

**Madhav Enterprise Pty Ltd ATF Freya
Family Trust Enterprise Agreement
2024**

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PART A - INTRODUCTION AND APPLICATION

1. TITLE

1.1 This Agreement is the Madhav Enterprise Pty Ltd ATF Freya Family Trust Enterprise Agreement 2024.

2. WHO IS COVERED BY THIS AGREEMENT?

2.1 This Agreement applies to:

2.2 Madhav Enterprise Pty Ltd ATF Freya Family Trust (ABN 44 564 174 511) (referred to as "**we**", "**us**" or "**employer**"); and

2.3 All employees who are employed in one of the following Job Classifications:

- (a) Team Member;
- (b) Supervisor;
- (c) Manager;

2.4 (collectively referred to as "**you**" or "**employee**")

3. WHEN WILL THIS AGREEMENT OPERATE?

3.1 This Agreement will operate from 7 days after it is approved by the Fair Work Commission.

3.2 The Agreement will nominally expire on the 4th anniversary of the approval date.

3.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

3.4 We will ensure that copies of the Agreement and the NES are available to all employees, either at the workplace or through accessible electronic means.

PART B – EMPLOYMENT CONDITIONS

4. LETTER OF OFFER

- 4.1 At the time of your engagement, we will provide you with a letter confirming your commencement date, Job Classification (see Clause 5), employment type (see Clause 6) and your wage rate (see Clause 11).
- 4.2 Any changes to the terms in the letter will be made only by agreement and will be confirmed in writing.
- 4.3 By law, you will also be provided a copy of the Fair Work Information Statement. If you are a casual employee, you will also be provided a copy of the Casual Employment Information Statement.

5. JOB CLASSIFICATION

- 5.1 You will be employed in one of the following Job Classifications as defined below:

Team Member

Working as part of a larger team, you will undertake duties with a focus on customer service including serving customers, delivering food, food preparation (including cooking), cleaning and general restaurant duties. You will greet customers, take orders and receive monies, bank monies, answer questions, make recommendations on the menu and serve customers their meals. You may also be required to open or close the restaurant, undertake stock takes, place approved stock orders, and clean the restaurant (including cleaning of toilets) when required.

Supervisor

In addition to the day to day tasks of a Team Member, you will have the major responsibility of supervising and/or training other Team Members in your team on a day-to-day basis.

Manager

A Manager is appointed to be in charge of the restaurant and, in addition to the duties undertaken by Team Members and Supervisors, has the responsibility of supervising, training, and co-ordinating staff (including Supervisors) and stock.

- 5.2 Regardless of which Job Classification you are employed in, you are required to accept flexibility in the types of duties you undertake from time to time within the limits of your skill, training and qualification.

6. EMPLOYMENT TYPE (I.E. FULL TIME, PART TIME OR CASUAL)

6.1 All employees will be employed as a full time, part time or casual employee.

Full Time Employment

6.2 As a full time employee, you will work an average of 38 ordinary hours per week (averaged over 4 weeks), plus reasonable additional hours.

6.3 You will be paid the relevant wage rate for each hour that you work (see the Minimum Wage Rate Schedule).

6.4 You will provide your availability to your employer via its rostering system each week from which a roster will be created.

Part Time Employment

6.5 As a part time employee, you will work less than 38 ordinary hours per week with reasonable predictability.

6.6 When you commence employment with us, we will agree in writing with you on all of the following:

(a) the number of hours of work which is guaranteed to be provided and paid to you each week or, where we operate a roster, the number of hours of work which is guaranteed to be provided and paid to you over the roster cycle (**Guaranteed Hours**); and

(b) the days of the week on which, and the hours on those days during which you are available to work the Guaranteed Hours (**Availability**).

6.7 Any change to a part time employee's Guaranteed Hours may only be made by written agreement between the employee and the employer (which can include electronic means).

6.8 You will be able to change your Availability each week in writing to the employer, including by electronic means.

6.9 If you vary your Availability and as a result we cannot accommodate your Guaranteed Hours:

(a) your Guaranteed Hours agreed under **Clause 6.6(a)** ceases to apply; and

(b) we will agree with you on a new set of Guaranteed Hours under **Clause 6.6(a)**.

6.10 If we cannot reach an agreement in accordance with **Clause 6.9** then we will revert to the most recently agreed Guaranteed Hours and Availability.

6.11 Hours worked in accordance with a roster based on your Availability will constitute your agreement to work those hours as your ordinary hours for that roster cycle. You may agree or elect to work additional ordinary hours in excess of your Guaranteed Hours up to a maximum of 38 ordinary hours per week (together **Rostered Hours**).

6.12 The minimum daily engagement for a part time employee is 3 consecutive hours or 2 consecutive hours by written agreement between you and your employer.

Casual Employment

- 6.13 As a casual employee, you will be paid an additional casual loading of 25% of the minimum base rate for a full time employee in your Job Classification for each hour you work.
- 6.14 You accept the offer of casual employment on the basis that there is no firm advance commitment to continuing and indefinite working according to an agreed pattern of work.
- 6.15 You will provide your Availability to your employer via its rostering system each week from which a roster will be created.
- 6.16 The minimum daily engagement for a casual employee is 3 consecutive hours or 2 consecutive hours by written agreement between you and your employer.
- 6.17 Offers and requests for conversion from casual employment to full time or part time employment are provided for in the NES.

7. PROBATION PERIOD

- 7.1 Permanent employees employed on or after the Commencement Date, will be employed subject to a 6-month probation period.
- 7.2 During the probation period:
- 7.3 The employer will evaluate, and may provide appropriate feedback on, the employee's performance; and
- 7.4 the employee or the employer may terminate the employee's employment with the giving of 1 week of written notice (or an election to make payment in lieu of notice where such notice is given by the employer).
- 7.5 Any period of unpaid absence by the employee during the probation period will extend the length of the employee's probation period.

PART C – HOURS OF WORK AND BREAKS

8. ROSTERS

- 8.1 Every restaurant will have its own unique trading hours and rosters. We will generally provide rosters to all employees at least 7 days ahead of time, except in exceptional circumstances.
- 8.2 The maximum number of ordinary hours that may be worked on any day by any employee is 11 hours (excluding meal breaks).

Shift Swaps

- 8.3 You can organise a shift swap with another employee if it is authorised by your manager and the person you are swapping with is employed in the same Job Classification.
- 8.4 If you are a part time employee and you agree to a shift swap, the shift that you work will be treated as your ordinary hours for that roster.

9. BREAKS

- 9.1 You will be entitled to rest breaks and meal breaks as follows:

Hours worked per shift	Rest breaks	Meal breaks
Less than 4 hours	No rest break	No meal break
4 hours or more but less than 5 hours	One 10 minute paid rest break	No meal break
5 hours or more but less than 9 hours	One 10 minute paid rest break	One unpaid meal break of at least 30 minutes but not more than 60 minutes
9 hours or more	If 2 unpaid meal breaks are provided:	
	One 10 minute paid rest break	Two unpaid meal breaks of at least 30 minutes but not more than 60 minutes
	Or, if 2 unpaid meal breaks are not provided:	
	Two 10 minute paid rest breaks —one to be taken in the first half of the shift and one in the second half of the shift	One unpaid meal break of at least 30 minutes but not more than 60 minutes

- 9.2 The timing of taking breaks will be agreed between you and your employer. Meal breaks will be allocated by your employer or taken as directed by your supervisor.
- 9.3 You are directed to take your rest breaks and are responsible for ensuring that you take your allotted rest breaks as set out in **Clause 9.1**. If you fail to take your rest break, you will not be provided an additional 10 minutes of pay at the end of your shift.
- 9.4 We will not require you to:
- (a) take a rest break or meal break within the first or the last hour of your work; or
 - (b) take a rest break combined with a meal break; or

- (c) work more than 5 hours without taking a meal break, except in exceptional circumstances.

10. OVERTIME

10.1 Overtime means hours worked by an employee, at the direction of the employer:

- (a) In excess of 38 hours per week (averaged over a 4 week cycle);
- (b) In excess of 11 ordinary hours on any one day;
- (c) For full time and part time employees:
 - (i) In excess of 5 days in one week (or 6 days by mutual agreement);
 - (ii) before the employee's rostered start time on any one day;
 - (iii) after the employee's rostered finish time on any one day; or
- (d) For part time employees - outside your Rostered Hours (unless there is an agreed shift swap as per **Clause 8.4**),

provided the employee has been authorised to work such hours by the employer.

10.2 Overtime hours worked by employees must be paid the following applicable overtime rate:

Time Period	Full time and part time employee Overtime Rate	Casual employee Overtime Rate
First 2 hours of Overtime in a day between Monday and Saturday	150% of the Ordinary Wage Rate	175% of the Ordinary Wage Rate
Overtime: (a) in excess of 2 hours in a day between Monday and Saturday; or (b) on a Sunday.	200% of the Ordinary Wage Rate	225% of the Ordinary Wage Rate
Overtime on a public holiday	250% of the Ordinary Wage Rate	275% of the Ordinary Wage Rate

10.3 When computing the Overtime rate, each day's work stands alone.

PART D – WAGES, SUPERANNUATION AND BENEFITS

11. PAYMENT OF WAGES

- 11.1 You will be paid at least the relevant wage rate set out in the Minimum Wage Rate Schedule.
- 11.2 All wage rates for full-time and part-time employees in the Minimum Wage Rate Schedule will increase only where the applicable minimum base rate of pay under the underpinning Award exceed the wage rate in the Minimum Wage Rate Schedule. For the sake of completeness, each wage rate undergoes its own assessment. An increase of one wage rate for a Job Classification does not automatically mean other wage rates for the same Job Classification will also increase.
- For example, where the minimum base rate of pay under the underpinning Award for a Team Member is increased to \$27, the Ordinary Rate of Pay will also be increased to \$27. The Saturday, Sunday and Public Holiday rate will remain unchanged as they remain higher than the minimum base rate of pay under the underpinning Award.
- 11.3 Where the Ordinary Wage Rate in the Minimum Wage Rate Schedule increases in accordance with **Clause 11.2**, the Casual Wage Rate in the Minimum Wage Rate Schedule will also increase such that the rate remains 25% higher than the Ordinary Wage Rate for the same classification.
- 11.4 You will be paid your wages at least fortnightly in arrears.
- 11.5 It is your responsibility to provide the most up to date banking details to your employer so that wages can be paid to you.
- 11.6 The Employer must pay an Employee no later than 7 days after the day on which the Employee's employment terminates:
- (a) the Employee's wages under the Agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - (b) all other amounts that are due to the Employee under the Agreement and the NES.

12. JUNIOR WAGE RATES

- 12.1 If you are under the age of 21, you will be paid a minimum hourly rate that is a percentage of the full adult rate applicable to your Job Classification as follows:

Age	Percentage of Adult Rate
Under 16 years	40%
16 years	50%
17 years	60%
18 years	70%
19 years	80%
20 years	90%

13. SUPERANNUATION

- 13.1 The wage rates in the Minimum Wage Rate Schedule are exclusive of superannuation.
- 13.2 We will pay superannuation into your nominated superannuation account as required by the relevant superannuation legislation.
- 13.3 If you do not nominate a superannuation fund within 60 days of starting in a role with us, we will pay your superannuation into your stapled superannuation fund, or if this does not exist, the default superannuation fund nominated by your employer, which will have a MySuper option.
- 13.4 Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions:
- (a) Paid leave—while the employee is on any paid leave.
 - (b) Work-related injury or illness—For the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
 - (ii) the employee remains employed by the employer.

14. ALLOWANCES

14.1 Overtime meal allowance

- (a) If you have been directed to work more than one hour of Overtime after the completion of your ordinary shift without being given 24 hours' notice of that Overtime requirement, we will either provide you with a meal or pay you a meal allowance of \$15.23.
- (b) If the Overtime mentioned in this clause is for more than 4 hours, then we will pay you a further meal allowance of \$13.76.

14.2 Cold work allowance

- (a) If you are principally employed on any day to enter cold chambers or to stock or refill refrigerated storages, then we will pay you an allowance of \$0.34 per hour.
- (b) If the temperature in a cold chamber in which where you are required to work is below 0°C, then we will pay you an additional allowance of \$0.52 for a total allowance of \$0.86 per hour.

14.3 Travelling time reimbursement

- (a) If you are required to work on a day at a place other than your usual place of work, we will:
 - (i) pay you for any extra time reasonably spent travelling to and from work in excess of your normal travel times; and

- (ii) reimburse you for any fares reasonably incurred in excess of those normally incurred travelling to and from your residence and usual place of work.
- (b) You will be paid for extra time spent travelling:
 - (i) both ways between your residence and other place of work; or
 - (ii) If we provide you transport from a pick-up point, both ways between your residence and that pick up point.
- (c) You will be paid either your minimum hourly rate for travelling time on a Monday to Saturday, or 150% of your minimum hourly rate for travelling time on a Sunday or Public Holiday.

14.4 **Transport of employee reimbursement**

- (a) We will reimburse your travel costs if all of the following apply:
 - (i) You start or finish work on any day after 10:00pm or before 7:00am;
 - (ii) Your regular means of transport is not available;
 - (iii) you are unable to arrange your own alternative transport; and
 - (iv) We do not provide or arrange free transport for you.
- (b) You will be reimbursed for any cost reasonably incurred in taking a commercial passenger vehicle:
 - (i) from your usual place of residence to your place of work; or
 - (ii) from your place of work to your usual residence.
- (c) Nothing in clause 14.5 will prevent you from choosing to provide your own transport.

14.5 **Motor vehicle allowance**

- (a) If you are required to use your own motor vehicle in the performance of your duties, you will be paid an allowance of:
 - (i) \$0.50 per kilometre if you are engaged primarily to deliver the employer's products to customers using your own motor vehicle; or
 - (ii) \$0.95 per kilometre in any other case.

14.6 **Excess travelling costs**

If you are required to move from one restaurant to another for a period of up to 3 weeks, we will reimburse you any additional travel costs that you incur travelling to and from those restaurants.

14.7 **Moving expenses**

- (a) If you are transferred from one township to another, we will pay the total cost (including fares and other transport charges) of moving you and any member of your Immediate Family who reside in your household.

- (b) **"Immediate Family"** means your spouse or former spouse, your de factor partner or former de factor partner, and you and/or your spouse's child, parent, sibling, grandparent and grandchild. It includes step-relations as well as adoptive relations.

15. WORK-RELATED EXPENSES

- 15.1 You will be reimbursed for all reasonable expenses which you incur whilst carrying out your duties, provided that those expenses have been authorised by us in advance.
- 15.2 Requests for expense reimbursement must be accompanied by a relevant receipt as proof of the expense.
- 15.3 The costs associated with getting to work and returning home after work is not a work-related expense.

16. ACCIDENT PAY

- 16.1 This clause applies to an employee who is receiving weekly workers' compensation payments for an injury suffered by the employee at work.

- 16.2 In this clause:

- (a) 'accident pay' means a weekly payment made by the employer to an employee of an amount that is equal to the difference between:

- (i) the weekly amount the employee is entitled to receive under the applicable workers' compensation legislation; and
- (ii) the weekly rate of pay the employee would have received had they been performing their normal duties within their classification level including, for a casual employee the casual loading but, in any case, not including any excluded payments.

- (b) 'excluded payments' means any of the following:

- (i) over-award payments; or
- (ii) shift loadings; or
- (iii) overtime; or
- (iv) attendance bonus payments; or
- (v) special rates; or
- (vi) fares and travelling allowances; or
- (vii) other similar payments.

- (c) 'injury' has the same meaning as in the applicable workers' compensation legislation.

16.3 Entitlement to the payment

- (a) The employer must pay accident pay to the employee for up to 26 weeks if an employee suffers an injury at work and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation.

- (b) An employee is not entitled to accident pay in respect of:
 - (i) an injury during the first 7 consecutive days (including non-working days) of incapacity; or
 - (ii) any incapacity occurring during the first 2 weeks of employment unless the incapacity continues beyond the first 2 weeks.
- (c) An employee is not entitled to accident pay in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- (d) The entitlement of an employee to accident pay continues on termination of the employee's employment where the termination is:
 - (i) by the employer other than for reasons of the employee's serious or wilful misconduct; or
 - (ii) because of the employer's bankruptcy or the liquidation of the employer's business; in which case, the employee's entitlement to accident pay will be referred to the Fair Work Commission for determination.

16.4 Calculation of the period

- (a) The 26-week period begins from the first day of incapacity for work, whether that day is the date of injury or a subsequent day.
- (b) If the employee is absent from work on more than one occasion because of the injury, the absences are to be treated as cumulative in working out the 26 week period.

16.5 Calculation of the amount

- (a) If accident pay is paid for a period of less than one week, then the amount is calculated on a pro-rata basis.
- (b) For a casual employee, the amount of accident pay is calculated using either:
 - (i) the employee's average weekly ordinary hours with the employer over the previous 12 months; or
 - (ii) if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer.

16.6 Return to work

- (a) If an employee, who is entitled to accident pay, returns to work on reduced hours or modified duties, then the amount of accident pay to which the employee is entitled must be reduced by any amounts paid for performing that work.

16.7 Lump sum payments

- (a) If an employee receives a lump sum payment instead of weekly payments under the applicable workers' compensation legislation in respect of the injury, then the employee's entitlement to accident pay ends from the date of receipt of that payment.

16.8 **Independent recovery of damages**

- (a) If an employee recovers damages from the employer or a third party in respect of the injury independently of the applicable workers' compensation legislation, then the employee:
 - (i) is liable to repay to the employer the amount of accident pay that the employer has paid to the employee under **Clause 16**; and
 - (ii) is not entitled to any further accident pay in respect of the injury.

PART E – LEAVE ENTITLEMENTS

17. ANNUAL LEAVE

- 17.1 Full time and part time employees are entitled to 4 weeks' paid annual leave in each year of employment, to be taken at times agreed between you and your employer.
- 17.2 Annual leave accrues on a pro-rata basis throughout the year, is cumulative and is paid out upon termination of employment.
- 17.3 When you take annual leave, you will be paid at your Ordinary Wage Rate for the ordinary hours you would have otherwise worked during that period.
- 17.4 If you would like to take annual leave, please apply to us as soon as possible and no later than 4 weeks prior to the anticipated leave. We will only refuse your request to take annual leave on reasonable business grounds.

Cashing out of annual leave

- 17.5 If you make a request to receive payment instead of taking annual leave, we can agree in writing to the cashing out of your annual leave provided that your annual leave balance after any cashing out is no less than 4 weeks.
- 17.6 Any agreement to cash out an amount of annual leave must state the amount of annual leave to be cashed out, the payment to be made to the employee and the date on which the payment will be made.
- 17.7 The maximum amount of annual leave that may be cashed out in any 12 month period is 2 weeks.

Excess Leave Accruals

- 17.8 If an employee has an excess accrual of paid annual leave (being more than 8 weeks' annual leave) then we can direct you to take a period of annual leave.
- 17.9 A direction to take a period of annual leave must not be for a period of less than 1 week, commence sooner than 8 weeks or later than 12 weeks from the direction date, or result in your remaining leave accrual being less than 6 weeks at the time of you taking the directed leave.
- 17.10 No annual leave loading is payable under this Agreement as it has been incorporated into the Ordinary Wage Rates in the Minimum Wage Rate Schedule of this Agreement.
- (a) A direction to take a period of annual leave must not:
- (i) Require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (ii) Be inconsistent with any leave arrangement agreed by the employer and the employee.
- 17.11 If you have an excessive leave accrual, then either you or the employer can confer with the other and genuinely try to reach an agreement on how to reduce or eliminate the excessive leave accrual.

17.12 You may only give notice to the employer to request to take one or more periods of paid annual leave if you have genuinely tried and failed reach an agreement under **clause 17.11** and if:

- (a) You have had an excessive leave accrual for more than 6 months at the time of giving notice; and
- (b) You have not been given a direction in line with clause 17.11 that when any other paid annual leave arrangements are taken into account, would eliminate your excessive leave accrual.

Additional week of annual leave for NES shiftworkers

17.13 For the purpose of the NES, a shiftworker means an employee who regularly works on a Sunday or a public holiday ("**regularly**" means more than 34 Sundays and 6 public holidays in a year) in a workplace where shifts are continuously rostered 24 hours a day for 7 days a week.

18. PERSONAL LEAVE

18.1 Full time and part time employees are entitled to 10 days' paid personal/carer's leave in each year of employment.

18.2 Personal/carer's leave accrues on a pro-rata basis, is cumulative and is not paid out upon termination of employment.

18.3 Personal/carer's 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.

18.4 When you take personal/carer's leave, you will be paid at your Ordinary Wage Rate for the ordinary hours you would have otherwise worked during that period.

18.5 If you have used all of your personal/carer's leave, you may take 2 days' unpaid carer's leave for each occasion required.

18.6 Please tell us as soon as possible, which may be after the leave has commenced, about your intention to take personal leave so that alternative staffing arrangements can be made.

18.7 We may ask that you provide a medical certificate to support the reason given for taking personal/carer's leave and withhold payment until such evidence is given.

18.8 You will not be entitled to receive payment for personal leave for any period during which you are entitled to workers' compensation.

18.9 Casual employees are entitled to take carer's leave but it will be unpaid.

19. COMPASSIONATE LEAVE

19.1 Full time and part time employees are entitled to 2 days' paid compassionate leave on each of the following occasion:

- (a) to spend time with a member of your 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 your Immediate Family or household, or the stillbirth of the child who would have been a member of your Immediate Family or household; or
- (c) after you, or your spouse or de facto partner, has a miscarriage.

19.2 Casual employees are also entitled to take compassionate leave but it will be unpaid.

20. OTHER LEAVE & ENTITLEMENTS

20.1 In addition to annual leave, personal/carer's leave and compassionate leave, you will be entitled to take other types of leave in accordance with the *Fair Work Act 2009 (Cth) (Act)* and the NES. This includes, for example, unpaid parental leave, community service leave, jury service leave, long service leave and paid family & domestic violence leave.

21. PUBLIC HOLIDAYS

21.1 As we generally trade on public holidays, we may reasonably ask that you work on a public holiday.

21.2 If you are a full time or part time employee who is absent on a public holiday that falls on a day you would have normally worked, you will be paid at your Ordinary Wage Rate for the ordinary hours you would have otherwise worked on that day.

21.3 You will be paid the Public Holiday Rate in Minimum Wage Rate Schedule if you work on a public holiday.

21.4 Public holidays include:

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Good Friday;
- (d) Easter Monday;
- (e) 25 April (ANZAC Day);
- (f) King's Birthday;
- (g) 25 December (Christmas Day);
- (h) 26 December (Boxing Day); and
- (i) any other day declared or prescribed as a public holiday in the State or Territory where you are employed.

22. STAND DOWN

22.1 You may be stood down without pay if you cannot be usefully employed because of a natural disaster, power failure, or any reason for which your employer cannot reasonably be held responsible (for example, a pandemic).

22.2 During a period of stand down, you can choose to take your accrued annual leave or long service leave, but not personal leave.

23. SUSPENSION

23.1 You may be suspended, pending an investigation, if:

- (a) We receive a complaint from another employee or customer about you; or
- (b) We suspect that you may have engaged in misconduct.

23.2 Full time and part time employees who are suspended under this clause will continue to be paid their usual wages for their rostered hours. Casual employees will not be entitled to payment during any period of suspension.

PART F - ENDING EMPLOYMENT

24. NOTICE OF TERMINATION

- 24.1 If you are a full time or part time employee, your employment with us can be terminated by giving notice.
- 24.2 The minimum notice period required to be given by you if you resign or us if your employment is terminated depends on your period of completed service:

Period of Continuous Service	Minimum Period of Notice
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

- 24.3 If you are over 45 years of age with at least 2 years' continuous service with your employer, you will be given an additional week's notice if your employment is terminated by your employer.
- 24.4 We may elect to make payment in lieu of notice.
- 24.5 Casual employment may be terminated at the end of any shift without any written notice.

Incapacity to Work

- 24.6 If you are absent from performing your duties due to illness or other incapacity for more than 3 months in any 12 month period (excluding paid personal leave or workers compensation), and you fail to demonstrate to us that you will be able to perform your full duties within a reasonable period of time, we may terminate your employment by giving notice.

Abandonment

- 24.7 If you are absent from work for 3 or more consecutive working days without our consent or without notifying us of any reason, we will make reasonable attempts to contact both you and any emergency contact details you have given us. If we still do not learn of the reason for your absence, and there is no indication of an intention by you to attend work, we may terminate your employment by giving notice.

25. ENDING EMPLOYMENT WITHOUT NOTICE

- 25.1 We may immediately, without notice or payment in lieu of notice, terminate your employment if you are found to have engaged in serious misconduct.
- 25.2 "**Serious misconduct**" is defined in the *Fair Work Regulations 2009* (Cth) and in common law to include:
- (a) Wilful or deliberate behaviour 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 the employer's business;

- (c) Engaging in theft, fraud or assault;
- (d) Harassing, sexually or otherwise, or discriminating against other employees, contractors or customers of the employer;
- (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 (including attending for work);

25.3 If your employment is terminated due to serious misconduct, you will be paid your entitlements up to your final working day.

26. REDUNDANCY

26.1 Your employment may be terminated because of redundancy if your employer no longer requires your job to be done by anyone or because of the insolvency or bankruptcy of your employer. If this happens, you may be entitled to receive redundancy pay in accordance with **Clause 26.2** if none of the following apply to you:

- (a) your employer employs fewer than 15 employees at the time the redundancy occurs.

A casual employee is not counted unless at that time they have been employed on a regular and systematic basis.
- (b) the redundancy occurred due to the ordinary and customary turnover of labour.
- (c) you are a casual employee, trainee or an employee who has been engaged for a specified period of time, for a specified task, or for the duration of a specified season.
- (d) you are dismissed without notice for serious misconduct.
- (e) you have less than 1 year of continuous service with your employer.
- (f) your employer's business is sold to a new owner and you accept an offer of employment from the new owner for your current role.
- (g) you are offered an alternative suitable position by your employer.

26.2 Redundancy pay corresponds to the number of years of continuous service you have completed with your employer:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay

Period of Continuous Service	Redundancy Pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

26.3 "Week's pay" means the base rate which you would have received for a week's work, averaged over the previous 4 week period.

27. TIME OFF DURING NOTICE PERIOD

27.1 If we terminate your employment by giving notice, you will be allowed to take one paid day off to find other employment. If the reason for the termination was redundancy, you will be allowed one day off without loss of pay (excluding overtime penalty and shift penalty) during each week of the notice period.

27.2 If you take more than one day off for this purpose during your notice period, you must provide us with proof of attendance at an interview in order to receive payment for the time absent.

28. RETURNING PROPERTY

28.1 Upon termination of your employment or earlier upon our request, you must return us all company owned property in your possession or custody. This includes tools, uniforms, keys, equipment, electronic devices, and confidential information.

29. DEDUCTIONS

29.1 Your employer may reasonably deduct from your wages or, upon the termination of employment from your final pay (excluding from any accrued and unused paid leave entitlements), any sums you owe to your employer in respect to the following:

- (a) Any overpayments of wages or over-reimbursement of expenses;
- (b) If you fail to work out the required minimum notice period as set out in **Clause 24.2**, an amount equal to the wages you would have received had you worked during the required notice period;
- (c) The replacement value of any property belonging to us under your possession or custody which you failed to return as required in **Clause 28**;
- (d) The repair cost (including replacement) of any damage caused to our property other than in the case of genuine wear and tear, or damage, loss or theft for which you cannot be reasonably held responsible; and
- (e) The value of any unaccrued leave we may have allowed you to take in advance.

29.2 A deduction under **Clause 29.1(b)** cannot be made from an employee under the age of 18 years of age.

29.3 Any deductions made from your wages for the purposes of **Clause 29.1** will only be made with your written authorisation and no deductions will be made from your accrued NES entitlements.

PART G - OTHER LEGAL MATTERS

30. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 30.1 You and your employer may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of this agreement if the IFA:
- (a) deals with one or more of the following matters:
 - (i) Clauses 6 and 8 (work hours);
 - (ii) Clause 9 (breaks);
 - (iii) Clause 10 (overtime); and
 - (iv) Clause 21 (payment for public holidays).
 - (b) includes details of:
 - (i) the terms of this Agreement that will be varied by the IFA; and
 - (ii) how the IFA will vary the effect of the terms; and
 - (iii) how you will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
 - (iv) states the day on which the IFA commences.
 - (c) meets the genuine needs of you and your employer in relation to one or more of the matters mentioned in **Clause 30.1**; and
 - (d) is genuinely agreed to by you and your employer.
- 30.2 Your employer must ensure that the terms of the IFA:
- (a) are about permitted matters under section 172 of the Act;
 - (b) are not unlawful terms under section 194 of the Act;
 - (c) result in you being better off overall than you would have been if no IFA was made;
- 30.3 Your employer must ensure that the IFA:
- (a) is in writing; and
 - (b) is signed by you and your employer and, if you are under 18 years of age, signed by your parent or guardian.
- 30.4 Your employer must give you a copy of the IFA within 14 days after it is agreed to.
- 30.5 You or your employer or may terminate the IFA:
- (a) by 28 days written notice to the other party; or
 - (b) at any time if both you and your employer agree in writing.

31. DISPUTE SETTLEMENT PROCEDURE

- 31.1 Where a dispute arises out of the terms of this agreement or in relation to the NES, the following procedure should be followed:
- (a) The matter shall, where possible, first be discussed between you and your immediate manager. Your immediate manager will respond to your complaint as soon as possible.
 - (b) If the issue is not resolved with your immediate manager, you may discuss your complaint with the owner of your employer.
 - (c) If the matter cannot be resolved by discussion as per the steps set out above, you or your employer may refer the dispute to the Fair Work Commission for mediation.
 - (d) If mediation at the Fair Work Commission does not resolve the dispute, you and your employer may agree for a member of the Fair Work Commission to arbitrate the dispute.
- 31.2 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.
- 31.3 No party shall be prejudiced as to the final settlement by the continuance of the work in accordance with this clause.
- 31.4 You are entitled to appoint a representative to attend any meetings held in accordance with this clause, provided that the name of your representative must be provided to your employer prior to the commencement of the meeting.

32. CONSULTATION REQUIREMENTS

- 32.1 By law, your employer must consult with you over the following matters:
- (a) if your employer has made a definite decision to introduce a major change (or changes) to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on you ("**major workplace change**"); or
 - (b) if your employer proposes to introduce a change to your regular roster or ordinary hours of work.

Major Workplace Change

- (c) As soon as practicable after making its decision, your employer must discuss with you:
 - (i) The details surrounding the proposed change(s);
 - (ii) The effect the change(s) are likely to have on you; and
 - (iii) Measures that your employer is taking or will take to avert or mitigate any adverse effect of the change(s) on you.
- (d) For the purposes of the discussion, your employer must provide, in writing, to you:

- (i) Relevant information about the change(s) including the nature of the change proposed; and
 - (ii) Information about the expected effects of the change on you; and
 - (iii) Any other matters likely to affect you.
- (e) Your employer must give prompt and genuine consideration to any matters you raise about the major workplace change.

Change to Regular Roster or Ordinary Hours

- (f) Your employer must:
- (i) Provide you information about the change to your regular roster or ordinary hours of work;
 - (ii) Invite you to give your views about the impact of the change (including any impact in relation to your family or caring responsibilities); and
 - (iii) Consider any views your give about the impact of the change.
- (g) Your employer must give prompt and genuine consideration to matters you raise about the change.
- 32.2 You may appoint a representative for the purposes of all consultation referred to in this clause. During such consultation, your employer will not be required to disclose confidential or commercially sensitive information, the disclosure of which would be detrimental to its interests.
- 32.3 Written details of any such appointment, including the name of the representative, must be provided to your employer at least 24 hours prior to the consultation meeting taking place.

SIGNATURE OF THE PARTIES

The parties acknowledge that this agreement was made under the *Fair Work Act 2009* (Cth) on
8/5/2024 (insert date)

SIGNED FOR AND ON BEHALF
of THE EMPLOYER:

)
)
)

A. Paty

Signature

ANILKUMAR PATEL

Name

8/5/2024

Date

114 NICHOLAS ROAD . HOCKING 6065

Address

DIRECTOR FOR MADHAV ENTERPRISE PTY LTD A/F FREYA
Explanation of authority to sign on behalf of the employers FAMILY TRUST

SIGNED FOR AND ON BEHALF
of the EMPLOYEES:

)
)
)

Elizabeth Van Leeuwen

Signature of Employee Representative

Elizabeth Van Leeuwen

Name of Employee Representative

8-5-2024

Date

21 Brunswick circuit Banksia Grove .

Address of Employee Representative

manager

Explanation of authority to sign on behalf of the employees

MINIMUM WAGE RATE SCHEDULE

Full time and part time employees

	Ordinary Wage Rate	Evening Penalty Rates – 10:00pm to Midnight	Evening Penalty Rates – Midnight to 6:00am	Saturday Rate	Sunday Rate	Public Holiday Rate
Team Member	\$25.56	\$28.11	\$29.39	\$31.95	\$31.95	\$57.51
Supervisor	\$27.50	\$30.25	\$31.63	\$34.38	\$41.25	\$61.88
Manager	\$28.26	\$31.08	\$32.50	\$35.32	\$42.39	\$63.58

Casual employees

	Casual Wage Rate	Casual Evening Penalty Rates – 10:00pm to Midnight	Casual Evening Penalty Rates – Midnight to 6:00am	Casual Saturday Rate	Casual Sunday Rate	Casual Public Holiday Rate
Team Member	\$31.95	\$34.50	\$35.78	\$38.34	\$38.34	\$63.90
Supervisor	\$34.38	\$37.13	\$38.50	\$41.25	\$48.13	\$68.75
Manager	\$35.32	\$38.15	\$39.56	\$42.39	\$49.45	\$70.64