holiday decrease (see the penalty rates table for details).

CASUAL ROSTERS - NOTICE & PAYMENT INCREASED FROM 1 TO 2 HOURS

Under the current Agreement, a casual team member may have their hours varied or shift cancelled with one hour's notice.

Under the proposed Agreement, the one hour notice period has been increased to two hours. This means if a team member has not been provided with two hours' notice of a cancelled shift, they will be paid for two hours.

ALLOWANCES INCREASED

MEAL

The first meal allowance, payable when a team member works more than 1 hour immediately prior to or after finishing their rostered hours of work, will increase from \$18.29 to \$21.57. The second meal allowance, payable when a team member works more than 4 hours immediately prior to or after finishing their rostered hours of work will increase from \$16.57 to \$19.56. At no time will the meal allowance in the proposed Agreement be less than the meal allowance in the GRIA.

VEHICLE

The vehicle allowance has increased from \$0.78 per km to \$0.95 per km. At no time will the vehicle allowance in the proposed Agreement be less than the vehicle allowance in the GRIA.

REST BREAKS – 15 MINUTES EXCLUDING WALKING

In the current Agreement, paid rest breaks of 15 minutes includes "walking time". In the proposed Agreement reference to walking time has been removed. This means a team member is now entitled to a 15 minute paid rest break excluding walking time.

PARENTAL LEAVE – ELIGIBILITY REQUIREMENT MET ON COMMENCEMENT

The proposed Agreement allows team members to access parental leave entitlements upon engagement by SRG. This means the current eligibility requirements that a team member must have at least 12 months of service will no longer apply.

MULTI SITE WORK

NEW MOBILITY WORK PROVISION TO WORK AT DIFFERENT SRG SITES

Team members may take up a mixture of duties and functions as part of their position on a temporary or ongoing basis. This may result in a team member working under multiple classifications.

Team members may request or agree to work a continuous shift at multiple work locations which includes different SRG stores. Where a team member performs work at a different location and in a different position that attracts a higher rate, then the higher rate will apply.

This provision is not a split shift provision.

ANNUAL LEAVE – PEAK NEEDS & EXCESSIVE ACCRUALS

Under the current Agreement, SRG will generally not grant annual leave during "Peak Needs" periods i.e. Christmas, stocktake, Easter and refurbishments. However, team members can request leave at these times.

Under the proposed Agreement, team members may specifically request annual leave for personally significant or cultural reasons during "Peak Needs" periods and such requests will not be unreasonably refused.

Under the current Agreement, SRG can direct a team member, who has excessive annual leave (at least 8 weeks) to take leave. There are requirements that must be met including that the leave taken must not be less than a week and that a balance of at least 6 weeks annual leave must remain.

Under the proposed Agreement in addition to the above, a team member with excessive annual leave may take leave by providing SRG with 8 weeks' notice. The leave must not be less than a week and an annual leave balance of no less than 6 weeks must remain. No more than 4 weeks may be taken in a 12 month period.

ANNUAL LEAVE LOADING IMPROVED

The current Agreement provides annual leave loading being the greater of 17.5% or the relevant weekend penalty rate.

Under the proposed Agreement the annual leave loading is to be the greater of 17.5% or the relevant weekend and late night penalty rate.

REGULAR CASUALS & CASUAL CONVERSION

The proposed Agreement defines a regular casual as a team member who has been employed by SRG for a period of 12 months and has during at least the last 6 months worked a regular pattern of hours on an ongoing basis which, without significant adjustment, that team member could continue as a full or part-time team member.

After 12 months of employment SRG must offer a regular casual team member permanent employment. This offer must be made within 21 days of the end of the 12 month period, unless there are reasonable grounds not to make the offer.

In addition, a regular casual team member may request conversion to permanent employment. SRG must respond to this request within 21 days and only refuse the request on reasonable business grounds and after consulting with the team member.

The casual conversion provisions are in line with the National Employment Standards.

PERSONAL/CARERS LEAVE & COMPASSIONATE LEAVE IMPROVEMENTS

There are team members who are primary carers and have ongoing and enduring caring responsibilities for a person who is frail, aged or has a long term disability or illness. In these circumstances it can be inconvenient and costly to provide evidence on each occasion the team member is required to provide care. The proposed Agreement allows team members to provide evidence at least every 12 weeks (or as otherwise agreed between the team member and manager) rather than on each occasion.

The definition of child now includes a child under a Permanent Care Order. The definition of spouse will include "de facto" partner.

Compassionate Leave has been updated so that upon the death of a child due to miscarriage or still birth, the team member will be entitled to 5 days of compassionate leave.

JURY SERVICE

METHOD OF PAYMENT CLARIFIED

The proposed Agreement clarifies that jury service is subject to state and territory legislation.

Furthermore, team members are encouraged to update their availability in Dimensions before a period of jury service. The current practice is continued, whereby team members are paid their ordinary time earnings and then re-imbursed SRG the amount received for jury service.

BLOOD DONOR LEAVE

GUIDANCE REGARDING PHYSICAL ACTIVITY

The Blood Donor Leave clause has been amended in the proposed Agreement to remind team members to consider Red Cross guidance regarding physical activity before and after donating blood.

FAMILY & DOMESTIC VIOLENCE LEAVE (FDVL)

IMPROVED TO 10 PAID DAYS

In line with the amended National Employment Standards, the proposed Agreement provides 10 days of paid FDVL every 12 months. This entitlement is available to team members up-front and does not accrue from year to year.

The proposed Agreement continues to allow team members to use their accrued personal leave in addition to any FDVL entitlement.

The proposed Agreement contains a comprehensive provision that explains and gives examples how and in what instances FDVL can be taken. It also provides examples of the support that SRG can make available to team members.

The proposed Agreement refers to SRG's "Support for Victims of Family and Domestic Violence Policy".

PUBLIC HOLIDAY CHANGES

REMOVAL OF NON-WORKING DAY BENEFIT

Under the current Agreement, some part-time and full-time team members receive a benefit, such as an additional days' pay or a day off, if their non-working day falls on a public holiday. This provision has not been included in the proposed Agreement.

REDUCTION OF PENALTY RATES FOR OVERTIME ON A PUBLIC HOLIDAY

The overtime rate on a public holiday in the current Agreement is .291.3% - retail and 287% - CCC. Under the proposed Agreement the overtime rate for work on a public holiday is 250% for the CCC and retail will be 245%, 246% and 247% over the 3 years of the proposed Agreement.

WORK ON A PUBLIC HOLIDAY

The proposed Agreement permits SRG to call for volunteers to work on a public holiday to meet operational requirements. Where there are insufficient volunteers, SRG may request team members to work on a public holiday. This request will be based on factors such as the number of holidays that team members have had recently. However, team members should note that work on a public holiday is voluntary and may be reasonably refused.

CHRISTMAS DAY WHERE SUBSTITUTED TO ANOTHER DAY - INCREASE TO PENALTY RATE

Under the current Agreement, where Christmas Day is substituted to another day, work on 25 December is paid at the overtime rates. In these circumstances, Christmas Day would not be observed as a public holiday.

Under the proposed Agreement work on 25 December will be paid at public holiday rates. This is an improvement as the public holiday penalty rate is higher than the overtime rate (see the penalty rates table).

ABANDONMENT OF EMPLOYMENT

EMPLOYMENT TERMINATED BY SRG, WITH NOTICE

Under the current Agreement where SRG has made reasonable endeavours to contact a team member, who is absent from work, and there has been no genuine reason for the team member to not notify SRG of their absence then the company may treat the employment as having been terminated at the team member's initiative.

Under the proposed Agreement, in these circumstances, SRG will be entitled to terminate the team member's employment with notice. A team member who fails to attend work during the notice period will not be entitled to payment for time not worked.

CLOTHING

ALLOWANCE ONLY PAID WHERE SRG REQUIRES TEAM MEMBERS TO WEAR CLOTHING

The proposed Agreement clarifies the current practice that any items of clothing provided by SRG that are not required to be worn do not attract the clothing allowance. Only clothing that is mandated or required to be worn attracts the clothing allowance.

THE SUPPORTED WAGE

INCREASED IN LINE WITH RETAIL AWARD

Team members employed under a Supported Wage will be paid a minimum weekly amount of no less than \$102. Under the proposed Agreement, the minimum weekly amount will be increased in line with the Retail Award.

FORKLIFT

NEW FORKLIFT ALLOWANCE

The proposed Agreement includes a new forklift provision. If a team member is required to obtain a forklift licence, they will be reimbursed for the cost of obtaining the licence.

FIRST AID

NEW FIRST AID ALLOWANCE

The proposed Agreement contains an amended first aid clause.

Where a team member is appropriately qualified and required by SRG to act as a first aid attendant they will be paid an allowance of \$12.94 per week. Over the life of the Agreement this allowance will be no less than the equivalent allowance in the Retail Award.

SRG will continue to reimburse a team member the cost associated with obtaining a first aid qualification.

EXCESS TIME FOR TRAVEL

PAYMENT ON SUNDAYS & PUBLIC HOLIDAYS CLARIFIED

The proposed Agreement reflects SRG's current practice of paying a team member for travel time when they are required to work at a place other than their usual place of work and the travel time is in addition to their usual travel time to work. The Agreement clarifies that payment is at the base rate except on Sundays and public holidays when the rate is 150% (175% for casuals).

DISPUTE RESOLUTION CLAUSE

UP TO 25 DAYS TO RESOLVE DISPUTE PRIOR TO IMPLEMENTATION OF CHANGE

Under the proposed Agreement, where a dispute relates to a change in conditions of employment such as a roster change, and the team member notifies SRG in writing within 3 days of being notified by SRG of the proposed change, then SRG will not make the change for at least 25 calendar days of receiving the team member's written notice. The team member and SRG will attempt to genuinely resolve the dispute during this period.

FLEXIBLE WORK ARRANGEMENTS

SRG'S COMMITMENT TO FLEXIBLE WORK

The proposed Agreement outlines SRG's commitment to offering flexible work arrangements in support of a team member. Flexible work arrangements may include changes to standard hours, pattern of work, location of work etc. The Agreement references SRG's *Flexible Work Practices Guide* where team members can get more information about flexible work arrangements.

SDA DELEGATES

REQUEST FOR ADDITIONAL DELEGATES & RIGHT TO REPRESENT & COMMUNICATE WITH MEMBERS

The proposed Agreement enshrines the role of SDA Delegates in greater detail.

The current Agreement identifies that there will be no more than one SDA Delegate "per delegate area". Under the proposed Agreement, where the SDA requests additional delegates, because of an identified need, then SRG will consider this request.

Furthermore, the Union Delegates clause has been updated to reflect recent legislative improvements which includes the right of an SDA Delegate to represent the interests of their members and, reasonable communication and access to team members. SRG is required to reasonably engage with a Delegate.



VOTING

Voting will occur online via Corp Vote from 9am Tuesday 12 March and closes 9pm Monday 18 March 2024.

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

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

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

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