

Claims of the Retail and Fast Food Workers Union at Endeavour Group

Final Claims Endorsed by Members on 7 April 2025

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

That Endeavour Group include in a new Enterprise Agreement to cover store-based employees in all stores throughout Australia, by Endeavour Group or any entity controlled by Endeavour Group, the following terms and conditions:

Wages

1. A living wage of at least \$35 per hour as a base rate with all loadings to be paid in addition to the rate;
2. Annual wage increases for each year the agreement is in operation of the higher of:
 - a. CPI in the 12 months ending on 31 March of each year plus 3%,
 - b. 9%, or,
 - c. the annual FWC Minimum Wage Increase plus 3%;
3. A payment to all employees who have been excluded from the extant Dan Murphy's enterprise agreement equivalent to the difference between what they earned and what they would have earned under the General Retail Industry Award 2020 (or its predecessor), calculated on a weekly basis for the period since 1 January 2013;
4. 100% penalty rate for all Sunday hours, 50% for Saturday before 6pm, 75% for Saturday after 6pm, 50% for weeknights after 6pm, 250% for Public Holidays;
5. All uniforms to be provided at no cost to workers and replaced as required, including:
 - a. safety boots (or up to \$300 towards the cost of boots where a worker chooses);
 - b. a minimum 2 pants and 3 shirts for all workers and 5 shirts for full-time workers; and
 - c. tee shirts in summer with the same minimum allocation as above;
6. A laundering allowance of \$1.25 per shift;
7. Cold allowance of \$25 for any shift in which any work is performed in or associated with a fridge or cool room;
8. That superannuation be paid at 12% for all workers, irrespective of age, hours worked, income earned and including during all paid and unpaid leave, and all worked hours;
9. Payment for any shift for which a casual worker is rostered (irrespective of later cancellation);
10. Payment for any second or split shift, including for online training modules completed at home, at overtime rate with second shift a minimum of 4 hours;
11. Payment for any additional hours worked by a part-time workers that are not overtime to be the relevant casual rate, as well as leave accruing and superannuation;
12. A \$50 payslip correction allowance on any occasion an entitlement is not paid properly in the relevant pay period;
13. Higher Duties Allowance paid for entire shift for any period at a higher level on a shift;
14. Right to complete all online modules and any other work on shift and in store, including but not limited to:
 - a. the reading of any work related emails or messages;
 - b. any task identified in recommended work behaviours such as stretching or similar activities; and
 - c. undertaking any work related activity such as participating in fundraising or so-called volunteer activities.
15. Wage increases to be backdated to 30 June 2023 with full back payment of wages.

Job Security

16. Right to a minimum shift length of four hours for all current and future shifts;
17. Rest breaks for shifts of three (3) hours or more;
18. Paid rest breaks to be 20 minutes;
19. No worker not work for more than 4 consecutive hours without a meal break;
20. Any worker rostered alone to be entitled to close their store for the duration of any breaks;
21. No changes to rosters without agreement and, where proposed by management, only following fully disclosed supporting documentation;
22. Casual workers to be entitled to convert to ongoing employment at the same fraction as the average hours worked over the preceding six months;
23. Part-time workers to be entitled to increase their contracted hours by the average hours worked as additional hours to the base contract on a six monthly basis with the hours increase to be permanent;
24. No additional appointments in a store until all workers employed on a casual or part-time basis have been offered the hours and no such worker, competent to perform the work, has applied to work those hours with a period of at least 14 days for notice to workers;
25. Redundancy pay of 4 weeks' pay per year of service or part thereof and 3 months pay in lieu of notice;

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26. 7 days' notice of roster for all casual shifts except in emergencies (such as due to short notice personal leave replacement) and to be notified by SMS where requested;
27. Guaranteed career pathway for any worker who requests a career plan;

Leave

28. Full rates paid during all periods of leave and public holidays, including any penalty rates and loadings;
29. 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.)
30. Entitlement to all workers to have a day in lieu where a public holiday falls on a non-rostered day;
31. Union Picnic Day as an additional public holiday throughout Australia;
32. Personal leave to be granted where notice is given by email, SMS or telephone;
33. 25 days (5 weeks) of annual leave;
34. 15 days paid sick leave for all workers, including casual workers, with no evidentiary burden for single days;
35. 20 days paid carer's leave for the care of a "significant loved one" and additional to sick leave entitlement;
36. 25 days per annum of paid menstruation and menopause leave;
37. 25 days per annum of paid chronic illness leave;
38. Doubling of all compassionate leave entitlements;
39. References to immediate or specific familial relationships for personal and compassionate leave to be removed and an acknowledgement that LGBT workers are often excluded from traditional family relationships;
40. Paid parental leave of 26 weeks for all workers, regardless of gender, with no reference to carer primacy, including for surrogacy, adoption and permanent foster care;
41. 20 days paid additional leave for all workers experiencing intimate partner, domestic or family abuse - whether physical, emotional, mental, financial or otherwise - and additional paid leave as needed;
42. 60 days paid leave for gender affirmation;
43. 10 days paid leave for attendance at industrial relations or dispute resolution training delivered by or for any industrial association per year;

Occupational Health & Safety

44. A minimum 12-hour break between shifts;
45. Guaranteed right to a healthy and safe workplace;
46. Creation of an anonymous reporting system for OHS issues;
47. Fair treatment, anti-discrimination and equal opportunity provisions, including in relation to disciplinary matters;
48. Schedule of actions for abuse incidents in store including that:
 - a. The store closes upon notification or observation of an abuse incident;
 - b. Abuse incidents be defined as any incident involving the abuse by a person of an employee of Endeavour Group, including verbal abuse, intimidatory actions, implied or actual threats, assaults and the like;
 - c. Police be called to attend the store to investigate and prosecute perpetrators;
 - d. Investigation by properly trained experts engaged by Endeavour Group that have no interest in re-opening the store before the incident is thoroughly investigated and systems put in place to ensure the same or similar abuse does not recur;
 - e. Identification of steps to be taken to prevent the same or similar abuse recurring;
 - f. Endeavour Group will promise (in writing) to implement all steps (including any steps before re-opening the store); and
 - g. The store to remain closed until the actions above have been taken;
49. Guaranteed minimum staffing levels which meet the requirements:
 - a. No worker to work alone in a Dan Murphy's department or BWS store;
 - b. Minimum number of workers in larger Dan Murphy's departments – such as minimum 4 in a service department;
 - c. Store specific staffing level to be consulted at the store level and agreed at the department level in each store;
50. Free flu shots for all workers who wish to access them;
51. Comprehensive heat, cold and weather policy including additional paid breaks for working in hot areas with 15 minute per hour breaks when the temperature is above 25 degrees, 30 minutes per hour when the temperature is above 30 degrees and 60 minutes per hour breaks when the temperature is above 36 degrees, accessible temperature readings in all work areas, no outside work in heavy rain or storms and no outside work when temperature below 8 degrees;

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52. Prohibition on use of CCTV to monitor workers and CCTV to be only used to investigate criminal behaviour or genuine health and safety breaches;
53. Gender diversity training to be provided to managers upon the request of a transgender or gender diverse worker with the training to be provided by a peer-only organisation in consultation with the worker making the request;
54. Gender neutral changerooms and toilets, each of which are to be separate from male, female and disabled facilities, to be made available on all new sites and major refurbishments;
55. Provision online and in hard copy on noticeboards all Risk Assessments for procedures and practices for which one exists, and all Product Safety Sheets (including for all equipment and chemicals used in the workplace);
56. Endeavour Group representatives banned from attending the medical appointments of workers;
57. Full provision of cleaning facilities, Personal Protective Equipment (PPE), alcohol-based hand sanitiser and toilet facilities at all work sites - including alcohol-based hand sanitiser freely available at the work station of all workers;
58. Full equipment service log accessible to all workers identifying the maintenance service history of all equipment and next scheduled maintenance work;
59. Each store to have at least one safety guard on site from 12pm to close;
60. Seating made available to all workers for use while operating a POS system;
61. Risk assessments to be provided for all core functions, including safe staffing levels for functions such as splitting and filling loads;
62. Endeavour Group will publish and maintain in each store team room every incident included on the register of incidents redacted for any personal information;
63. All workers to receive in person sexual harassment training and have the right to a support person or representative of their choice when dealing with sexual harassment or other safety issues;

Freedom of Association

64. All workers to have the choice of appointing a representative of their choice for any process under the agreement;
65. Recognition of the principle of Freedom of Association including the rights of workers to join and participate in any industrial association they choose;
66. A joint consultative committee to consider and consult over the implementation of the agreement made up of representatives elected by workers to be convened quarterly or within 14 days upon the request of any member of the committee;
67. Right for workers to post any non-offensive notice relating to their employment on a dedicated notice board;

Other Conditions

68. All personal information of employees, including names and birth dates, to be kept strictly private;
69. Free and readily accessible period care including sanitary items;
70. Payslips to include rostered and actual (clock) day start time, break times, finish times, penalties applicable for the day, allowances and all leave accruals, with a legend to identify and explain key terms, in both whole hours and minutes and fractions of hours and minutes;
71. A minimum 15% discount for workers at any Endeavour Group outlet;
72. Reimbursement for public transport fares for those workers who choose to travel to or from work by public transport;
73. Provision of full bicycle facilities, including secure storage and end of journey shower/change facilities including deodorant, available for use by any workers;
74. Departmental gender target of 50% of persons other than cis-gender men to be achieved through new hires into a department;
75. Requirement that the employer establish in association with the relevant First Nations organisation in each community an acknowledgement of country artwork in a prominent location of the store, visible to customers and workers;
76. No term which is inferior in any way to an equivalent term of the General Retail Industry Award 2020; and
77. Any other claim made during the course of negotiations.