

# The Reject Shop Queensland Distribution Centre Agreement 2016 - 2018

## PART 1 – APPLICATION AND OPERATION OF AGREEMENT

### 1. TITLE

- 1.1 This Agreement shall be known as *The Reject Shop Queensland Distribution Centre Agreement 2016-2018*.

### 2. ARRANGEMENT

- 2.1 This Agreement is arranged as follows:

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### 3. COVERAGE OF AGREEMENT AND PARTIES BOUND

3.1 This Agreement is a single-enterprise agreement.

3.2 This Agreement applies to and shall be binding on

- (1) the Reject Shop Limited (ABN 33 006 122 676),(herein referred to as **The Reject Shop**); and
- (2) all Employees employed in accordance with clause 13 of this Agreement by The Reject Shop at its Ipswich Distribution Centre (**DCIP**) who perform work covered by the classification structure listed in clause 20.

### 4. DEFINITIONS

4.1 In this Agreement:

- (1) **Act** means the *Fair Work Act 2009* (Cth).
- (2) **Agreement** means *The Reject Shop Queensland Distribution Centre Agreement – 2016-2018*.
- (3) **DCIP** means the Distribution Centre Ipswich, which is located on the corner of Bognuda Street and Ashburn Road, Bundamba, Queensland.
- (4) **Employees** means all persons who are employed by The Reject Shop at its DCIP who perform work covered by the classification structure referred to in clause 20 but does not include employees who have managerial responsibilities.
- (5) **FWC** means Fair Work Commission or its successor.
- (6) **Immediate Family** means spouse or child (including step and foster children), partner, father, mother, stepfather, stepmother, parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law. For the purposes of this sub-clause the word “spouse” shall not include a wife or

husband from whom the Employee is separated but shall include a person who lives with the Employee as a de facto wife or husband.

- (7) **NES** means the National Employment Standards as contained in sections 59 to 131 of the Act.
- (8) **Parties** means The Reject Shop and its Employees in the classifications referred to in Clause 20.
- (9) **The Reject Shop** means The Reject Shop Limited (ABN 33 006 122 676) presently located at 245 Racecourse Road, Kensington, Vic, 3031.

## **5. TERM OF THIS AGREEMENT**

- 5.1 This Agreement commences seven (7) days after the date on which it is approved by the FWC (**the Commencement Date**).
- 5.2 The Agreement shall nominally expire three years after the date of its approval by the FWC (**the nominal expiry date**).
- 5.3 The Agreement will continue past its nominal expiry date until replaced or cancelled in accordance with the Act.

## **6. NO EXTRA CLAIMS**

- 6.1 This Agreement provides the entire terms and conditions of employment between the Parties. In consideration for the benefits contained in this Agreement, neither Party shall be entitled to make application to the FWC or any other Court or Authority to vary or alter the terms and conditions of the Agreement, during its period of operation. The Employees shall not serve The Reject Shop with any additional claims or demands during the period of operation of this Agreement.
- 6.2 It is also agreed that neither Party will engage in any industrial action during the term of this Agreement.

## **7. RELATIONSHIP WITH OTHER AWARDS**

- 7.1 This Agreement operates to the exclusion of any award, order or other industrial instrument, including the Storage Services and Wholesale Award 2010.
- 7.2 The terms and conditions of employment in this Agreement are intended to be exhaustive.

## **8. THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT**

- 8.1 The NES and this Agreement contain the minimum conditions of employment for Employees covered by this Agreement, provided that where a term of this Agreement provides a greater benefit than that appearing in the NES, the relevant term of this Agreement shall apply to Employees.

- 8.2 The Reject Shop will ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **9. OBJECTIVES AND PRINCIPLES**

- 9.1 The objective of this Agreement is to ensure that The Reject Shop is a highly competitive retailer, providing a level of customer service, customer facilities and overall customer value unequalled by other companies operating in the discount variety retail industry.

- 9.2 To achieve this objective, , The Reject Shop and Employees declare their commitment to ensuring that:

- (1) the terms and conditions of employment reflect and are specific to the needs of The Reject Shop and its Employees;
- (2) the Employees are willing to accept flexibility of jobs and duties subject to individual skills and abilities to meet The Reject Shop's requirements;
- (3) there is a continuous effort by The Reject Shop and its Employees to improve work practices, work organisation and review any other issue which will enhance the quality of the range and level of services provided to customers;
- (4) issues or grievances which could impede the provision of service or The Reject Shop's retail operations are resolved through the dispute resolution procedures;
- (5) working relationships between management and Employees are developed in a way that promotes effective and open communication, mutual trust and co- operation as much as possible;
- (6) all persons working in the enterprise maintain high standards of work and behaviour;
- (7) Employees shall not deliberately misuse The Reject Shop's assets, intellectual property or the services of The Reject Shop for their personal gain.

## **10. ANTI-DISCRIMINATION**

- 10.1 The Reject Shop believes that all Employees have the right to work in an environment, which is free from discrimination, harassment and bullying.
- 10.2 The Reject Shop requires Employees at all times to treat one another with courtesy, dignity and respect and to respect each other's privacy, differences and avoid offensive comments and behaviour.

## **11. INDIVIDUAL FLEXIBILITY**

- 11.1 The Reject Shop and Employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (1) the agreement deals with one or more of the following matters:

- (a) arrangements about when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances;
  - (e) leave loading; and
- (2) the arrangement meets the genuine needs of The Reject Shop and Employee in relation to one or more of the matters mentioned in paragraph (1) ; and
  - (3) the arrangement is genuinely agreed to by The Reject Shop and Employee.
- 11.2 The Reject Shop must ensure that the terms of the individual flexibility arrangement:
- (1) are about permitted matters under section 172 of the Act; and
  - (2) are not unlawful terms under section 194 of the Act; and
  - (3) result in the Employee being better off overall than the Employee would be if no arrangement were made.
- 11.3 The Reject Shop must ensure that the individual flexibility arrangement:
- (1) is in writing; and
  - (2) includes the name of The Reject Shop and Employee; and
  - (3) is signed by The Reject Shop and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and includes details of:
    - (a) the terms of the Agreement that will be varied by the arrangement; and
    - (b) how the arrangement will vary the effect of the terms; and
    - (c) 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
  - (4) states the day on which the arrangement commences.
- 11.4 The Reject Shop must give the Employee a copy of the individual flexibility agreement within 14 days after it is agreed to.
- 11.5 The Reject Shop or Employee may terminate the individual flexibility arrangement:
- (1) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (2) if The Reject Shop and Employee agree in writing – at any time.

## **PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **12. HOW TO RESOLVE GRIEVANCES AND DISPUTES**

- 12.1 If a dispute relates to:
- (1) a matter arising under this Agreement; or
  - (2) the NES;
- this clause sets out the procedure to settle the dispute.
- 12.2 In the first instance, the Parties to the dispute must try and resolve the dispute at the workplace level. An Employee who has any work related problem that they are unable to satisfactorily resolve must:
- (1) discuss the matter with their direct supervisor, or if not appropriate, the next appropriate manager.
  - (2) the supervisor or manager will then use their best endeavours to investigate the problem within three working days.
- 12.3 If the matter is not resolved at this level, the dispute may be referred by either party to a more senior manager.
- 12.4 At any stage during the process, the Employee may be supported in his or her discussions by a nominated workplace representative of their choice.
- 12.5 If after following all the required internal channels the matter is still not resolved, a party to the dispute may then and only then, refer the matter in dispute to the Fair Work Commission for private conciliation.
- 12.6 Before the private conciliation, the FWC may confer with the parties informally about matters of procedure such as:
- (1) the presentation of each side's position (whether oral or in writing);
  - (2) confidentiality requirements;
  - (3) representation at the private conciliation;
  - (4) preferred location of the conciliation;
  - (5) whether a telephone conference may be sought at first instance; and
  - (6) any further particulars about the FWC's role in relation to establishing procedures as to how the conciliation will be conducted.
- 12.7 Subject to clause 12.6 it is agreed that the FWC will observe confidentiality about all aspects of the dispute and consistent with its expected role to this point, may do such things as:
- (1) help the parties identify and define the matters in dispute;
  - (2) help the parties to develop a procedure which is aimed at achieving a resolution of the dispute which is timely, fair and cost effective;
  - (3) where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matters in dispute;

- (4) act as a facilitator of direct negotiations between the Parties.
- 12.8 If the FWC is of the view that having completed the conciliation process, that the matter(s) in dispute remain unresolved, it may:
- (1) arbitrate the dispute; and
  - (2) make a determination that is binding on the Parties.
- 12.9 Whilst the Parties are trying to resolve the dispute using the above procedure:
- (1) the Employee must continue to perform his or her work as they would normally do unless they have a reasonable concern about an imminent risk to their health or safety; and
  - (2) the Employee must comply with a direction given by The Reject Shop to perform other available work at the same or other workplace unless:
    - (a) the work is not safe; or
    - (b) applicable Occupational Health and Safety legislation would not permit the work to be performed; or
    - (c) the work is not appropriate for the Employee to perform; or
    - (d) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 12.10 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

## **PART 3 – EMPLOYMENT CONDITIONS**

### **13. TYPES OF EMPLOYMENT**

#### **13.1 Full-time employees**

- (1) Full-time Employees are permanent employees engaged on a weekly basis and will work an average of 38 ordinary hours per week.

#### **13.2 Part-time employees**

- (1) part-time Employees are permanent employees engaged on a weekly basis.
- (2) a part-time Employee is an employee who:
  - (a) works less ordinary hours than a full-time Employee;
  - (b) has reasonably predictable hours of work (subject to subclause 13.2(6)-(8); and
  - (c) receives on a pro-rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

- (3) all time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 30.
- (4) commencement of part-time work and return from part-time to full-time work shall not break the continuity of service or employment.
- (5) the daily minimum engagement for a part-time Employee will be a minimum of three consecutive hours.

*Flex-up*

- (6) a part-time Employee's working hours may be increased (flexed up) above rostered hours by mutual agreement. Such additional hours will be paid at the Employee's ordinary rate of pay.
- (7) The Reject Shop will offer permanent part-time Employees the opportunity to increase (**flex up**) their working hours before any work is offered to casual employees in any week, provided such employees indicate to management that they are available to be flexed up.
- (8) in addition to the above, permanent part-time Employees will be given first opportunity to accept extra work on a daily ad-hoc basis.

#### **14. PROBATIONARY PERIOD (FOR NEW EMPLOYEES ONLY)**

- 14.1 During the first three months of employment, all full-time and part-time Employees will be on probation. The purpose of this probationary period is to provide a means to mutually assess an Employee's suitability for the position.
- 14.2 During the probationary period, either party may terminate the employment in writing on one week's notice. The Reject Shop may opt to make a payment to an Employee in lieu of notice.

#### **15. STAND DOWN**

- 15.1 The Reject Shop may stand down an Employee for a day or part of a day, without pay, if the Employee cannot be usefully employed because of:
  - (1) industrial action (other than industrial action organised or engaged in by The Reject Shop);
  - (2) break down of equipment or machinery, if The Reject Shop cannot reasonably be held responsible for the break down; or
  - (3) stoppage of work for any cause for which The Reject Shop cannot reasonably be held responsible.
- 15.2 An Employee may take accrued annual leave during a period of stand down.

#### **16. TERMINATION OF EMPLOYMENT**

- 16.1 Subject to clause 14, and excepting a reason which would justify instant dismissal, The Reject Shop may terminate a full-time or part-time Employee's employment by giving



notice in writing of the day of the termination. The time between giving the notice and the day of termination must be:

Period of Continuous Service with The Reject Shop	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 16.2 In addition to clause 16.1, Employees over 45 years of age with 2 years continuous service shall be entitled to receive an additional weeks' notice.
- 16.3 The notice of termination required to be given by an Employee shall be the same as that required of The Reject Shop, except that there is requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice, The Reject Shop may withhold from any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause, less any period of notice actually given by the Employee.
- 16.4 The Reject Shop may elect to provide an Employee with a payment in lieu of notice of termination or provide a combination of notice and payment in lieu.
- 16.5 The Reject Shop may, at its sole discretion, accept a lesser period of notice from an Employee.
- 16.6 During a notice period, the Employee must continue to perform work in accordance with this Agreement and at all times ensure that they act professionally and in the best interests of The Reject Shop.
- 16.7 Where The Reject Shop has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times agreed.
- 16.8 In the event of serious misconduct, The Reject Shop may dismiss an Employee immediately and without any obligation to provide notice, pay in lieu of notice or any other compensation whatsoever.
- 16.9 **Serious misconduct** includes but is not limited to:
- (1) a serious breach of any term of this Agreement, including refusing to comply with a reasonable direction issued from The Reject Shop;
  - (2) being found guilty of a wilful neglect of duties;
  - (3) being charged with a criminal indictable offence or are responsible for conduct which is The Reject Shop's reasonable opinion, brings or is likely to bring The Reject Shop or the Employee into serious disrepute;
  - (4) committing an act of dishonesty; or
  - (5) coming to work, or during work hours being under the influence of either drugs or alcohol.

16.10 Upon termination of an Employee's employment, the Employee shall be required to return any of The Reject Shop's property in their possession.

## 17. CONSULTATION TERM

17.1 This term applies if:

- (1) The Reject Shop has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its Employees ; and
- (2) the change is likely to have a significant effect on the Employees.

17.2 An Employee may appoint a representative for the purposes of the procedures in this term.

17.3 If:

- (1) a relevant Employee appoints a representative for the purposes of consultation; and
- (2) the Employee advises The Reject Shop of the identity of the representative; The Reject Shop must recognise the representative.

17.4 As soon as practicable after making the decision, The Reject Shop must:

- (1) discuss with the relevant Employees or any Employee representative (if any):
  - (a) the introduction of the change; and
  - (b) the effect the change is likely to have on the relevant Employees; and
  - (c) measures The Reject Shop is taking to avert or mitigate the adverse effect of the change on the relevant Employees; and

17.5 For the purposes of discussion – provide in writing, to the relevant Employee and their representative (if any):

- (1) all relevant information about the change including the nature of the proposed change; and
- (2) information about the expected effects of the change on the relevant Employees; and
- (3) any other matters likely to effect the relevant Employees.

17.6 However, The Reject Shop is not required to disclose confidential or commercially sensitive information to the relevant Employee.

17.7 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of The Reject Shop, the requirements set out in clauses 17.2, 17.3 and 17.5 are taken not apply.

17.8 In this term, a major change is **likely to have significant effect on Employees** if it results in:

- (1) the termination of employment of the Employees; or
- (2) major changes in the composition, operation or size of The Reject Shop's workforce or in the skills required of Employees; or
- (3) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (4) the alteration of work hours; or
- (5) the need to retrain Employees; or
- (6) the need to relocate Employees to another workplace; or
- (7) the restructuring of jobs.

17.9 In this term, **relevant employees** means the Employees affected by the major change.

## **18. SUSPENSION OF EMPLOYMENT**

18.1 In circumstances where an Employee's conduct may constitute serious misconduct that may ultimately result in disciplinary proceedings (including summary dismissal) for the Employee The Reject Shop shall have the right to suspend the Employee on pay pending the outcome of a disciplinary inquiry.

18.2 The Reject Shop's decision to suspend the Employee will not limit The Reject Shop's right to terminate the Employee following the disciplinary enquiry.

## **19. REDUNDANCY**

19.1 Redundancy occurs where:

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

19.2 An Employee who is made redundant shall be given notice in accordance with sub-clause 16.1 of this Agreement.

19.3 In addition to the notice prescribed in sub-clause 16.1, each Employee who is made redundant shall receive a severance payment calculated as follows:

- (1) four week's pay for at least one (1) year but less than two (2) years' of completed service
- (2) three (3) weeks pay for each completed year of service thereafter

19.4 "Week's pay" means the ordinary time rate of pay for the Employee concerned, provided that such rate shall exclude: overtime, penalty rates, shift allowances, special rates, bonuses, and any other ancillary payments of a like nature.

- 19.5 An Employee may terminate their employment during the period of notice. An Employee who does this shall not be entitled to payment in lieu of notice but shall be entitled to severance pay in accordance with sub-clause 19.3 above.
- 19.6 During the period of notice, an Employee shall, at a time agreed with the Department Manager shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 19.7 An Employee who is transferred to lower paid duties shall be paid at the higher rate of pay for the duration of the period of notice in sub-clause 16.1 and 16.2. A transfer to lower paid duties or position as a result of disciplinary action will not constitute a redundancy or termination of employment for the purposes of this Agreement.
- 19.8 The Reject Shop may make application to the FWC to have the severance payment specified in sub-clause 19.3 varied if The Reject Shop obtains acceptable alternative employment for an Employee or cannot pay the amount.
- 19.9 "*Acceptable alternative employment*" means employment that is overall on no less favourable terms and conditions and with recognition of all prior service with The Reject Shop.
- 19.10 An Employee will not be entitled to severance pay if there is a transfer of employment and service with The Reject Shop is recognised and counts as service with a second employer.
- 19.11 An Employee will also not be entitled to severance pay in relation to the termination of their employment with The Reject Shop (the **first employer**) if:
- (1) the Employee rejects an offer of employment made by another employer (the **second employer**) that:
    - (a) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the first employer immediately before termination; and
    - (b) recognises the Employee's service with the first employer, for the purpose of this clause; and
  - (2) had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee.
- 19.12 If the FWC is satisfied that 19.11 operates unfairly to the Employee, the FWC may order the first employer to pay the Employee a specified amount of redundancy pay (not exceeding the amount that would be payable but for 19.11, that the FWC considers appropriate).
- 19.13 The provisions of this clause shall not apply to any of the following Employees:
- (1) an Employee employed for a specified period of time, for a specified task or for the duration of a specified season;
  - (2) an Employee whose employment is terminated because of serious misconduct;

- (3) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement; or
- (4) an Employee who is serving a period of probation.

## **PART 4 – WAGES AND RELATED MATTERS**

### **20. CLASSIFICATION STRUCTURE**

#### **20.1 Level 1 Storeworker Employee (Introductory) – Is an Employee in Training (95%)**

- (1) an Employee in Training is learning the skills required to be a productive member of the team.
- (2) this rate applies to the first three months of employment.

#### **20.2 Level 2 Storeworker Employee (100%)**

- (1) an Employee performs work above and beyond the skills of an Employee in Training.
- (2) such an Employee:
  - (a) is trained in and applies The Reject Shop's standard operating procedures within the DCIP; and
  - (b) has a thorough knowledge of and adheres to The Reject Shop's policies and procedures; and
  - (c) participates effectively within a team environment; and
  - (d) demonstrates personal and professional responsibility by being accountable for their own work; and
  - (e) is able to share skills and knowledge with Employees within their work area and skill limitations; and
  - (f) understands and works to achieve team and business goals; and
  - (g) continues training and learning activities as required by The Reject Shop.

20.3 For the avoidance of doubt, this Agreement is not intended to cover Employees who have managerial responsibilities.

## 21. WAGE RATES

21.1 Full-time adult Employee rates of pay are as follows:

	Rate effective First full pay period on or after date of approval	Rate effective first full pay period on or after the first anniversary of approval	Rate effective first full pay period on or after the second anniversary of approval
Level 1 – 95%	\$24.95	\$25.76	\$26.60
Level 2 – 100%	\$26.26	\$27.11	\$27.99

21.2 Junior Employees will receive an adult rate of pay, appropriate to their work classification for the duration of this Agreement.

21.3 Implementation Payment

The Reject Shop will pay to each full-time Employee employed under this Agreement a one-off lump sum payment of \$750 as part of the first full pay period on or after the date this Agreement commences to operate. Part time Employees will be paid a pro-rata amount based on their contracted hours on the date of commencement.

## 22. PAYMENT OF WAGES

22.1 Wages shall be calculated and paid weekly in arrears, not later than Thursday in the week following completion of the weekly pay cycle.

22.2 Payments will be made by Electronic Funds Transfer ("EFT"). Charges relating to the EFT transfer will continue to be paid by The Reject Shop.

22.3 Each Employee shall nominate a bank account into which their wages shall be paid and shall provide The Reject Shop with the necessary details and authority so as to enable The Reject Shop to pay the Employee's wages by EFT.

22.4 Each Employee shall be supplied with a statement setting out details of the amount of wages earned, including any overtime, penalties, allowances and deductions made and the net amount paid.

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

## 23. ALLOWANCES

### 23.1 *Meal allowance*

- (1) any Employee required to work overtime for in excess of one hour after the usual finishing time will be paid an allowance - in accordance with the rates set out in 23. (2). Provided that such meal allowance will not be payable to an Employee who can reasonably return home for a meal or was given 24 hours notice of the requirement to work overtime.
- (2)

Rate effective First full pay period on or after date of approval	Rate effective first full pay period on or after the first anniversary of approval	Rate effective first full pay period on or after the second anniversary of approval
\$14.73	\$15.21	\$15.70

### 23.2 *First-aid allowance*

- (1) an Employee qualified to St John Ambulance standard or equivalent, if requested to act as the first aid attendant will be paid an allowance in accordance with the rates set out in 23.2 (2).
- (2)

Rate effective First full pay period on or after date of approval	Rate effective first full pay period on or after the first anniversary of approval	Rate effective first full pay period on or after the second anniversary of approval
\$12.39 per week	\$12.79 per week	\$13.21 per week

- (3) an Employee on being requested by The Reject Shop to obtain first aid attendant qualifications (St John Ambulance standard or equivalent) will, on attaining such qualification, be reimbursed by The Reject Shop for the cost of the approved books  
/ manuals and other approved out-of-pocket expenses associated with attending the first aid course.

### 23.3 *Travelling, transport and fares reimbursement*

- (1) an Employee who on any day, or from day to day, is required to work at a job away from the employee's accustomed distribution centre, will at the direction of The Reject Shop, present for work at such job at the usual starting time, but for

all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from the Employee's home to the distribution centre and returning), will be paid travelling time, and any fares reasonably incurred in excess of those normally incurred in travelling between home and the distribution centre.

- (2) the rate of pay for travelling time will be at ordinary rates, except on Sundays and public holidays, when it will be time and a half.

23.4 *Tools to be provided by The Reject Shop*

- (1) The Reject Shop will provide Employees with all reasonably required tools at its expense.

23.5 *Damaged personal effects allowance*

- (1) The Reject Shop will reimburse an Employee for the replacement or repair of an Employee's dentures and/or prescription glasses which are damaged or destroyed in the course of the Employee's ordinary duties, other than through the Employee's own negligence, up to a maximum of the rates set out in 23.5(2).

(2)

Rate effective First full pay period on or after date of approval	Rate effective first full pay period on or after the first anniversary of approval	Rate effective first full pay period on or after the second anniversary of approval
\$687.38	\$709.72	\$732.79

- (3) The Reject Shop may require the Employee to provide a statutory declaration setting out the circumstances of the damage or destruction and supporting evidence of the value of the item damaged or destroyed will be provided by the Employee.

23.6 *Team Leader Allowance*

- (1) As identified by the Company, any Employee required to participate in Team Leader training or act in the role of Team Leader for one shift or more, shall be entitled to payment of Team Leader Allowance, in addition to their ordinary rate of pay, in accordance with the rates set out in 23.6 (2). The requirement of the Company to pay the Allowance will be agreed prior to the Employee performing the responsibilities of Team Leader.



(2)

Rate effective First full pay period on or after date of approval	Rate effective first full pay period on or after the first anniversary of approval	Rate effective first full pay period on or after the second anniversary of approval
\$2.07 per hour	\$2.13 per hour	\$2.20 per hour

23.7 *Laundry Allowance*

(1) The laundry allowance has been incorporated into the base rate of pay.

**24. TEMPORARY HIGHER DUTIES**

24.1 Following approval by the General Manager, Logistics or the deputy, if an Employee is put to work temporarily at a classification higher than that under which the Employee was engaged for or deemed to be working, he/she shall be paid the rate prescribed for such higher classification for the time so engaged.

**25. DRESS STANDARDS**

25.1 When at work, Employees shall be dressed in a neat, tidy and appropriate manner at all times.

25.2 The Reject Shop shall supply suitable branded clothing when required, which must be laundered by the Employee. Replacement items will be issued subject to fair wear and tear.

25.3 The Reject Shop shall supply safety footwear and personal protective equipment when required which must be worn by the Employee whilst working. Replacement items will be issued subject to fair wear and tear.

25.4 Upon the cessation of an Employee's employment, any branded clothing, footwear and equipment provided pursuant to clauses 25.2 and 25.3 will remain the property of The Reject Shop and must be returned to the Employee's supervisor, freshly laundered.

**26. SUPERANNUATION**

26.1 The Reject Shop shall contribute to the Fund as nominated by the Distribution Centre Employee in writing.

26.2 The Reject Shop shall make contributions monthly on behalf of each eligible Employee to the nominated fund in order to comply with the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.

26.3 An eligible Employee is one who:

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

26.4 An Employee may make personal contributions to the Employee's nominated fund in addition to those made by The Reject Shop.

- (1) An Employee who wishes to make such additional contributions must authorise The Reject Shop in writing to pay into the Fund, from the Employee's wages, a specified amount.
- (2) Upon receipt of written authorisation from the Employee, The Reject Shop shall commence making monthly payments into the Fund on behalf of the Employee following receipt of the authorisation.
- (3) An Employee may vary his or her additional contributions once each year by a written authorisation and The Reject Shop shall alter the additional contributions within the next pay period.
- (4) Additional Employee contributions to the Employee's nominated fund requested under sub-clause 26.4 (3) shall be expressed in whole dollars.

26.5 The Reject Shop shall not be required to make superannuation payments on behalf of any Employee who is absent on leave without pay for the whole of that period of unpaid leave or for the period an Employee receives workers' compensation under the relevant State legislation.

## **PART 5 – HOURS OF WORK, BREAKS, OVERTIME AND SHIFT WORK**

### **27. ORDINARY SPREAD OF HOURS**

27.1 The ordinary spread of hours of work shall be:

	<b>Day Shift</b>	<b>Afternoon Shift</b>
<b>Monday to Friday</b>	6:00am to 6.00 pm	1.00 pm to 12.00 am (midnight)
<b>Saturday</b>	6:00am to 6.00 pm	1.00 pm to 1200 am (midnight)
<b>Sunday</b>	6:00am to 6.00 pm	1.00 pm to 12.00 am (midnight)

27.2 At peak times when The Reject Shop is processing catalogues, Employees may be requested to be available for additional ordinary hours provided that they do not work more than 152 ordinary hours in a 4 week cycle or more than 10 ordinary hours per day.

27.3 The ordinary hours will be worked not more than 10 hours each continuously

*For example:*

*In a 4 week period that includes a catalogue process, an Employee may work the following number of hours:*

*Week 1 – 36 hours (equivalent to less than a normal week)*

*Week 2 – 36 hours (equivalent to less than a normal week)*

*Week 3 – 36 hours (equivalent to less than a normal week)*

*Week 4 – 44 hours (being more than a normal week to accommodate the catalogue process)*

- 27.4 Catalogue processing generally occurs no more than once per month.
- 27.5 Where catalogue processing is required, Employees will be provided with no less than 7 days notice.
- 27.6 A change to the weekly roster, either in the number of hours worked per day or in the start and finish times of a shift, may be altered at the request of the Employee, subject to mutual agreement between the Company and the Employee. Such requests will be in writing and approved on a case by case basis, and be recorded prior to the commencement of the roster.

## **28. SHIFT WORK**

### *28.1 Definition of an Afternoon Shift*

- (1) Employees may be rostered to work afternoon shift.
- (2) for the purposes of this clause, an “Afternoon Shift” shall mean a shift which is rostered to finish after 6.00 pm and at or before midnight the same day.

### *28.2 Shift allowance for work performed during an Afternoon Shift*

- (1) Employees working an Afternoon Shift shall receive their ordinary rate of pay plus an additional loading of 15%.
- (2) overtime rates for Employees working on an Afternoon Shift apply in lieu of the Afternoon Shift loading referred to in sub-clause 28.2 (1). For the avoidance of doubt, if two or more penalty rates, overtime rates and / or shift loadings apply to the same work, then only the highest rate will apply.

## **29. MEAL AND REST PERIODS**

- 29.1 No Employee will be required to work longer than five hours without an unpaid meal break of 30 minutes.
- 29.2 An Employee who works more than 5 ordinary hours on any day shall be entitled to a paid 10 minute rest period and an unpaid meal break of 30 minutes.
- 29.3 An Employee who works 4 hours or more on any day shall be allowed a paid 10 minute rest period.
- 29.4 An additional paid 10 minute rest period shall be provided when an Employee works 7 hours or more.

29.5 Meal breaks and rest breaks will be staggered throughout the day to ensure that there is no disruption to the business operations.

### **30. OVERTIME**

- 30.1 Subject to clause 30.2 The Reject Shop may require an Employee to work reasonable overtime at appropriate overtime rates.
- 30.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- (1) any risk to an Employee's health and safety;
  - (2) the Employee's personal circumstances including any family responsibilities;
  - (3) the notice (if any) given by The Reject Shop of the overtime and by the Employee of his or her intention to refuse it
- 30.3 Overtime for all Employees shall be calculated on a daily basis and paid at the following rates:
- (1) Monday to Sunday
    - (a) 50% for the first 2 hours and 100% thereafter in addition to the ordinary hourly rate of pay for full-time and part-time Employees as defined in clause 13.
- 30.4 An employee required to work overtime on a Saturday must receive a minimum payment for 3 hours work, except where such overtime is worked immediately prior to or at the conclusion of ordinary hours of work. An employee required to work overtime on a Sunday must receive a minimum payment for 4 hours work, except where such overtime is worked immediately prior to or at the conclusion of ordinary hours of work.

### **31. PENALTY RATES FOR WEEKENDS**

- 31.1 All time worked on a Saturday must be paid for at the rate of 50% in addition to the ordinary hourly rate of pay, for full-time and part-time Employees.
- 31.2 All time worked on a Sunday must be paid for at the rate of 100% in addition to the ordinary hourly rate of pay, for full-time and part-time Employees.

## **PART 6 – LEAVE CONDITIONS**

### **32. PUBLIC HOLIDAYS**

- 32.1 The following days shall be regarded as public holidays:
- New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Labour Day; Queen's Birthday; Christmas Day; Boxing Day.
- 32.2 Ipswich Show Day shall be taken in addition to the days named above. Arrangements may be made to substitute Ipswich Show Day for another day that does not interrupt workflow, as directed by The Reject Shop.
- 32.3 Where in a State, Territory or locality, public holidays are declared or prescribed on

days other than those set out in sub-clauses 32.1 and 32.2 above, those days are additional public holidays for the purposes of this Agreement.

32.4 Without limiting the operation of sub-clause 32.5 below, if the days set out in sub-clause 32.1 are substituted by another day as a result of an Act or Proclamation of a State or Territory government (substituted public holiday), then:

- (1) the provisions of sub-clause 32.6 shall apply to the substituted public holiday; and
- (2) the holiday which has been substituted shall be regarded as a non-holiday and Employees rostered to work on that day shall be paid at the rates ordinarily applicable to that day.

32.5 When:

- (1) Christmas Day is a Saturday or Sunday a holiday in lieu of that day shall be observed on 27 December.
- (2) Boxing Day is a Saturday or Sunday a holiday in lieu of that day shall be observed on 28 December
- (3) New Year's Day or Australia Day is a Saturday or Sunday a holiday in lieu of that day shall be observed on the next Monday.

32.6 Employees who work on a public holiday shall be paid at the rate of 150% in addition to the ordinary hourly rate of pay for full-time and part-time Employees as defined in clause 13.

### **33. ANNUAL LEAVE**

33.1 Full-time and part-time Employees will accrue and may take annual leave in accordance with the relevant provisions of the National Employment Standard.

33.2 In summary, the NES provides that:

- (1) Employees may accrue up to 152 hours (20 days) paid annual leave for each year of service;
- (2) untaken annual leave accumulates;
- (3) Employees who work in a business that operates 24 hours seven days a week, and who are regularly rostered to work those shifts, and regularly work on Sundays and public holidays, will receive an additional week's annual leave each year;
- (4) annual leave not taken during the employment will be paid out at the time of termination of employment; and
- (5) annual leave is to be taken by agreement between an Employee and The Reject Shop.

33.3 A part-time Employee is entitled to pro-rata annual leave based on the average weekly hours worked over each 4 week cycle in the year that the leave accrued.

33.4 In addition, under this Agreement:

- (1) The Reject Shop and an Employee may agree to the taking of any amount of annual leave wholly or partly in advance of the Employee becoming entitled to paid annual leave. In that case, the right to further annual leave shall not commence to accrue until the Employee has worked sufficient time to cover the leave taken in advance;
- (2) The Reject Shop may direct an Employee to take accrued annual leave or by agreement annual leave in advance, if The Reject Shop closes down the part of the business in which the Employee works.
- (3) for the purposes of the National Employment Standard, a shift worker entitled to an extra week of annual leave, is an Employee that is employed in the enterprise in which shifts are continuously rostered 24 hours a day for seven days a week; and is regularly rostered to work those shifts; and regularly works on Sundays and public holidays.
- (4) applications for annual leave may be reasonably refused by The Reject Shop in times of peak business. The Christmas period is generally a peak period of business for The Reject Shop and as such, applications for annual leave may be reasonably refused in this period. The month of June is generally not a peak period of business for The Reject Shop.

33.5 Where a full-time Employee has an accrued annual leave entitlement in excess of 152 hours (or pro-rata for part-time Employees), The Reject Shop may, at the request of the Employee, pay to the Employee an amount equal to the Employee's ordinary rate of pay (inclusive of leave loading), up to a maximum of two weeks' per annum for a full-time Employee or a pro-rata amount for a part-time Employee, for his or her annual leave entitlement in excess of 152 hours and reduce the Employee's annual leave entitlement accordingly. Payment in lieu of taking annual leave will only be made if the Employee makes the request in writing and the Reject Shop authorises the request. A separate request must be made on each occasion.

33.6 Upon termination of employment for any reason, an Employee must be paid for all annual leave accrued.

33.7 Loading on annual leave

- (1) an annual leave loading of 17.5% on the ordinary rate of pay will be paid for all annual leave accrued.
- (2) in the case of an Employee working on afternoon shift or night shift where the Employee would have received shift loadings had the Employee not been on annual leave and such loadings would have entitled such Employee to a greater amount than the 17.5% loading, then the shift loadings shall be added to the Employee's ordinary pay in lieu of the 17.5% annual leave loading.

#### **34. PERSONAL LEAVE (SICK AND CARER'S LEAVE)**

34.1 Full-time and part-time Employees will accrue and may take personal leave in accordance with the relevant provisions of the National Employment Standard.

34.2 In summary, the NES provides that Employees:

- (1) may accrue up to 10 days paid personal leave for each year of service;
- (2) untaken personal leave accrues;
- (3) may use personal leave to be absent from work due to personal illness (sick leave);
- (4) may use personal leave to care for an immediate family member, or a member of the Employee's household, who requires care or support because of a personal illness, or injury or unexpected emergency (carer's leave);
- (5) may take an additional two days unpaid carer's leave on each occasion if the Employee has exhausted the paid carer's leave entitlement;

34.3 A part-time Employee is entitled to pro-rata personal leave based on the average weekly hours worked over each 4 week cycle in the year that the leave accrued.

34.4 In addition, under this Agreement:

- (1) an Employee must notify management of any intended absence due to illness prior to the commencement of the shift (wherever possible)
- (2) when taking personal leave, an Employee must provide The Reject Shop with evidence that would reasonably satisfy The Reject Shop of the need for the leave requested.
- (3) Employees must provide The Reject Shop with a medical certificate from a registered medical practitioner for any leave that is claimed as personal leave of the following nature:
  - (a) two or more consecutive days of absence;
  - (b) absences immediately before or after a weekend or public holiday;
  - (c) absences for a single-day in consecutive weeks; or
  - (d) absences in a systematic pattern over several weeks or months.

## **35. UNPAID CARER'S LEAVE**

35.1 Employees who have exhausted their entitlement to paid carer's leave may take up to two days unpaid carer's leave to care for an immediate family member or member of the Employee's household on each permissible occasion in accordance with the National Employment Standards.

35.2 Under this Agreement, the Employee is only entitled to unpaid carer's leave if the Employee gives The Reject Shop any evidence that The Reject Shop reasonably requires of the immediate family member or household member's illness or injury.

## **36. COMPASSIONATE LEAVE**

36.1 Employees are entitled to take compassionate leave in accordance with the



National Employment Standard.

- 36.2 In summary the Act provides that employees are entitled to use up to two days compassionate leave for each occasion (a *permissible occasion*) on which a member of the Employee's immediate family member or household contracts a personal illness or sustains an injury that poses a serious threat to his or her life or dies.
- 36.3 The leave can be taken to spend time with a member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or after the death of the member of the Employee's immediate family or household.
- 36.4 Full-time and part-time Employees will receive their ordinary rate of pay (exclusive of any loadings, penalty rates or allowances) whilst on compassionate leave.
- 36.5 Under this Agreement, the Employee is only entitled to paid compassionate leave if the Employee gives The Reject Shop any evidence that The Reject Shop reasonably requires of the immediate family member or household member's illness, injury or death.

### **37. PARENTAL LEAVE**

- 37.1 Employees are entitled to parental leave in accordance with the National Employment Standards.
- 37.2 A copy of the NES provisions will be made available upon request by an Employee.

### **38. LONG SERVICE LEAVE**

- 38.1 Employees will accrue Long Service Leave to provide for:
  - (1) 13 weeks' leave after completion of 10 years' continuous service; and
  - (2) pro rata entitlement will be paid out on termination after 7 years' service but before 10 years' service.

### **39. JURY SERVICE**

- 39.1 An Employee shall be allowed leave when required for jury service.
- 39.2 A full-time or part-time Employee who performs jury service during their ordinary hours, shall be reimbursed by The Reject Shop, an amount equal to the difference between the amount received for such jury service and the wages they would have earned in respect of ordinary time had they not been on jury service, up to a maximum of 10 days jury service.
- 39.3 An Employee shall notify their Department Manager as soon as possible of the date upon which attendance for jury service is required. Further, the Employee will give The Reject Shop proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

### **40. NATURAL DISASTER LEAVE**

Where a yellow alert is announced for cyclones, or there is flooding or bush fires which pose a genuine threat to an Employee's property and this creates a need for an Employee to care for an immediate family member, or a member of the Employee's

household, or prevents an Employee from attending work due to being geographically cut off with no viable alternative route to work, Employees shall be allowed to be absent from work. In such circumstances a full-time Employee will be able to access up to 2 days' paid leave per annum (or pro rata amount for a part-time Employee) non cumulative, paid at the ordinary time earnings rate.

#### **41. PRE-NATAL LEAVE**

##### *41.1 Pregnant Employees*

An Employee who is pregnant may access up to 2 days (pro rata for part-time Employees) of non cumulative paid pre-natal leave per pregnancy for the purposes of attending medical appointments associated with the pregnancy.

##### *41.2 Employees Whose Partner is Pregnant*

An Employee may access up to 2 days (pro rata for part-time Employees) of non cumulative paid pre-natal leave for the purposes of attending medical appointments with their pregnant partner associated with the pregnancy.

##### *41.3 Proof of attendance may be required to be produced upon request by the Company.*

## 42. SIGNATORIES

\_\_\_\_\_

DATE / /

**Joe Kireka**

Representative of the Employees  
of The Reject Shop Queensland Distribution Centre  
Cnr Bognuda Street and Ashburn Road, Bundamba, 4304

\_\_\_\_\_

DATE / /

**Robert d'Andrea**

General Manager, Human Resources  
The Reject Shop Limited  
245 Racecourse Road, Kensington, 3031