



**MORGAN'S SUPA IGA  
ENTERPRISE AGREEMENT  
2010**

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## **PART A - INTRODUCTION AND APPLICATION**

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### **1. TITLE**

This Agreement shall be known as the Morgan's Supa IGA Enterprise Agreement 2010.

### **2. PARTIES**

The parties to this Agreement are:

- 2.1. Nepero Pty Ltd (ACN 134 738 284); and
- 2.2. all employees employed by Nepero Pty Ltd in the Job Classifications set out in **Schedule 1** ("**the Employees**").

### **3. DEFINITIONS**

- 3.1. "**Agreement**" means this Morgan's Supa IGA Enterprise Agreement 2010.
- 3.2. "**Capacity**" means full time, part time or relief employment.
- 3.3. "**Commencement Date**" means the seventh day following the date this Agreement is approved by Fair Work Australia.
- 3.4. "**Full time Employee**" means a Permanent Employee who works a minimum of 152 hours per 4 week period.
- 3.5. "**Immediate Family**" means:
  - (a) an Employee's spouse (including a former spouse, a de facto spouse and a former de facto spouse);
  - (b) an Employee's child (including stepchild, adopted child, ex-nuptial child or adult child), parent, grandparent, grandchild or sibling; and
  - (c) a child, parent, grandparent, grandchild or sibling of the Employee's spouse.
- 3.6. "**Job Classification**" means the job classification in which the Employee is employed by Morgan's Supa IGA, as set out in **Schedule 1** and confirmed in writing in the Letter of Engagement.
- 3.7. "**Letter of Engagement**" means a letter from Morgan's Supa IGA to an Employee setting out the Employee's Job Classification, Capacity, Wage Rate, Rostered Hours of Work and any other individual conditions of employment.
- 3.8. "**Loaded Wage Rate**" means a Wage Rate paid for all hours of work which includes a component for annual leave and sick leave as outlined in **Clause 32**.
- 3.9. "**Minimum Wage Rate Schedule**" means a Wage Rate Schedule outlined in this Agreement setting out the minimum Wage Rates applicable to an Employee in accordance with **Clause 22**.
- 3.10. "**Morgan's Supa IGA**" means Nepero Pty Ltd (ACN 134 738 284).

- 3.11. **"Non Salaried Employee"** means an Employee who receives an hourly rate or weekly Wage Rate which is determined in accordance with the number of hours worked by the Employee as required by Morgan's Supa IGA and set out in this Agreement and the Letter of Engagement.
- 3.12. **"Overtime"** means Overtime as defined in **Clause 18**.
- 3.13. **"Part time Employee"** means a Permanent Employee who works up to 152 hours per 4 week period.
- 3.14. **"Permanent Employee"** means a Full time or Part time Employee.
- 3.15. **"Related Body Corporate"** has the same meaning as defined under the *Corporations Act 2001*.
- 3.16. **"Relief Employee"** means an Employee who is not employed as a Permanent Employee, working hours when available and as required by Morgan's Supa IGA.
- 3.17. **"Rostered Hours of Work"** means the hours required to be worked by an Employee.
- 3.18. **"Salaried Employee"** means a Permanent Employee who receives an annual salary in equal payments, weekly, or fortnightly, monthly as determined by Morgan's Supa IGA, irrespective of the hours worked by the Employee, in accordance with this Agreement and the Letter of Engagement.
- 3.19. **"Schedule"** means a schedule to this Agreement.
- 3.20. **"Shift"** means the continuous period of time from when the Employee starts work to when the Employee finishes work for any rostered shift (excluding unpaid meal breaks).
- 3.21. **"Wage Rate"** means:
- (a) in the case of Salaried Employees, the Employee's salary (expressed either as an annual, monthly, fortnightly or weekly amount);
  - (b) in the case of Non Salaried Permanent Employees or Relief Employees, the Employee's hourly wage rate; and
  - (c) excludes the following:
    - (i) Overtime (**Clause 18**); and
    - (ii) any bonuses or additional benefits paid to the Employee in accordance with their Letter of Engagement or at the discretion of Morgan's IGA.
- The minimum Wage Rates for Employee Job Classifications are set out in the applicable Minimum Wage Rate Schedule.
- 3.22. **"Week"** means Monday to Sunday.

#### **4. APPLICATION**

This Agreement:

- 4.1. will operate from the Commencement Date and shall remain in operation for a period of 4 years from the Commencement Date (the **"Nominal Expiry Date"**);

- 4.2. shall be binding on Morgan's Supa IGA and all Employees;
- 4.3. overrides all letters of offer and employment contracts, whether written or oral, in existence prior to the Commencement Date, save for an Employee's Letter of Engagement or any agreement or deed relating to confidential information, intellectual property or post employment obligations;
- 4.4. constitutes the entire agreement between Employees and Morgan's Supa IGA in relation to all matters relating to their employment with Morgan's Supa IGA, save for Employee letters of engagement, any agreement or deed relating to confidential information, intellectual property or post employment obligations or any of Morgan's Supa IGA's Policies;
- 4.5. is not to be read in conjunction with any award; and
- 4.6. provides minimum entitlements only and shall not restrict Morgan's Supa IGA and Employees from agreeing to a higher Wage Rate or any other additional benefits under an Employee's Letter of Engagement or updated letter.

## 5. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 5.1. Morgan's Supa IGA and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
  - (a) the individual flexibility arrangement deals with 1 or more of the following matters:
    - (i) **Clause 14** (Spread of Work);
    - (ii) **Clause 15** (Rosters)
    - (iii) **Clause 16** (Meal and Rest Breaks); and
    - (iv) **Clause 18** (Overtime).
  - (b) the individual flexibility arrangement meets the genuine needs of Morgan's Supa IGA and the Employee in relation to 1 or more of the matters mentioned in **Clause 5.1(a)** and
  - (c) the individual flexibility arrangement is genuinely agreed to by Morgan's Supa IGA and the Employee.
- 5.2. Morgan's Supa IGA must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under the *Fair Work Act 2009*; and
  - (c) result in the Employee being better off overall than the Employee would be if no individual flexibility arrangement was made.
- 5.3. Morgan's Supa IGA must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of Morgan's Supa IGA and the Employee; and

- (c) is signed by Morgan's Supa IGA and the Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the individual flexibility arrangement; and
    - (ii) how the individual flexibility arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the individual flexibility arrangement; and
  - (e) states the day on which the individual flexibility arrangement commences.
- 5.4. Morgan's Supa IGA must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5.5. Morgan's Supa IGA or the Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the individual flexibility arrangement; or
  - (b) if Morgan's Supa IGA and the Employee agree in writing—at any time.

## **6. DISPUTE SETTLEMENT PROCEDURE**

Where a dispute arises out of the terms of this Agreement or in relation to the National Employment Standards, the following procedure should be followed:

- 6.1. The matter shall, where possible, first be discussed by the Employee with their immediate manager. The immediate manager will respond to the Employee's dispute as soon as possible.
- 6.2. If the issue is not resolved in accordance with **Clause 6.1**, the matter must be discussed by the Employee with Morgan's Supa IGA's Management.
- 6.3. If the matter cannot be resolved in discussion between the parties as part of the steps set out in **Clause 6.1** and **6.2**, the matter may be referred to an agreed private independent mediator for mediation. The agreed private independent mediator shall have only those powers to mediate or such further powers as expressly agreed by the parties to the dispute.
- 6.4. If reasonable attempts to agree as to an agreed private mediator have been made and no agreement can be reached, either party may refer the matter to Fair Work Australia who will provide information on alternative dispute resolution services. If no agreement can be reached, the dispute may be referred to Fair Work Australia for mediation only.
- 6.5. During any discussions or action taken under this Clause, all work shall continue in accordance with the practices existing prior to the matter in dispute arising, or other agreed arrangements. No party shall be prejudiced as to the final settlement by the continuance of the work in accordance with this Clause.
- 6.6. The Employee is entitled to have a representative of their choosing present at any meeting held as part of the above dispute settlement procedure.

## **PART B - EMPLOYMENT CONDITIONS**

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### **7. CONTRACT OF EMPLOYMENT**

7.1. A new Employee commencing employment will be provided with a Letter of Engagement. The Letter of Engagement and this Agreement shall determine the terms and conditions of the Employee's employment with Morgan's Supa IGA.

7.2. Any change to an Employee's Letter of Engagement shall be made in consultation with the Employee and will be confirmed in writing.

#### **7.3. Full Time Employees**

(a) Full time Non Salaried Employees:

- (i) are required to work an average of 38 hours per Week, plus reasonable additional hours as relevant to the Employee's position; and
- (ii) will be paid the relevant Wage Rate for each hour worked up to 38 hours per Week; and
- (iii) will receive Overtime in accordance with **Clause 18** for hours worked in excess of 38 hours per Week .

(b) Full time Salaried Employees:

- (i) are required to work an average of 38 hours per Week, plus reasonable additional hours as relevant to the Employee's position; and
- (ii) are paid a salary which is in full satisfaction of all hours worked; and
- (iii) shall not be entitled to payment for Overtime under **Clause 18**.

#### **7.4. Part Time Employees**

Part time Employees:

- (a) are required to work up to 38 hours per Week, plus reasonable additional hours as relevant to the Employee's position; and
- (b) will be paid the relevant Wage Rate for each hour worked up to 38 hours per Week; and
- (c) will receive Overtime in accordance with **Clause 18** for hours worked in excess of 38 hours per Week.

#### **7.5. Relief Employees**

- (a) Relief Employees are employed to work on an hourly basis, when available and as required by Morgan's Supa IGA.
- (b) Relief Employees shall be paid a relief Wage Rate, being the ordinary Wage Rate for the Employee's Job Classification as set out in the applicable Minimum Wage Rate Schedule, plus a loading of 25%, for all hours worked.

- (c) The following Clauses do not apply to Relief Employees:
- (i) **Clause 7.6** (probation period);
  - (ii) **Clause 30** (annual leave);
  - (iii) **Clause 31** (personal leave, excluding unpaid carer's leave);
  - (iv) **Clause 51.2** (notice of termination - Permanent Employees); and
  - (v) such other Clauses of this Agreement which are clearly expressed to apply only to Permanent Employees.

#### 7.6. Reasonable additional hours

In determining whether additional hours are reasonable, the following factors shall be taken into account:

- (a) any risk to health and safety;
- (b) the Employee's family responsibilities;
- (c) the operational requirements of the business and the expectations of the role held by the Employee;
- (d) the notice given by Morgan's Supa IGA to the Employee to work additional hours;
- (e) the Employee's hours of work over the preceding 4 Weeks.

### 8. PROBATION PERIOD

- 8.1. Permanent Employees employed after the Commencement Date shall be employed subject to a 3 month probation period of employment.
- 8.2. During the probation period, the Employee or Morgan's Supa IGA may terminate employment with the giving of 1 weeks' notice or payment in lieu.
- 8.3. The length of any period/s of leave or absence taken during an Employee's probation period will be added to the length of the Employee's probation period.
- 8.4. **Promotion**
- (a) Should an Employee be promoted to a new position at any time during their employment with Morgan's Supa IGA, that new position will be subject to a 3 month probation period.
  - (b) During this probation period, either Morgan's Supa IGA or the Employee may revoke the promotion and Morgan's Supa IGA will reinstate the Employee to their former position and Wage Rate, or a comparable position and Wage Rate if the former position is not available. Such a revocation and reinstatement is deemed not to constitute termination of employment at the initiative of Morgan's Supa IGA.

### 9. CONSULTATION

- 9.1. This term applies if:

- (a) Morgan's Supa IGA has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (b) the change is likely to have a significant effect on Employees of the enterprise.
- 9.2. In this term, "**relevant Employees**" means the Employees who may be affected by the major change.
- 9.3. Morgan's Supa IGA must notify and consult with the relevant Employees of the decision to introduce the major change.
- 9.4. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 9.5. As soon as practicable after making its decision, Morgan's Supa IGA must:
- (a) discuss with the relevant Employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures Morgan's Supa IGA is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.
- 9.6. Morgan's Supa IGA is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.7. Morgan's Supa IGA must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.8. In this term, a major change is likely to have a significant effect on Employees if it results in:
- (a) major change to the composition, operation or size of Morgan's Supa IGA's workforce or to the skills required of Employees; or
  - (b) the alteration of hours of work; or
  - (c) the need to relocate Employees to another workplace; or
  - (d) the restructuring of jobs.

## 10. FAIR WORK INFORMATION STATEMENT

Morgan's Supa IGA shall give to each new Employee the Fair Work Information Statement before, or as soon as practicable after, the Employee starts employment.

## PART C - JOB CLASSIFICATIONS AND DUTIES

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### 11. JOB CLASSIFICATIONS

- 11.1. Morgan's Supa IGA employs Employees to work in the Job Classifications set out in **Schedule 1**. Job Classifications will be confirmed in the Letter of Engagement.
- 11.2. Any change to an Employee's Job Classification shall be made in consultation with the Employee and will be communicated in writing.

### 12. FLEXIBILITY OF DUTIES

- 12.1. Any job description provided to an Employee should be read as a general guide. Morgan's Supa IGA may direct any Employee:
- (a) to carry out such duties as are within the limits of the Employee's skill, competence and training; and
  - (b) to use such business tools or equipment as may be required, provided that the Employee has been properly trained in the use of such business tools and equipment.
- 12.2. Employees are expected to willingly accept flexibility of jobs and duties throughout their employment and to take all reasonable steps to achieve quality, accuracy, efficiency and completion of any reasonable job or task assigned by Morgan's Supa IGA.
- 12.3. A reasonable change in duties to accommodate Morgan's Supa IGA's business needs, that does not result in the Employee performing duties associated with a higher Job Classification, will not attract any extra payment and will not be grounds for the termination of employment.

### 13. LOCATION AND TRANSFER OF EMPLOYMENT

- 13.1. Morgan's Supa IGA employs Employees at various business premises.
- 13.2. Morgan's Supa IGA may relocate Employees from one location to another, on a permanent or temporary basis, to accommodate the needs of the business.

## PART D - HOURS OF WORK AND BREAKS

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### 14. SPREAD OF HOURS

- 14.1. Employees may be rostered to work between the hours of 6:00 am to 1:00 am Monday to Sunday, inclusive of public holidays, and:
- (a) a maximum of 10 Rostered Hours of Work on any Shift;
  - (b) subject to **Clause 14.2**, a maximum of 7 consecutive working days;

(c) subject to **Clause 14.3**, a minimum engagement in any Shift of 2.5 hours.

14.2. An Employee may be rostered to work up to a maximum of 10 consecutive working days provided:

- (a) the Employee expressly agrees in writing to work in excess of 7 consecutive working days;
- (b) the Employee is not regularly rostered to work in excess of 7 consecutive working days, that is, such rostering is limited to peak trading times and other exceptional events such as store refurbishment or stocktaking;
- (c) the Employee shall be entitled to a period of no less than 3 consecutive days off following any period of working 10 consecutive working days.

14.3. An Employee may work a minimum engagement of under 2.5 hours where the purpose of such an engagement is for participation in a team meeting or training activities.

14.4. The Letter of Engagement shall set out the Employee's indicative spreads of hours.

14.5. Any change to an Employee's indicative spread of hours shall be communicated in writing.

**15. ROSTERS**

15.1. Employees will be notified of start and finish times of each Shift (including of any change to start and finish times) in accordance with the Employee's indicative spread of hours.

15.2. In the case of Permanent Employees, Morgan's Supa IGA shall endeavour to give at least 1 weeks' notice prior to changing a Permanent Employee's roster, subject to Morgan's Supa IGA changing the roster by giving only 24 hours' notice if:

- (a) the change is made necessary by unforeseen circumstances; or
- (b) the Employee and Morgan's Supa IGA agree to the change.

**16. MEAL AND REST BREAKS**

16.1. Employees shall receive meal and rest breaks as follows:

For Shifts of 4 hours or less	No breaks
For Shifts of more than 4 hours and up to 5 hours	1 x 10 minute rest break
For Shifts of more than 5 hours and up to 7 hours	1 x 30 minute meal break
For Shifts of more than 7 hours	1 x 30 minute meal break 2 x 10 minute rest breaks

16.2. For the avoidance of doubt, time that is taken as a paid rest break shall be counted as time worked within the meaning of Rostered Hours of Work. Time that is taken as an unpaid meal break shall not be counted as time worked within the meaning of Rostered Hours of Work.

- 16.3. Meal breaks and rest breaks are, in all cases, to be taken at times which are convenient to Morgan's Supa IGA's business.

## **17. SHIFT PENALTIES**

- 17.1. Subject to **Clause 17.4**, Non Salaried Employees paid in accordance with Minimum Wage Rate Option A shall be entitled to be paid an additional 50% of the Wage Rate for all work performed:
- (a) Monday to Friday before 7:00am;
  - (b) Monday to Friday after 10:00pm;
  - (c) all day Saturday;
  - (d) all day Sunday; and
  - (e) on public holidays.
- 17.2. Subject to **Clause 17.4**, Non Salaried Employees paid in accordance with Minimum Wage Rate Option B shall be entitled to be paid an additional 50% of the Wage Rate for all work performed:
- (a) Monday to Friday before 7:00am;
  - (b) Monday to Friday after 10:00pm;
  - (c) Saturday after 6:00pm;
  - (d) all day Sunday; and
  - (e) on public holidays.
- 17.3. For the avoidance of doubt, penalty rates payable to Relief Employees shall be calculated with reference to the Wage Rate excluding casual loading, plus the 25% casual loading, also calculated with reference to the Wage Rate.
- 17.4. Employees paid the Loaded Wage Rate shall not be entitled to the payment of the shift penalties outlined in this Clause.

## **18. OVERTIME**

- 18.1. This Clause only applies to Non Salaried Permanent Employees.
- 18.2. Overtime is:
- (a) hours worked outside an Employee's indicative spread of hours, as set out in **Clause 14.1**; or
  - (b) hours worked in excess of 38 hours per Week;
- provided that such additional hours have been authorised by Morgan's Supa IGA.
- 18.3. Overtime shall, at the option of Morgan's Supa IGA, be paid in accordance with either column (a) or column (b), but not both, as outlined below:

	(a)	(b)
For the first 2 hours of Overtime in a Shift	150% of the Ordinary Wage Rate outlined in the applicable Minimum Wage Rate Schedule	1.5 hours paid time off in lieu for each hour of Overtime worked
For Overtime in excess of 2 hours in a Shift	200% of the Ordinary Wage Rate outlined in the applicable Minimum Wage Rate Schedule	2 hours paid time off in lieu for each hour of Overtime worked

18.4. For the avoidance of doubt, each Shift's work shall stand alone for the calculation of Overtime.

## 19. PAID TIME OFF IN LIEU

19.1. Paid time off in lieu should be taken within 4 weeks from the Overtime hours being worked where the operational requirements of the business allow.

19.2. Accrued time off in lieu not taken within 4 weeks from the date it has accrued will, at the discretion of Morgan's Supa IGA, be paid as Overtime or credited to the Employees annual leave balance.

## 20. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

20.1. This Clause shall only apply to:

- (a) Permanent Employees; or
- (b) long term Relief Employees who have a reasonable expectation of continuing employment with Morgan's Supa IGA on a regular and systematic basis;

with at least 12 months continuous service with Morgan's Supa IGA.

20.2. Subject to **Clause 20.3** an Employee who is a parent, or has responsibility for the care, of a child may request Morgan's Supa IGA for a change in working arrangements to assist the Employee to care for the child if the child:

- (a) is under school age; or
- (b) is under 18 and has a disability.

20.3. A request for flexible working arrangements pursuant to **Clause 20.2** must:

- (a) be in writing; and
- (b) set out the details of the change sought and the reasons for the change.

20.4. Morgan's Supa IGA must give the Employee a written response within 21 days stating whether the Employee's request has been granted. Morgan's Supa IGA may only refuse the request on reasonable business grounds. If Morgan's Supa IGA refuses the request, Morgan's Supa IGA must provide the Employee with details of the reasons for the refusal.

## **21. TEAM MEETINGS AND TRAINING**

21.1. Morgan's Supa IGA shall endeavour to schedule team meetings and training to take place during Employee Rostered Hours of Work.

### **21.2. Optional team meetings and training**

- (a) Morgan's Supa IGA may, from time to time, request Employees to attend team meetings outside Rostered Hours of Work.
- (b) Subject to **Clause 21.3**, Employees shall not be entitled to any additional payment for time spent in attendance at team meetings, training or other employee gatherings.

### **21.3. Mandatory team meetings and training**

- (a) Morgan's Supa IGA may require an Employee to attend a team meeting or training outside the Employee's Rostered Hours of Work where this is reasonable, having regard to the factors prescribed at **Clause 7.6**.
- (b) In the event that Morgan's Supa IGA requires an Employee to attend a team meeting or training outside their Rostered Hours of Work, the Employee shall be paid the Wage Rate for the period for which the Employee was required to be present.
- (c) For the avoidance of doubt:
  - (i) Part time trainees undertaking accredited workplace training shall not be paid for time spent at off-the-job training;
  - (ii) Full time trainees and apprentices undertaking accredited workplace training shall be paid for time spent at off-the-job training.

## **PART E - WAGES, SUPERANNUATION AND BENEFITS**

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## **22. MINIMUM WAGE RATE SCHEDULES**

22.1. Subject to **Clause 22.2**, Morgan's Supa IGA shall designate the Minimum Wage Rate Schedule applicable to an Employee in the Employee's Letter of Engagement.

22.2. An Employee may only be paid in accordance with Minimum Wage Rate Schedule Option C where the Employee expressly requests or agrees to do so in accordance with the form prescribed in **Schedule 5**.

22.3. The nominated Minimum Wage Rate Schedule applicable to an Employee may only be changed with the agreement of the Employee and shall be confirmed in writing.

22.4. Only one Minimum Wage Rate Schedule may apply to an Employee at any particular point in time. Morgan's Supa IGA and an Employee may not agree to the payment of Wage Rates contained within different Minimum Wage Rate Schedules.

## **23. PAYMENT OF WAGES**

- 23.1. Employees will be paid weekly.
- 23.2. It is each Employee's obligation to provide correct bank details to Morgan's Supa IGA and advise Morgan's Supa IGA promptly if there are any changes to those details.
- 23.3. Pay-slips giving details of earnings and deductions will be issued electronically after each payment of wages.

## **24. GUARANTEE OF EARNINGS**

- 24.1. Morgan's Supa IGA guarantees that it will, at all times, pay all Employees no less than nominated Minimum Wage Rate Schedule which shall be adjusted from time to time to ensure that the Wage Rates specified therein meet or exceed the minimum hourly rate of pay prescribed under the relevant modern award as it operates on 31 July in each year.
- 24.2. For the purposes of **Clause 24.1**, a reference to the relevant modern award is a reference to the modern award that would have applied to an Employee but for the operation of this Agreement.

## **25. TRAINEE WAGE RATES**

- 25.1. Morgan's Supa IGA may engage Employees as trainees in certain Job Classifications, pursuant to a training contract registered and approved by the relevant state training body.
- 25.2. Trainees shall, as a minimum, be paid in accordance with the minimum wage rates under the *National Training Wage Award* ("**the Training Award**"), or such other relevant successor industrial instrument. Where the Training Award refers to a relevant award, this shall be taken to be a reference to this Agreement.

## **26. SUPERANNUATION**

- 26.1. The Wage Rate is exclusive of superannuation.
- 26.2. Subject to **Clause 26.3**, superannuation for Employees employed under this Agreement shall be governed by the provisions of the *Superannuation Guarantee (Administration) Act 1992* (as amended from time to time).
- 26.3. Morgan's Supa IGA will pay superannuation contributions into REST, and the provisions in the *Superannuation Guarantee (Administration) Act 1992* relating to choice of superannuation fund shall not apply.
- 26.4. For the purposes of this Clause, the expression "**ordinary time earnings**" includes the Wage Rate and performance related bonuses but does not include Overtime entitlements, discretionary bonuses or payments to reimburse expenses.

## **27. SALARY SACRIFICE**

- 27.1. Morgan's Supa IGA may agree to allow an Employee to forgo part of their Wage Rate in return for additional contributions being made into their superannuation fund by way of salary sacrifice.
- 27.2. In the event that an Employee decides, for any reason whatsoever, to stop participating in such salary sacrificing, arrangements will be made to reinstate the amount sacrificed to the Employee's Wage Rate.

## **28. EXPENSES**

- 28.1. Employees shall be reimbursed for all reasonable travel, accommodation and like expenses incurred in the course of carrying out of the Employee's duties, provided Morgan's Supa IGA has previously authorised such expenses and:
- (a) for reimbursement for reasonable travel expenses—the Employee has provided Morgan's Supa IGA with a timesheet indicating the number of kilometres travelled and the reason for the travel; and
  - (b) for reimbursement of all other expenses—a tax invoice relating to the expense has been provided.
- 28.2. Reimbursement for reasonable travel expenses does not include travel which is undertaken as part of the daily tasks required to complete an Employee's duties. Further, it does not include travel for the purposes of attending meetings, training sessions and conferences, unless approved by Morgan's Supa IGA prior to the travel being undertaken.
- 28.3. For the avoidance of doubt, expenses incurred in travelling to and from work at the commencement and conclusion of a Shift shall not be subject to reimbursement.

## **PART F - LEAVE ENTITLEMENTS**

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### **29. GENERAL LEAVE PROVISIONS**

- 29.1. All paid leave provided for in this Agreement shall be paid at the Wage Rate.
- 29.2. The rules set out in the *Fair Work Act 2009* in relation to the taking of leave will apply in conjunction with this Agreement.
- 29.3. Leave entitlements for Part time Employees shall accrue and be calculated on a pro-rata basis.
- 29.4. Except where specifically indicated to the contrary, Relief Employees shall not have an entitlement to leave under this Agreement.
- 29.5. Any request to be paid the value of leave accruals in advance of taking a period of leave must be made to Morgan's Supa IGA no less than 2 weeks before the commencement of the period of leave.
- 29.6. All absences from work must be communicated to Morgan's Supa IGA as soon as practicable, and where possible, prior to the commencement of the Employee's Shift.

### **30. ANNUAL LEAVE**

- 30.1. Employees are entitled to 4 weeks' annual leave in each year of employment, to be taken at times agreed by the Employee and Morgan's Supa IGA.
- 30.2. Annual leave accrues on a pro-rata basis throughout the year, is cumulative and is paid out upon termination of employment.
- 30.3. If possible, a request for the taking of annual leave should be made at least 4 weeks in advance. Morgan's Supa IGA may reasonably refuse a request for annual leave where the operational requirements of the business necessitate such a refusal.

30.4. Morgan's Supa IGA prefers and encourages Employees to take all accrued annual leave within 12 months of accruing that annual leave.

30.5. Any entitlement to annual leave loading of 17.5% is incorporated in the Wage Rate.

30.6. **Requirement to Take Annual Leave**

Morgan's Supa IGA may require an Employee to take a period of annual leave in particular circumstances, but only where such a request is reasonable, including, but not limited to, where the Employee has excessive accrued annual leave.

30.7. **Cashing in of Annual Leave**

- (a) This Clause shall not apply to Employees paid a Loaded Wage Rate.
- (b) An Employee may elect, and Morgan's Supa IGA may agree, to cash in a particular amount of the Employee's accrued annual leave.
- (c) Any agreement to cash in an amount of an Employee's annual leave must be in writing.
- (d) Morgan's Supa IGA and the Employee must not agree to the Employee cashing in an amount of accrued annual leave if the agreement would result in the Employee's remaining leave balance being less than 4 weeks.
- (e) Any agreement to cash in an amount of an Employee's annual leave must be in accordance the *Fair Work Act 2009*.

## 31. **PERSONAL LEAVE**

31.1. Employees are entitled to 10 days' personal leave in each year of employment.

31.2. Personal leave accrues on a pro-rata basis, is cumulative and is not paid out upon termination of employment.

31.3. Personal leave may be used as follows:

- (a) as "**sick leave**" - in the event of personal illness or injury; or
- (b) as "**carer's leave**" - to provide care or support to a member of the Employee's Immediate Family or household, who requires care and support because of:
  - (i) a personal illness or injury of a member; or
  - (ii) an unexpected emergency affecting the member.

31.4. In order to qualify for the payment of personal leave:

- (a) the Employee must take all reasonable steps to inform Morgan's Supa IGA of any expected period of absence from work due to personal leave prior to the start of the Shift on which the Employee is rostered to work or, in exceptional circumstances, as soon as is reasonably practical, in order that alternative staffing arrangements may be made; and

- (b) to substantiate all absences for personal leave the Employee must give Morgan's Supa IGA evidence to satisfy as reasonable person as to the Employee's inability to work or, in the case of carer's leave, confirming the illness or injury of the person being cared for by the Employee.

31.5. The documentary evidence required in accordance with **Clause 31.4** must be given to Morgan's Supa IGA as soon as is reasonably practicable (which may be before or after personal leave has started).

31.6. **Sick Leave and Workers' Compensation**

Employees are not entitled to paid sick leave for any period in respect of which they are entitled to workers' compensation.

**32. PAYMENT OF ANNUAL LEAVE AND PERSONAL LEAVE AS LOADED WAGE RATE**

32.1. By agreement between a Permanent Employee and Morgan's Supa IGA, all paid annual leave and personal leave provided for in this Agreement may be paid as a Loaded Wage Rate as outlined in **Schedule 4**, in accordance with the following conditions:

- (a) The Employee's Loaded Wage Rate is inclusive of an additional loading representing a pro-rata payment of the entitlement to annual leave and personal leave;
- (b) The Employee will still accrue a pro-rata entitlement to take annual leave and personal leave, however, when such annual leave or personal leave is taken it will be unpaid; and
- (c) If an Employee's Loaded Wage Rate increases after the Employee has received payment of unused accrued annual leave and personal leave, but before the Employee takes such annual leave or personal leave, Morgan's Supa IGA will, at the time the Employee takes such unpaid annual leave or personal leave, pay to the Employee an amount equal to the difference between:
  - (i) the former pro-rata payment of the Employee's entitlement to annual leave or personal leave; and
  - (ii) the new pro-rata payment of the Employee's entitlement to annual leave or personal leave.

32.2. Any Overtime loadings payable pursuant to **Clause 18**, pro rata long service leave payable pursuant to **Clause 36.2**, payment in lieu of notice payable pursuant to **Clause 51.2** or severance pay payable pursuant to **Clause 53.3** shall be calculated with reference to the respective Ordinary Wage Rate prescribed under Minimum Wage Rate Schedule Option A exclusive of any loading for annual leave and personal leave.

32.3. An Employee paid the Loaded Wage Rate shall be paid the Loaded Wage Rate for all hours of work, and shall not be entitled to the payment of additional penalty rates except where otherwise expressly provided in this Agreement, or agreed in writing between Morgan's Supa IGA and the Employee.

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

- 33.1. Employees (including Relief Employees) shall be entitled to up to 2 days' unpaid carer's leave for each occasion where a member of the Employee's Immediate Family, or a member of the Employee's household, requires care or support during such a period because of:
- (a) a personal illness, or injury, of the member; or
  - (b) an unexpected emergency affecting the member.
- 33.2. To be entitled to take unpaid carer's leave in accordance with this Clause:
- (a) in the case of Permanent Employees, the entitlement to paid personal leave in accordance with **Clause 30.7** must be exhausted; and
  - (b) if required by Morgan's Supa IGA, the Employee must give Morgan's Supa IGA evidence to satisfy as reasonable person as to the illness or injury of the person being cared for by the Employee.
- 33.3. Any absence from work in excess of 2 days must be specifically authorised by Morgan's Supa IGA.

### **34. COMPASSIONATE LEAVE**

- 34.1. Permanent Employees are entitled to up to 2 days' paid compassionate leave on each occasion of the following:
- (a) for the purposes of spending time with a person who is a member of the Employee's Immediate Family or household who has a personal illness, or injury, that poses a serious threat to his or her life; or
  - (b) after the death of a member of the Employee's Immediate Family or household.
- 34.2. If Morgan's Supa IGA requests reasonable evidence of the illness, injury or death, the Employee must provide such evidence in order to receive payment for compassionate leave.
- 34.3. Casual Employees shall be entitled to compassionate leave in accordance with this Clause, save that such leave shall be unpaid.

### **35. PARENTAL LEAVE**

- 35.1. Full time, Part time and eligible relief Employees shall be entitled to 12 months' unpaid maternity, paternity and adoption leave on the terms and conditions set out in the *Fair Work Act 2009*. Morgan's Supa IGA may refuse a request to extend an Employee's period of maternity, paternity or adoption leave where there are reasonable operational grounds to do so.
- 35.2. The period of unpaid maternity leave can commence any time up to 6 weeks before the expected date of birth of the child and end not less than 6 weeks after the pregnancy ends, the precise timing and duration of the leave to be a matter for the Employee to arrange with Morgan's Supa IGA.
- 35.3. Every application for maternity leave must be submitted not less than 10 weeks prior to the commencement date of the leave and must be supported by a certificate from a qualified medical practitioner stating the expected date of birth.

35.4. Nothing contained in this clause prevents Morgan's Supa IGA granting the payment of accrued annual leave or long service leave for any part of the period of unpaid maternity leave.

35.5. **Returning from Parental Leave**

(a) An Employee will notify Morgan's Supa IGA of their intention to return to work after a period of parental leave no less than 4 weeks before:

- (i) the expiration of the Employee's parental leave; or
- (ii) if the Employee wishes to return to work before the expiration of their parental leave, the date the Employee proposes to return to work;

whichever is the earlier.

(b) Subject to the *Fair Work Act* 2009, Employees who take parental leave are entitled to return to same position they held with Morgan's Supa IGA before the commencement of the parental leave period.

**36. LONG SERVICE LEAVE**

36.1. **Accrued long service leave**

If an Employee has completed at least 10 years of service with Morgan's Supa IGA, the Employee will be entitled to take 0.8667 weeks of long service leave for every 1 year of continuous service with Morgan's Supa IGA.

36.2. **Proportionate long service leave on termination of employment**

(a) Subject to **Clause 36.2(b)**, if an Employee's employment ends after no less than 7 years of employment, the Employee will be entitled to payment of an amount of long service leave equal to 0.8667 weeks of long service leave for every 1 year of continuous service with Morgan's Supa IGA.

(b) An Employee shall not be entitled to the payment of proportionate long service leave on termination where Morgan's Supa IGA terminates the employment of the Employee because of the serious misconduct of the Employee in accordance with **Clause 52**.

36.3. **Amount of long service leave**

(a) For the purposes of this Clause, the number of hours the Employee is paid for each week of long service leave is taken to be:

- (i) the average weekly number of hours worked by the Employee in the preceding 12 months; or
- (ii) the average weekly number of hours worked by the Employee in the preceding 5 years;

whichever is the greater.

(b) Long service leave is paid at the Wage Rate the Employee is entitled to:

- (i) where the Employee is taking long service leave—at the commencement of taking a period of long service leave; or
- (ii) where an amount is paid to the Employee in lieu of taking long service leave—at the time the amount is paid to the Employee.

#### 36.4. **Continuous service**

- (a) For the purposes of this Clause, continuous service will be considered to have been broken where:
  - (i) the Employee resigns his or her employment (irrespective of the period between resignation and re-engagement); or
  - (ii) in the case of Relief Employees, there is an absence of 3 months or more between engagements.
- (b) The following types of absences do not break, but are not counted, as periods of continuous service:
  - (i) an absence from work on unpaid adoption, maternity or paternity leave;
  - (ii) any absence on account of illness or injury in excess of 48 weeks in any year; or
  - (iii) a period of time between termination and re-engagement of an Employee where the employment of the Employee is terminated by Morgan's Supa IGA.

#### 36.5. **Cashing in Long Service Leave**

An Employee who has been employed by Morgan's Supa IGA for no less than 7 years may apply in writing to cash in their long service leave entitlement (or part thereof) in exchange for payment. Morgan's Supa IGA may, in its discretion, grant this application.

### 37. **JURY SERVICE LEAVE**

- 37.1. Subject to **Clause 37.2**, a Permanent Employee required to attend jury service during their ordinary working hours shall, for the first 10 days of such service, be reimbursed by Morgan's Supa IGA an amount equal to the difference between the amount paid to them under the *Juries Act* 2000, and the wages the Employee would have received had they worked during that time.
- 37.2. In order to receive payment for jury service, the Employee must provide proof of attendance at jury service and of any payment received.

### 38. **COMMUNITY SERVICE LEAVE**

- 38.1. Subject to **Clause 38.2**, an Employee who engages in a voluntary emergency management activity shall be entitled to be absent from the workplace for a period equal to:
  - (a) the time during which the Employee engages in the activity;
  - (b) reasonably travelling time associated with the activity; and
  - (c) reasonable rest time immediately following the activity;

provided that the Employee's absence is reasonable in all the circumstances.

- 38.2. The Employee must provide Morgan's Supa IGA with:
- (a) notice of their absence, advising of the expected period of the absence, either before the commencement of the activity or as soon as practicable following commencement of the activity; and
  - (b) reasonable evidence that the Employee is absent from work because the Employee has been or will be engaging in a voluntary emergency management activity.
- 38.3. Any absence from work on a period of community service leave shall be unpaid, unless agreed by Morgan's Supa IGA otherwise.

### **39. PUBLIC HOLIDAYS**

- 39.1. Public holidays are those days (including substituted public holidays) declared or prescribed as public holidays in accordance with public holiday legislation in the Employee's State of employment.
- 39.2. Morgan's Supa IGA may request that an Employee work on a public holiday. An Employee may refuse to work on a public holiday provided such refusal is reasonable.

### **40. FLEXIBILITY FOR FAMILY RESPONSIBILITIES**

- 40.1. Morgan's Supa IGA is committed to establishing a flexible, family-friendly workplace that includes the implementation of work arrangements to help staff members balance family and work responsibilities while ensuring the requirements of the business are met.
- 40.2. A Permanent Employee may make a request in writing for a reduction in days or hours of work on a temporary or ongoing basis. Such a request will be duly considered taking into account personal circumstances, business requirements and Morgan's Supa IGA's Policies.
- 40.3. If Morgan's Supa IGA agrees to a reduction in an Employee's days or hours of work, the arrangement shall be confirmed in writing and a pro-rata reduction in the Employee's Wage Rate and other entitlements shall occur.

### **41. CONTINUOUS SERVICE**

- 41.1. Any period of paid leave under **Clauses 30, 30.7, 34, 35, 36, or 37**, or time off on a public holiday under **Clause 38.2** will be counted as continuous service for the purposes of future leave accrual.
- 41.2. Any period of unpaid leave under **Clauses 32 or 35**, or hours not worked for a prescribed period in accordance with **Clause 40**, will not break continuous service, but will not be counted as continuous service, for the purposes of future leave accrual.

## **PART G - THE WORKPLACE GENERALLY**

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### **42. GRATUITIES**

- 42.1. Employees agree to inform Morgan's Supa IGA of any receipt of, or offer to make, any form of bonus, incentive, gift, payment, inducement, reimbursement or like reward received from

any person they may have come into contact with as a result of or as a consequence of their employment with Morgan's Supa IGA.

- 42.2. Morgan's Supa IGA reserves the right to direct that Employees do not accept receipt of or that Employees are not entitled to retain the benefit of any such bonus, incentive, gift, payment, inducement, reimbursement or like reward.

#### **43. UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT**

- 43.1. Employees may be required to wear a uniform and/or personal protective equipment ("PPE") supplied by Morgan's Supa IGA.
- 43.2. In accordance with **Clause 55**, all uniforms and PPE remain the property of Morgan's Supa IGA.
- 43.3. Damaged and/or worn PPE will be replaced on a fair wear and tear basis provided that the PPE is provided to Morgan's Supa IGA for replacement.
- 43.4. Unless otherwise agreed by Morgan's Supa IGA, Employees will be responsible for laundering their uniforms.

#### **44. COMPUTER & COMMUNICATION FACILITIES**

- 44.1. No Employee may use a mobile phone which is not necessary for the performance of their duties during work hours.
- 44.2. Morgan's Supa IGA directs that the company network or server, internet and email facilities and computer systems and associated hardware and software must only be used for business purposes and in accordance with Morgan's Supa IGA's Policies.
- 44.3. Morgan's Supa IGA reserves the right to record and monitor all communications (including electronic, telephone and internet communications) to ensure Employees are not misusing company facilities or otherwise acting in breach of this Agreement.
- 44.4. The value of any excessive use of internet and email facilities which is not related to the performance of an Employee's duties shall be deducted from the Employee's pay pursuant to **Clause 56**.
- 44.5. All information stored on computers, discs, networked systems (and their drives) and/or in email accounts is the property of Morgan's Supa IGA.
- 44.6. All use of Morgan's Supa IGA's systems must conform to state and federal laws relating to equal employment opportunity, sexual harassment and anti discrimination and Morgan's Supa IGA's policies.
- 44.7. Failure by any Employee to abide by the terms of this Clause may result, depending on the circumstances, in disciplinary action and/or the termination of employment.

#### **45. SUSPENSION**

An Employee may be stood down on full pay, pending an investigation, if Morgan's Supa IGA receives a complaint from another Employee or customer, or it is otherwise suspected that the Employee has, or may have, committed a serious breach of this Agreement or one of the matters listed in **Clause 52**.

## 46. STAND DOWN

- 46.1. Morgan's Supa IGA shall have the right to stand an Employee down without pay where the Employee cannot be usefully employed because of a natural disaster, or power failure, or any stoppage of work by a cause for which Morgan's Supa IGA cannot reasonably be held responsible.
- 46.2. This Clause does not operate to affect continuity of employment for the purposes of accrual of leave entitlements.

## PART H - FURTHER EMPLOYMENT OBLIGATIONS

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### 47. CONFIDENTIAL INFORMATION

#### 47.1. Definition

**"Confidential Information"** includes all information regarding the business, trade secrets and commercially valuable information of Morgan's Supa IGA, its Related Bodies Corporate, including without limitation:

- (a) All information relating to Customers (eg Customer lists, databases or records, particular Customer transactions and the state of Customer accounts) to which the Employee is privy as a result of their employment with Morgan's Supa IGA;
- (b) All information relating to suppliers of goods and services and Morgan's Supa IGA arrangements with any other third parties;
- (c) All information relating to Morgan's Supa IGA including products, pricing, manuals, books, Policies and personnel;
- (d) All matters relating to the business and marketing plans and strategies, technical data and financial information of Morgan's Supa IGA;
- (e) All systems, processes, designs, methods, drawings, know-how, specifications, intellectual property, computer hardware, software or programs of Morgan's Supa IGA; and
- (f) Any information or document which an Employee has been given or which has come to their attention during their employment with Morgan's Supa IGA which, from its nature and content, is or would reasonably be expected to be confidential.

#### 47.2. Obligations

- (a) Employees may use Confidential Information for the sole purpose of providing services to Morgan's Supa IGA in the course of employment. Employees must not use Confidential Information for any other purpose without the express written approval of a member of the Morgan's Supa IGA executive management team.
- (b) Employees must not remove Confidential Information from the premises of Morgan's Supa IGA without the express written approval of a member of the Morgan's Supa IGA executive management team.

**47.3. Application**

- (a) This Clause shall also not apply to Confidential Information that is or subsequently comes into the public domain (unless this is due to a breach of confidentiality) or information required to be disclosed by law.
- (b) Employees agree that the obligations contained in this Clause shall survive termination of employment with Morgan's Supa IGA.
- (c) Nothing in this Clause, nor in this Agreement, shall be taken as in any way prohibiting or restricting disclosure or details of this Agreement by either party to any other person.

**47.4. Acknowledgement**

Employees acknowledge that Confidential Information is of considerable commercial value to Morgan's Supa IGA. Any disclosure of Confidential Information in breach of this Agreement will cause Morgan's Supa IGA damage that cannot adequately be compensated by any award of damages. Morgan's Supa IGA shall be entitled to an injunction to restrain an Employee from disclosure of this Confidential Information and this remedy shall be in addition to any award of damages that may be made in favour of Morgan's Supa IGA.

**48. CONFLICTS OF INTEREST AND SECONDARY EMPLOYMENT**

48.1. During employment Employees must not engage in any activity that may conflict in any way with their employment at Morgan's Supa IGA. Failure by an Employee to notify Morgan's Supa IGA of any activities or proposed activities which may result in a conflict of interest may result in disciplinary action, or in serious cases, termination of employment.

48.2. Permanent Employees:

- (a) are not permitted to accept work external to Morgan's Supa IGA where such work may adversely impact on their working hours, commitments or accountabilities associated with their role with Morgan's Supa IGA, or where such work represents a conflict of interest with their role with Morgan's Supa IGA; and
- (b) If an Employee is contemplating secondary employment external to Morgan's Supa IGA, the Employee is required to initially discuss their intention with their Manager prior to accepting such a position. Morgan's Supa IGA will not unreasonably refuse consent to secondary employment where such other work does not constitute a conflict of interest.

**49. NON-DISPARAGEMENT**

49.1. Employees must not make any disparaging or damaging statement or comment to any person, including the media, in relation to or in connection with Morgan's Supa IGA's business, or on behalf of Morgan's Supa IGA or in relation to the Morgan's Supa IGA brand name generally.

49.2. All Employees must promptly notify Morgan's Supa IGA of any events that arise that are likely to result in Morgan's Supa IGA receiving media attention.

- 49.3. For the avoidance of doubt, nothing in the Clause prevents any Employee from making a complaint to a competent authority or taking other appropriate action against their Employer as is reasonably necessary to protect the Employee's workplace rights

## **50. CONFIDENTIALITY, INTELLECTUAL PROPERTY & POST EMPLOYMENT OBLIGATIONS**

Morgan's Supa IGA may, at any time, request an Employee to execute a separate deed relating to confidential information, intellectual property and/or post employment obligations which will operate in conjunction with obligations contained in this Agreement.

## **PART I - ENDING EMPLOYMENT**

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### **51. NOTICE OF TERMINATION**

#### **51.1. Relief Employment**

Morgan's Supa IGA shall notify a Relief Employee in the event that the Employee is to be offered no further engagements.

#### **51.2. Permanent Employment**

- (a) Permanent employment can be terminated by either party on the giving of the following periods of notice (or, at the discretion of Morgan's Supa IGA, payment in lieu of notice):

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

- (b) An Employee over 45 years of age with at least 2 years' continuous service with Morgan's Supa IGA, an additional 1 week's notice (or payment in lieu of notice) shall be given by Morgan's Supa IGA.

- (c) During any period of notice, Morgan's Supa IGA is not obliged to provide an Employee with any work or work of a particular kind. Morgan's Supa IGA may direct that the Employee does not attend Morgan's Supa IGA premises and may further direct that the Employee only carry out duties as directed by Morgan's Supa IGA.

- 51.3. Any payment in lieu of notice shall be equal to the Wage Rate the Employee would have received in respect of the hours (excluding Overtime, if applicable) that would have been worked by the Employee during the period of notice had the Employee not been terminated.

### **52. TERMINATION WITHOUT NOTICE**

- 52.1. Morgan's Supa IGA may immediately, without notice or payment in lieu of notice, terminate the employment of an Employee if the Employee is guilty of serious misconduct. Serious misconduct includes, but is not limited to:

- (a) Wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of employment;
- (b) Conduct that causes serious risk to the health or safety of a person, or the reputation, viability or profitability of Morgan's Supa IGA business;
- (c) Engaging in theft, fraud or assault;
- (d) Harassing, sexually or otherwise, or discriminating against other employees, contractors or customers of Morgan's Supa IGA;
- (e) Being intoxicated or under the influence of drugs at work;
- (f) Refusing to carry out a lawful, reasonable instruction by a supervisor or manager; or
- (g) Neglect of duty;

and, in such case, the Employee will be paid all entitlements due to the date of the termination of employment, upon the return of all Morgan's Supa IGA property as required by **Clause 55**.

52.2. **"Neglect of duty"** in this Clause includes the repeated failure by an Employee to attend for work without lawful excuse or prior notification to Morgan's Supa IGA on 3 occasions or more.

### **53. REDUNDANCY**

53.1. This Clause shall not apply to:

- (a) A Relief Employee;
- (b) An Employee offered suitable alternative employment;
- (c) An Employee terminated as a consequence of serious misconduct that justifies termination without notice;
- (d) An Employee on a probation period in accordance with **Clause 7.6**;
- (e) An Employee with less than 1 year's continuous service with Morgan's Supa IGA; and
- (f) An Employee engaged for a specific period of time or for a specified task or tasks.

#### **53.2. Discussions before Redundancy**

- (a) Where Morgan's Supa IGA has made a definite decision that it no longer wishes the job you or other Employees have been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour, the decision may lead to termination of employment. In such circumstances, Morgan's Supa IGA shall hold discussions with you or other Employees directly affected.
- (b) The discussions shall take place as soon as is practicable and shall cover, amongst other matters, the reasons for the proposed terminations, measures to avoid or minimize the terminations and measures (if any) to mitigate any adverse effects of the terminations on yourself or other Employees concerned.

- (c) During such discussions, Morgan's Supa IGA shall not be required to disclose Confidential Information, the disclosure of which would be detrimental to its interests.

### 53.3. **Severance Pay**

In addition to the period of notice prescribed for termination in **Clause 51**, where employment is terminated on the basis of redundancy, the affected Employee shall be entitled to the following amount of severance pay in respect of the Employee's period of continuous service:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- 53.4. "**Week's Pay**" means the usual wage rate which the Employee would have received for working ordinary hours during the relevant period.

### 53.5. **Time Off During Notice Period**

- (a) In the case of redundancy, during the period of notice set out in **Clause 51** the Employee 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. The Employee shall give to Morgan's Supa IGA at least 24 hours notice of the requirement to take time off during this notice period.
- (b) If an Employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of Morgan's Supa IGA, produce proof of attendance at an interview.
- (c) Any personal leave taken during the period of notice must be evidenced by a medical certificate from a registered medical practitioner in order to qualify for payment of personal leave entitlements.

### 53.6. **Suitable Alternative Employment**

No severance pay shall be payable in the following circumstances:

- (a) if the Employee is offered a position with equivalent pay and similar status by Morgan's Supa IGA or a Related Body Corporate ("**Suitable Alternative Employment**") ; or

- (b) if the business of Morgan's Supa IGA is transferred, transmitted, sold or assigned to another employer (in this Clause called the "**New Employer**"), in any of the following circumstances:
  - (i) where the Employee accepts employment with the New Employer which recognises the period of continuous service which the Employee has with Morgan's Supa IGA; or
  - (ii) where the Employee rejects an offer of Suitable Alternative Employment with the New Employer.

#### 53.7. **Transfer to Lower Paid Duties**

- (a) In the event that the position of an Employee is made redundant, and Suitable Alternative Employment is not available, Morgan's Supa IGA may offer and the Employee may accept a transfer to lower paid duties.
- (b) Where an Employee refuses such an offer of transfer to lower paid duties, the Employee will be entitled to severance pay in accordance with the severance pay scale set out in **Clause 53.3**.
- (c) Where the Employee accepts such an offer of transfer to lower paid duties, the Employee will not be entitled to severance pay but will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee had been terminated. Morgan's Supa IGA may, however, make payment in lieu thereof of an amount equal to the difference between the Employee's former wage rate and the Employee's new lower Base Rate of Pay for the number of weeks' notice still owing.

### **54. ABANDONMENT OF EMPLOYMENT**

If an Employee is absent from work, without just cause, for a continuous period of 3 working days or Shifts, without the consent of Morgan's Supa IGA and without notification to Morgan's Supa IGA, it will be deemed that the Employee has abandoned their employment with Morgan's Supa IGA. In such a case, Morgan's Supa IGA shall only be required to pay the Employee the wages and accrued leave entitlements payable to the last day worked.

### **55. PROPERTY OF MORGAN'S SUPA IGA**

- 55.1. When the employment of an Employee is terminated, the Employee must return to Morgan's Supa IGA all property of Morgan's Supa IGA which is in their possession, custody or control. This includes, without limitation, tools, vehicles, uniforms, footwear, keys, sign on cards, fuel cards, equipment, documents, Policies, manuals, or other information whether in electronic, written or other form. Employees undertake not to retain any copies of any such property.
- 55.2. Morgan's Supa IGA has the right to withhold any final pay until all property is returned as required by this Clause.
- 55.3. An Employee is responsible for all loss and damage suffered by Morgan's Supa IGA due to wilful acts or negligence on the part of the Employee caused during their employment, including loss and damage to property belonging to Morgan's Supa IGA.

**56. DEDUCTIONS**

Morgan's Supa IGA reserves the right to deduct from an Employee's wages or, upon the termination of their employment, to deduct from their final pay, including from any accrued leave entitlements, any sums owed to Morgan's Supa IGA by the Employee relating to their employment, in respect to the following:

- 56.1. any overpayments of wages or over-reimbursement of expenses;
- 56.2. the value of any unaccrued leave taken in advance;
- 56.3. the value of charges associated with excessive internet and email usage pursuant to **Clause 44.4**;
- 56.4. if the Employee fails to work out the required notice period as set out in **Clause 51.2**, an amount equal to the Wage Rate the Employee would have received had the Employee worked out the required notice period;
- 56.5. the replacement value of any property belonging to Morgan's Supa IGA provided to an Employee or under the Employee's control for the purposes of completing their employment duties that the Employee has not returned upon termination or has been returned in a damaged state (subject to fair wear and tear); and
- 56.6. in particular, the replacement value of any uniforms that the Employee has not returned upon termination or has been returned in a damaged state (subject to fair wear and tear).

**SIGNATURE OF THE PARTIES**

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**EXECUTED** as an Agreement by Morgan's Supa IGA and its Employees.

**SIGNED FOR AND ON BEHALF** of **NEPERO PTY LTD** (ACN 134 738 284) :

.....  
Name of Nepero Pty Ltd representative

.....  
Signature

.....  
Date

.....  
Date

.....  
Address

.....  
Position

**IN THE PRESENCE OF:**

.....  
Name of witness

.....  
Signature

.....  
Date

.....  
Date

.....  
Address

**SIGNED FOR AND ON BEHALF** of the **EMPLOYEES**

.....  
Name of Employee representative

.....  
Signature

.....  
Date

.....  
Date

.....  
Address

.....  
Position

**IN THE PRESENCE OF:**

.....  
Name of witness

.....  
Signature

.....  
Date

.....  
Date

.....  
Address

**SCHEDULE 1 - JOB CLASSIFICATIONS**

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**1. Manager**

Employees classified as Manager shall include employees responsible for the management of a particular store or department, including responsibility for the co-ordination of employees in other Job Classifications.

**2. Senior Administration**

Employees classified as Senior Administration shall include Employees engaged in any of the following duties:

- a. Co-ordinating and supervising Employees engaged in Accounts and Administrative Support;
- b. Administering high level financial and business reports; and
- c. Does not include a member of the executive management team.

**3. Accounts**

Employees classified as Accounts shall include Employees engaged in any of the following duties:

- a. Processing of invoices to franchisees;
- b. Payment of creditor and debtor accounts; and
- c. Processing and reporting of financial matters for stores.

**4. Administrative Support**

Employees classified as Administrative Support shall include Employees engaged in any of the following duties:

- a. Data entry;
- b. Reception;
- c. Administrative support to Employees classified at higher administrative levels.

**5. Shop Assistant**

Employees classified as Shop Assistants shall include Employees engaged in any of the following duties:

- a. operating a cash register as a cashier;
- b. stacking, stocking, stocktaking, preparation and presentation of shelves and display stands;
- c. collection of shopping trolleys;
- d. assistance in the preparation of foodstuff for sale;
- e. weighing, wrapping, pre-packing and packing of foodstuff, groceries, produce and other goods;
- f. providing customer service and engaging in incidental matters of general housekeeping.

**6. Bakers and Apprentice Bakers**

Employees classified as Bakers and Apprentice Bakers shall mean any Employee trade qualified or indentured, as appropriate to perform bakery duties.

**7. Butchers and Apprentice Butchers**

Employees classified as Butchers and Apprentice Butchers shall mean any Employee trade qualified or indentured, as appropriate to perform butchery duties.

**SCHEDULE 2 – MINIMUM WAGE RATE SCHEDULE – OPTION A**

Employees paid in accordance with this Minimum Wage Rates Option A may perform work as follows:

	<i>Applicable Wage Rate for Non-salaried Permanent Employees</i>	<i>Applicable Wage Rate for Relief Employees (including casual loading)</i>
Monday to Friday 7.00am to 10.00pm	100%	125%
Monday to Friday 10.00pm to 7.00am	150%	175%
Saturday, Sunday and Public Holidays	150%	175%

Salaried Employees may perform work within the abovementioned spread of hours. In accordance with **Clause 7.3(b)**, a Salaried Employee's salary is paid for all hours of work. Salaried Employees shall accordingly not be entitled to the penalty rates outlined above.

<b>MANAGER</b>		
<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Hourly Wage Rate for Relief Employees</i>	<i>Minimum Salary for Full Time Employees</i>
\$20.50	\$25.62	\$1,030.00

<b>SHOP ASSISTANT</b>			
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Hourly Wage Rate for Relief Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Adult	\$18.75	\$23.44	\$945.00
20 years	\$16.87	\$21.09	\$850.00
19 years	\$15.00	\$18.75	\$755.00
18 years	\$12.75	\$15.94	\$645.00
17 years	\$10.50	\$13.12	\$530.00
16 years and under	\$9.37	\$11.72	\$475.00

<b>SENIOR ADMINISTRATION</b>		
<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Hourly Wage Rate for Relief Employees</i>	<i>Minimum Salary for Full Time Employees</i>
\$20.29	\$25.37	\$970.00

<b>ACCOUNTS</b>			
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Hourly Wage Rate for Relief Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Adult	\$18.93	\$23.66	\$905.00
20 years	\$17.04	\$21.29	\$815.00
19 years	\$15.14	\$18.93	\$725.00
18 years	\$13.25	\$16.56	\$635.00
17 years	\$11.36	\$14.20	\$545.00
16 years and under	\$9.46	\$11.83	\$455.00

<b>ADMINISTRATIVE SUPPORT</b>			
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Hourly Wage Rate for Relief Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Adult	\$17.29	\$21.61	\$825.00
20 years	\$15.56	\$19.45	\$745.00
19 years	\$13.83	\$17.29	\$660.00
18 years	\$12.10	\$15.13	\$580.00
17 years	\$10.37	\$12.97	\$495.00
16 years and under	\$8.64	\$10.81	\$415.00

<b>BAKER</b>			
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Hourly Wage Rate for Relief Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Qualified	\$20.00	\$25.00	\$1,005.00
4th year apprentice	\$17.27	n/a	\$870.00
3rd year apprentice	\$15.25	n/a	\$770.00
2nd year apprentice	\$11.59	n/a	\$585.00
1st year apprentice	\$9.14	n/a	\$460.00

<b>BUTCHER</b>			
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Hourly Wage Rate for Relief Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Qualified	\$19.64	\$24.56	\$990.00
4th year apprentice	\$18.46	n/a	\$930.00
3rd year apprentice	\$16.50	n/a	\$830.00
2nd year apprentice	\$12.57	n/a	\$635.00
1st year apprentice	\$9.82	n/a	\$495.00

**SCHEDULE 3 – MINIMUM WAGE RATE SCHEDULE – OPTION B**

Employees paid in accordance with this Minimum Wage Rates Option B may perform work as follows:

	<i>Applicable Wage Rate for Non-salaried Permanent Employees</i>	<i>Applicable Wage Rate for Relief Employees (including casual loading)</i>
Monday to Friday 7.00am to 10.00pm	100%	125%
Saturday 7.00am to 6.00pm	100%	125%
Monday to Friday 10.00pm to 7.00am	150%	175%
Saturday 6.00pm to 7.00am	150%	175%
Sunday and Public Holidays	150%	175%

Salaried Employees may perform work within the abovementioned spread of hours. In accordance with **Clause 7.3(b)**, a Salaried Employee's salary is paid for all hours of work. Salaried Employees shall accordingly not be entitled to the penalty rates outlined above.

<b>MANAGER</b>		
<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Hourly Wage Rate for Relief Employees</i>	<i>Minimum Salary for Full Time Employees</i>
\$21.86	\$27.32	\$1,070.00

<b>SHOP ASSISTANT</b>			
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Hourly Wage Rate for Relief Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Adult	\$19.99	\$24.99	\$980.00
20 years	\$17.99	\$22.49	\$880.00
19 years	\$15.99	\$19.99	\$785.00
18 years	\$13.59	\$16.99	\$665.00
17 years	\$11.20	\$13.99	\$550.00
16 years and under	\$10.00	\$12.50	\$490.00

<b>BAKER</b>			
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Hourly Wage Rate for Relief Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Qualified	\$21.33	\$26.66	\$1,045.00
4th year apprentice	\$18.41	n/a	\$905.00
3rd year apprentice	\$16.26	n/a	\$795.00
2nd year apprentice	\$12.35	n/a	\$605.00
1st year apprentice	\$9.75	n/a	\$480.00

<b>BUTCHER</b>			
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Hourly Wage Rate for Relief Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Qualified	\$20.95	\$26.18	\$1,025.00
4th year apprentice	\$19.69	n/a	\$965.00
3rd year apprentice	\$17.60	n/a	\$865.00
2nd year apprentice	\$13.41	n/a	\$660.00
1st year apprentice	\$10.47	n/a	\$515.00

**SCHEDULE 4 – MINIMUM WAGE RATE SCHEDULE – OPTION C**

Employees paid in accordance with this Minimum Wage Rates Option C may perform work as follows:

	<i>Applicable Loaded Wage Rate for Non-salaried Permanent Employees</i>
All Hours of Work	100%

Employees paid in accordance with this Minimum Wage Rates Option C are paid a Loaded Wage Rate in accordance with the provisions of **Clause 32**.

Salaried Employees may perform work within the abovementioned spread of hours. In accordance with **Clause 7.3(b)**, a Salaried Employee's salary is paid for all hours of work.

<b>MANAGER</b>	
<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Salary for Full Time Employees</i>
\$26.16	\$1,115.00

<b>SHOP ASSISTANT</b>		
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Adult	\$23.93	\$1,020.00
20 years	\$21.54	\$920.00
19 years	\$19.15	\$820.00
18 years	\$16.27	\$695.00
17 years	\$13.40	\$575.00
16 years and under	\$11.97	\$510.00

<b>SENIOR ADMINISTRATION</b>	
<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Salary for Full Time Employees</i>
\$22.72	\$970.00

<b>ACCOUNTS</b>		
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Adult	\$21.19	\$905.00
20 years	\$19.08	\$815.00
19 years	\$16.96	\$725.00
18 years	\$14.84	\$635.00
17 years	\$12.72	\$545.00
16 years and under	\$10.60	\$455.00

<b>ADMINISTRATIVE SUPPORT</b>		
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Adult	\$19.37	\$825.00
20 years	\$17.43	\$745.00
19 years	\$15.50	\$660.00
18 years	\$13.56	\$580.00
17 years	\$11.62	\$495.00
16 years and under	\$9.69	\$415.00

<b>BAKER</b>		
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Qualified	\$25.53	\$1,090.00
4th year apprentice	\$22.04	\$940.00
3rd year apprentice	\$19.46	\$830.00
2nd year apprentice	\$14.79	\$630.00
1st year apprentice	\$11.67	\$500.00

<b>BUTCHER</b>		
	<i>Minimum Hourly Wage Rate for Full Time and Part Time Employees</i>	<i>Minimum Salary for Full Time Employees</i>
Qualified	\$25.07	\$1,070.00
4th year apprentice	\$23.57	\$1,005.00
3rd year apprentice	\$21.06	\$890.00
2nd year apprentice	\$16.05	\$685.00
1st year apprentice	\$12.53	\$535.00

**SCHEDULE 5 – ELECTION TO BE PAID LOADED WAGE RATES**

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I, \_\_\_\_\_, elect to be paid in accordance with the Option C Minimum Wage Rate Schedule outlined in the *Morgan's Supa IGA Enterprise Agreement 2010* ('the Agreement').

In making this election, I acknowledge that:

1. I will be paid a flat rate of pay for all hours of work, including those performed on a weekend or public holiday.
2. My hourly rate of pay includes a component for the payment of annual leave and personal leave whereby I am paid in advance for my leave entitlements as I work.
3. Subject to point 4 of this election, I am entitled to take annual leave and personal leave in accordance with **Clauses 30** and **31** of the Agreement respectively, save that such leave will be unpaid in light of having been paid in advance for such leave as part of my hourly rate of pay.
4. In the event that my hourly rate of pay is increased prior to taking a period of leave for which I have been paid in advance, I will be paid a "top up" amount at the time I take my leave to take into account my increased Wage Rate during that period.
5. I am entitled to:
  - a. the payment of overtime in accordance with **Clause 18** of the Agreement;
  - b. the payment of pro rata long service leave on termination in accordance with **Clause 36.2** of the Agreement;
  - c. payment in lieu of notice of termination in accordance with **Clause 51.2** of the Agreement; and
  - d. payment of severance pay in accordance with **Clause 53.3** of the Agreement;

save that payments will be calculated with reference to the applicable minimum Wage Rate prescribed at Option A, and not my Loaded Wage Rate.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by [state name]: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_