

RAFFWU Dangerfield/Princess Highway Member Claims

Unanimously Endorsed by Members on 26 September 2023

Claims to be made and pursued on behalf of those members who have appointed the Retail and Fast Food Workers Union (RAFFWU) as their bargaining representative.

That Factory X Pty Ltd include in a new Enterprise Agreement, to cover all store-based employees at Dangerfield and Princess Highway stores across Victoria, the following terms and conditions:

Wages

1. A minimum wage of \$32 per hour to be paid with all allowance, loadings and penalty rates (inclusive of overtime) applied on top
 - a. Yearly wage increase is to be the higher of the Minimum Wage or Award Wage (expressed as a percentage) increase set by the Fair Work Commission in its Annual Wage Review.
 - b. Supervisors to be paid 110% of the base rate, 2IC & 3IC paid 115%, store managers paid 120%
2. That superannuation be paid at 15% for all workers
 - a. The payment is to be irrespective of age, hours worked, or income earned
 - b. The payment is to be included during all paid and unpaid leave, and all worked hours
3. Abolition of Junior Rates
4. Workers to be paid weekly
5. When a worker is underpaid, they will receive a \$50 bonus payment with their back-pay in the following pay-run
 - a. When a payment that is missed is outstanding by more than a week, the total owed will be doubled each week until it is paid (e.g.: \$100 is missed in original pay cheque, following pay cheque to include original missed \$100 and \$50 missed payment bonus for a total of \$150, if missed again payment will be \$300, if missed again payment will be \$600, etc)
6. Breaks to be scheduled according to the following;
 - a. Shifts 4+ hours long: 1 paid 15 minute break
 - b. Shifts 5+ hours: 2 paid 15 minute breaks
 - c. Shifts 6+ hours: 2 paid 15 minute breaks , and, 1 unpaid 30 minute break
 - d. Shifts 7+ hours: 3 paid 15 minute breaks, and, 1 unpaid 30 minute break
 - e. Shifts 8+ hours: 4 paid 15 minute breaks, and, 1 unpaid 30 minute break
 - f. Shifts 9+ hours: 4 paid 15 minute breaks, and, 2 unpaid 30 minute break
 - g. Shifts 10+ hours: 5 paid 15 minute breaks, and, 2 unpaid 30 minute breaks
 - h. Shifts 11+ hours: 6 paid 15 minute breaks, and, 2 unpaid 30 minute breaks
 - i. Shifts 12 hours: 6 paid 15 minute breaks, and, 3 unpaid 30 minute breaks
 - j. No rostered shift will last longer than 10 hours
 - k. Workers may elect to use their break time as they see fit

Job Security

1. After 3 months employment a casual employee will be offered the option to convert to a permanent part-time role
 - a. Contract hours to be no lower than the greater of; an average of six hours per week over a roster period, or, the average of the total hours worked over the last three months, and, will be agreed upon with the employee

- b. Sick leave, and any other types of unplanned absences, are to be included as timed work for the purpose of calculating the average hours worked
 - c. The offer will be made every 12 months
 - d. Casuals who have met the requirements prior to the EBA being agreed upon will be offered to convert to a permanent part-time role immediately
2. After 9 months employment a part-time employee will be offered the option to convert to a full time role
 3. Any permanent employee who works above their contracted hours
 - a. Will be offered to add the average of the extra hours worked to their contracted hours, and, this will occur every six months
 4. Probation period to be the following 3 months after first contract is signed, and no new probationary period will start due to changes of contract including moving from a casual to part or full time contract
 5. Contracts will be signed for specific store locations
 - a. Staff members may still elect to pick up/cover shifts at other sites

Leave

1. Unpaid leave of any duration not to be unreasonably refused
2. Paid sick leave of 20 days provided to all workers including casual workers
 - a. Accrues yearly
 - b. A sick worker is not responsible for providing a replacement for their shift
 - c. Casual workers to receive one 'grace' sick day every 2 months where a medical certificate and/or statutory declaration is not required
3. Paid menstruation leave of 25 days provided to all workers including casual workers
 - a. Accrues yearly
4. Paid additional leave of 20 days provided to all workers including casuals workers, who are experiencing; intimate partner, domestic and/or family abuse
5. 5 weeks of annual leave provided to all employees including casual workers
 - a. Accrues yearly
6. 20 weeks paid leave for gender affirmation or any gender transition related need
 - a. Applies to all workers including casual workers
7. Paid Cultural and Ceremonial Leave for all employees identifying as First Nations People to undertake cultural or ceremonial responsibilities including sorry business and NAIDOC week activities, and for workers from cultures for whom important cultural activities do not fall on established Public Holidays (such as Eid Festivals, Diwali and other culturally important events)
8. References to immediate or specific familial relationships for personal and compassionate leave to be removed and an acknowledgement that LGBTQIA+ workers are often excluded from traditional family relationships
9. Any leave application submitted 6 weeks prior to the leave, irrespective of any purported black out period, cannot be refused
10. Sick leave, personal/carers leave and compassionate leave cannot be refused at any time
11. Leave starts accruing from initiation of employment
 - a. 12 months is calculated as an anniversary of initiation of employment

Occupational Health & Safety

1. Every store to always have a worker on duty who is
 - a. First aid trained
 - b. Mental health first aid trained
 - c. Fire warden
2. Store Managers, or an acting Store Manager where there is one, to be compliance trained
3. No worker to be working alone in a store for more than 30 minutes

- a. In the case where a staff member arrives at work and is the only person attending, and the company cannot provide a replacement, the store will close
4. Company wide worker satisfaction and mental health at work survey to be conducted yearly and kept anonymous
 - a. Results available to all workers for the company as a whole, including a breakdown of the results for each state and region for comparison
 - b. Workers will also be provided with the results for the store they have assessed, which is dictated by
 - i. The store a worker has worked the most hours at over the past 12 months
 - ii. Where a worker has requested a transfer they may elect to assess the current location
 - c. Any issues that arise must be assessed and an action plan developed by the company
 - i. The company will organise a meeting with workers within 1 week of results being published to consult with workers to improve workplace well being
 - ii. The company will resolve the issue within three weeks, and will hold a secondary meeting with the staff after 6 months
5. Upon an assault, case of harassment or a serious injury of any nature occurring in a workplace the store will be closed, an investigation will be performed and action taken in consultation with workers to make the workplace safer
6. FactoryX is responsible for communicating to their customers in the event of a store closure and/or a change to a store's operational hours, not the store workers
7. Where workers request an on site security guard for a store one will be provided
8. Comprehensive heat, cold and weather policy including additional paid breaks for working in hot areas (inside store temperature) with:
 - a. 15 minute per hour breaks when the temperature is above 25 degrees
 - b. 30 minutes per hour when the temperature is above 30 degrees
 - c. 60 minutes per hour breaks when the temperature is above 36 degrees
 - d. Accessible temperature readings in all work areas
 - e. No outside work in heavy rain or storms
 - f. No work when store temperature is below 12 degrees
9. FactoryX will provide evaluations every 6 months of each store and will hold a meeting with the Store Manager, or an acting Store Manager where there is one
 - a. The evaluation will be inclusive of all OHS requirements, including but not limited to; electrical tagging and testing, and surveying fire extinguishers
 - b. One worker, who has been elected by the store, or an HSR where there is one, will attend as a witness to the meeting
 - c. Where a store is OHS non-compliant, the store will close until the situation has been rectified
10. Store management to be given secure access to the emergency contact(s) of workers in their store to help facilitate quick notification of health related emergencies
11. Workers to be paid for any rostered hours that occur during a store closure
12. Each store is to have access to a fridge, microwave, kettle, and sink that has the capacity to dispense safe drinking water

Union Rights

1. Workers are entitled to bring representation to any meeting that is held with any representative of FactoryX, including but not limited to, Store Managers, Area Managers, workers in Head Office, and the People and Culture manager
 - a. FactoryX will provide 3 different dates when proposing a meeting
 - b. Where a group meeting is being organised, the date will take place for when the majority of workers are available, and FactoryX will offer individual meetings for any workers unable to attend
2. When any agreement between FactoryX and any employee/s is not achieved, the Fair Work Commission will be contacted to arbitrate a dispute

3. Any store elected union delegate will be given 6 hours of paid time every two weeks to induct any new workers, and teach any worker about their rights
4. Union delegates to be provided 2 days paid leave every 6 months to receive industrial training including on the enforcement of the agreement
5. Store Managers, or an acting Store Manager where there is one, as well as the Union Delegate, where there is one in a store, to have fortnightly meetings with FactoryX to discuss store operations
 - a. Meetings can be cancelled if a Store Manager, or acting Store Manager where there is one, chooses
 - b. Where there is a Union Delegate in a store, both parties must agree before a meeting is cancelled
 - c. No more than 2 meetings can be cancelled in a row

Training, Policies and Procedures

1. All current company policies to be included into the agreement
 - a. If a policy is subject to change, all workers will be contacted in writing via email and offered an opportunity to consult with FactoryX
2. Workers to receive sufficient and standardised training to be able to confidently perform all tasks in a store, and within their role
 - a. Training for new hires is to be a minimum of 15 hours that span over the course of 2 weeks, and must be completed before they can be inducted into the store's roster
 - b. The first session will be a safety and POS training session, which is not to occur in a store during trading hours
 - c. Every 12 months workers will have a paid training refresher course, the training shift is to last a full day
 - d. Training shifts are not to be included in the store's roster, but approved additional hours
 - e. New employees are to receive a lanyard at the completion of their training period
3. An employee handbook which outlines in simple terms the common processes for running any store will be accessible as a file on Google Drive and as a printed hard copy, kept near the POS in any store
4. A store directory with all updated phone numbers, addresses and operational hours will be accessible as a file on Google Drive and as a printed hard copy, kept near the POS in any store
 - a. Stores will be emailed an updated copy when any of the above details are changed
5. Employee contracts, payslips, and other material relevant to workers to be easily accessible via Dayforce
6. Contracts will be standardised for each level of employment and/or position
 - a. Current and future employees still hold the right to bargain within their own contract should they wish to do so
 - b. If FactoryX makes a change to a standardised contract they will consult with workers first; all employees will receive a copy and sign the new contract, and, in this instance no probationary periods will be enforced on current employees

Store Rostering Hours

1. Rostered hours are to include at least 15 minutes either side of store trading hours to allow for opening and closing procedures to be completed
 - a. A minimum of 2 workers will be rostered for at least 15 minutes before a store opens and after a store closes
2. Before a scheduled shift can be changed, the affected employee must be contacted and give approval of the change in writing
3. New employees are not to be hired for a location unless
 - a. The current workers cannot fulfil the necessary hours
 - b. The current workers have been consulted and have agreed on a new hire
4. Store staffing levels to be calculated by the following;

- a. A minimum of 2 people in strip stores and 3 people in centre stores to be rostered all day from Sunday to Thursday, as well as a 4 hour lunch cover
 - b. A minimum of 3 people in strip stores and 4 people in centre stores to be rostered all day on Friday and Saturday, as well as a 4 hour lunch cover
 - c. Stores that open for late night trading to;
 - i. Have a minimum of 3 people rostered from when the store opens, for a shift that lasts 8 hours
 - ii. Have a minimum of 2 people rostered for 8 hours until the store closes
 - iii. A 4 hour meal break cover to be rostered at the Store Manager's discretion
 - d. A minimum of 1 person is to be rostered for every 200 square metres inside a store, the shifts are to last 8 hours
 - e. For every 20 boxes of stock delivered to a store, an extra worker is to be rostered for a minimum of 6 hours to help process the stock
 - i. No more than 40 boxes, and/or 700 units of stock (including but not limited to; homewares, apparel and accessories) are to be delivered to any store over the course of 7 days
 - ii. In the event where more than 40 boxes arrive, staffing levels are to follow the 1 person per 20 boxes of stock requirement
 - f. A minimum of 1 additional worker to be rostered for an 8 hour shift every day during
 - i. Blackout periods dictated by FactoryX
 - ii. School holidays
 - iii. Public holidays
 - iv. Any known and/or advertised local (near the store location) events
5. Any rostered shift is to be a minimum of 4 hours

Uniforms and Benefits

1. The uniform requirements for employees working in stores are to be:
 - a. 2 items of the following; apparel and/or accessories sold by Dangerfield, Black Friday, and/or Princess Highway, the standardised uniform
 - b. Any shoes can be worn irrespective of brand as long as the toes are enclosed
 - c. A worker can wear any item of clothing and/or accessories as long as it is
 - i. Current season
 - ii. Last season
 - iii. Available for purchase at any location and/or online
 - iv. A part of the standardised uniform
 - d. Workers are able to wear any badge, pin or other accessories they choose, including but not limited to accessories which show support for the LGBTQIA+ community, First Nations community or other minority or community groups.
2. All workers to be provided at no cost; at least 5 items of their own choosing sold by the company at a frequency of every 3 months, and/or, a standardised Dangerfield and/or Princess Highway uniform
 - a. In the case of a standardised uniform, the garments are to have the brand logo embroidered clearly on the clothing and be identifiable
3. In recognition all uniform is to be freely provided by the employer, the Staff Wardrobe Credits (SWC) program will be rebranded Worker Product Credits (WPC) and it will be based off KPIs set and met daily
 - a. WPCs are not to expire
 - b. From Monday-Friday a WPC incentive to be set for online and stock processing to cover staff who work in those capacities, and to reward stores for their extra work
 - c. On Saturday and Sunday a WPC incentive to be set for online
4. In the case of a Multi Sale (4 or more items bought at a total of \$400+), staff will receive a 10% commission, which they can elect to receive as either WPCs or a payment in their next paycheque
5. Worker discounts to be stackable on top of store sales and promotions

Other Conditions

1. When a complaint or grievance is made against another employee, FactoryX is required to have a follow up meeting, either in person or via zoom/phone call should the employee request it, within two weeks of the complaint being made to discuss the outcomes
 - a. An action plan will be provided for the meeting
 - b. The action plan will be resolved within 4 weeks of the meeting
2. Where the company intends to make any changes to a store (including but not limited to; outfit, store trade hours, staff hour limits, etc) the workers must be consulted in writing, provided with a timeline inclusive of dates, and provided with the opportunity to meet with FactoryX if required
3. FactoryX is to provide workers with a written follow up after any meeting that occurs as a phone call, video call, or in-person conversation
 - a. This is inclusive of any correspondence from upper management, as well as other staff members in Head Office
4. Workers to be paid for any meeting held with FactoryX
5. A space to be allowed in every store for workers to display any notices or information of a non-offensive nature
6. Stores to be given a notice of 1 week before a stock action, sale, or visual merchandise change is made in order to adequately prepare
 - a. Mannequins are not to be changed more frequently than every 2 weeks, and, each store is to have at least 1 Curve mannequin and 1 Non-binary mannequin
7. Each store to have a device provided for the purpose of playing music
 - a. The device will have access to a premium Spotify account to which staff members may share music/playlists
8. Each store to have a device provided for the purpose of completing online fulfilment, stock actions, visual merchandise changes, ect, so that the POS can be available for its intended purpose
9. KPIs are to be store based and focussed on the team of workers within the store
 - a. Any monetary KPIs will not be enforced on individuals
10. Requested equipment (including but not limited to; Dangerfield and/or Princess Highway lanyards, printer ink, paper towel and receipt rolls) including any items requested through the supplies spreadsheet will be provided within one week to the store
11. Workers are not required to explain accomplishments in their EOD report, and the 'Under \$1000' document is to be discontinued with no replacement
12. Each store is to receive a paid outing every year for team bonding and development, separate from the annual staff party