

KAZZI GROUP SINGLE ENTERPRISE AGREEMENT 2024

ARRANGEMENT

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PART 1 - INTRODUCTION

1.1 TITLE

This Agreement was made under section 182 (1) of the *Fair Work Act 2009* and will be referred to as the *Kazzi Group – Single Enterprise Agreement 2024*.

1.2 DEFINITIONS

"Act" means the *Fair Work Act 2009*.

"Agreement" means the *Kazzi Group – Single Enterprise Agreement 2024*.

"Agreed Pattern of Hours" means an agreed roster at time of engagement which can be varied by agreement between the Employee and the Employer. Provided that a variation(s) to Employee's Agreed Pattern of Hours can be consented to by the Employee provided that consent either electronically (ie email or text) or in writing. Provided further an on ongoing basis variation to the Employee's Agreed Pattern of Hours can be done if the Employee and the Employer agree on a Flexible Hours Arrangement as set out in Appendix 4.

"Award" means the *Fast Food Industry Award 2020*.

"Casual Employee" means any Employee who is employed and remunerated as such by the Employer.

"Casual Rate of Pay" means the relevant casual hourly rate of pay set out in Appendix 1 of this Agreement.

"Day" means for full-time Employees 7.6 hours and for part-time Employees the average number of daily hours over the lesser of the period of their employment or the previous 12 months service with the Employer.

"Employee" means an employee of the Employer classified under this Agreement.

"Employer" means MJ & R Kazzi Ply Ltd (ACN 109 733 691) and MJ Kazzi Pty Ltd ACN 102 556 301 as a single enterprise.

"Full-time Employee" means any Employee who is employed and remunerated as such by the Employer.

"FWC" means Fair Work Commission.

"Immediate family" means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; and
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

"National Employment Standards" means the minimum standards applying to employment of employees as set out in Chapter 2 Part 2-2 of the *Fair Work Act 2009*.

"Ordinary hours of work" means the relevant hours of work set out in clause 4.1 of this Agreement.

"Ordinary rate of pay" means the relevant Monday to Friday full-time/part-time rate of pay set out in Appendix 1 of this Agreement.

"Parties" means the Employer and the Employees.

"Part-time Employee" means any Employee employed and remunerated as such by the Employer.

"Public Holiday" means each of these days:

- (a) New Year's Day – 1 January, Australia Day – 26 January, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day – 25 April, Christmas Day – 25 December, Boxing Day – 26 December, King's Birthday and Labour Day;
- (b) Any other day, or part-day declared or prescribed by or under a law of the State of New South Wales to be generally observed within the of State of New South Wales, or a region of the State of New South Wales, as a public holiday, other than a day or part-day, or a kind of day or a part-day, that is excluded by the *Fair Work Regulations 2009* as a public holiday; and
- (c) If under (or in accordance with a procedure under) a law of the State of New South Wales, a day or part-day is substituted for a day or part-day that would be a public holiday because of (a) above then the substituted day or part-day is the public holiday.

"Rostered day off" means the times that are designated on a full-time Employee's roster as their day or days off work.

"Work Level" means the work levels set out in clause 3.1 of the Agreement.

1.3 TERM AND OPERATION OF AGREEMENT

1.3.1 Operative Date

This Agreement comes into operation on the first full pay period 7 days after the Agreement is approved by the FWC.

1.3.2 Term of the Agreement

The nominal expiry date of the Agreement is 1 March 2028.

1.4 AGREEMENT COVERAGE

This Agreement will apply to the Employer and all Employees classified under this Agreement. It is the intention of the parties to this Agreement that it will replace all terms and conditions of the Award or any variations thereto.

1.5 EMPLOYEE ACCESS TO COPY OF THE AGREEMENT

All Employees will be provided with a copy of the Agreement upon request to the Employer at any time during their employment. A copy of the Agreement will be kept at the premises of the Employer and a copy will be accessible on www.fwc.gov.au (the Fair Work Commission website).

PART 2 – WORK CONDITIONS, TRAINING AND DISPUTES

2.1 LETTER OF APPOINTMENT

2.1.1 Letter of Appointment

The Employer will give all Employees a letter setting out the following:

- (a) Employment Status (full-time, part-time, or casual);
- (b) Work Level;
- (c) Hourly Rate (full-time, part-time, or casual);
- (d) An Agreed Pattern of Hours; and
- (e) A probationary period of 6 months from the date of commencement of service.

2.2 HIGHER LEVEL DUTIES

Where an Employee has the necessary competencies to perform higher work level and rostered to perform the higher-level duties the Employee will be paid for the time worked at those higher work level duties.

2.3 IN HOUSE TRAINING

The Employer will pay the Employee at their ordinary rate of pay if the Employer requires that an Employee to undertake a period of mandatory in-house training either during their rostered or ordinary hours of work.

2.4 DISPUTE RESOLUTION

2.4.1 Resolving disputes

All disputes about a provision of this Agreement, the National Employment Standards, or the workplace are to be resolved in accordance with the following:

Step 1

Resolving disputes at a workplace level

If the Employer and the affected Employee(s) are in dispute because of a provision of this workplace agreement or of the Act, then they must genuinely attempt to resolve the dispute at the workplace level. This may involve the affected Employee first discussing the matter with their supervisor, then with more Senior Management.

Step 2

Where the dispute cannot be resolved at the workplace level

If a matter cannot be resolved at the workplace level the Employer or the Employee shall refer the matter to the FWC for conciliation of the dispute and if the dispute is unable to be conciliated, then the parties agree that the dispute will be arbitrated by the FWC.

2.4.2 An Employee must during a dispute

An Employee must, whilst a dispute is being resolved, continue to work in accordance with their contract of employment unless the Employee has reasonable concerns about an imminent risk to their health and safety and comply with any reasonable direction(s) given by their Employer to perform other available work either at the same workplace or at another workplace.

2.4.3 Representation of Employees

The Employee may be represented at any of the above steps.

PART 3 - WORK LEVELS AND WAGES

3.1 WORK LEVELS

The following work levels will apply to the work performed by Employees covered under this Agreement and are based on the skill level that the Employer requires the Employee to exercise to carry out the principal functions of their employment.

- 3.1.1 LEVEL 1** means level to which an Employee appointed and who are engaged in the preparation, the receipt of orders, cooking, sale, serving or delivery of meals, snacks and/or beverages which are sold to the public primarily to take away. A Level 1 Employee will undertake duties as directed by the Employer within the limits of their competence, skills, and training, including incidental cleaning and cleaning of toilets.

Work Titles include:

Front of House Team Member
Back of House Team Member

- 3.1.2 LEVEL 2** means level to which an Employee appointed and who has the major responsibility on a day-to-day basis for supervising Level 1 Employees, relieving a Store Manager, and/or training new Employees or an Employee required to exercise trade skills.

Work Titles include:

Team Leader
Assistant Manager

- 3.1.3 LEVEL 3** means level to which an Employee appointed as such and who has been appointed by the Employer to be in charge the shop or food outlet.

Work Titles include:

Store Manager

3.2 WAGES

- 3.2.1 What are the rates of pay for the above Work Levels?**

All Employees hourly rates of pay are set out in Appendix 1.

- 3.2.3 What are Trainee rates of pay?**

The hourly rate of pay for a trainee undertaking registered traineeship are set out in Appendix 1.

- 3.2.3 Wage Increases**

The rates in Appendix 1 of the Agreement will increase in accordance with the Annual Wage Review Decisions of the Wage Panel of the Fair Work Commission over the nominal period of the Agreement.

3.4 PAYMENT OF WAGES

3.4.1 When will your wages be paid?

The Employer will pay wages on a weekly basis, by means of direct credit (Electronic Funds Transfer) into a bank account nominated by you within 3 business days of the end of each pay period.

3.4.2 Notification of a change to the pay period

The Employer can change an Employee's pay period to a fortnightly period upon giving at least 4 weeks' notice in writing of the change.

3.4.3 Where a public holiday falls on the nominated payday

The Employer will use their best endeavors to pay the Employee's wages prior to a public holiday that falls on their payday, however if they are unable to do so then their wages will be paid by the next normal banking day after the public holiday.

3.5 SUPERANNUATION

3.5.1 Superannuation

The Employer will contribute on a monthly or quarterly basis in arrears an amount equal to 11% of your ordinary time earnings into an approved superannuation fund in accordance with relevant superannuation legislation. This contribution amount will amount will increase in accordance with relevant superannuation legislation.

PART 4 – WORK HOURS AND BREAKS

4.1 HOURS OF WORK

4.1.1 Hours of work - Full-time Employees

The arrangement of hours of work for a full-time Employee will be as follows:

- (a) A minimum of 38 hours per week. Provided that this can be averaged over a 2 or 4 week period;
- (b) A minimum of 6 hours per shift and a maximum of 11.5 hours per shift;
- (c) All ordinary time worked to be within a span of 12 hours per day;
- (d) All hours to be worked Monday to Friday will be worked between 6.00am and midnight;
- (e) 8 rostered days off per 4 week cycle;
- (f) A maximum of 10 consecutive days may be worked with up to 4 rostered days off; and
- (g) The minimum break between the end of one shift on a day and the commencement of another shift on the following day must be 8 hours.

4.1.2 Hours of work - Part-time Employees

The hours of work for a part-time Employee will be work an Agreed Pattern of Hours which will be implemented within the following parameters:

- (a) A minimum of 10 hours per week and up to 38 hours per week. Provided that both the minimum and maximum hours of work can be averaged over a 2 or 4 week period;
- (b) A minimum of 3 hours per shift and a maximum of 11.5 hours per shift;
- (c) All ordinary time worked to be within a span of 12 hours per day;
- (d) All hours to be worked Monday to Friday will be worked between 6.00am and midnight;
- (e) A maximum of 10 consecutive days may be worked with up to 4 non-working days; and
- (f) The minimum break between the end of one shift on a day and the commencement of another shift on the following day must be 8 hours.

4.1.3 Hours of Work – Casual Employees

4.1.3.1 The hours of work for a casual Employee will be implemented within the following parameters:

- (a) A maximum of 38 hours per week which can be averaged over a 2 or 4 week period; and
- (b) All casual Employees will work a minimum of 2 hours per shift and a maximum of 12 hours per shift.

4.1.3.2 All casual Employees will be offered or can requested conversion to full-time or part-time employment in accordance with the NES.

4.2 OVERTIME

4.2.1 Overtime

All hours worked by an Employee more than the hours of work set out in clauses 4.1.1, 4.1.2 and 4.1.3 of this Agreement will be deemed overtime and paid in accordance with clause 4.2.2 of the Agreement.

Requests for overtime hours to be reasonable

An Employee may refuse to work overtime hours if they are unreasonable. In determining whether a request to work overtime hours is reasonable or unreasonable the following must be considered:

- Any risk to health and safety in working the overtime hours;
- The Employee's personal circumstances, including family responsibilities;
- The needs of the workplace or enterprise;
- Any additional amounts paid to the employee as set out in clause 4.2.2 below;
- Any notice given to the Employee of any request to work overtime hours;
- The usual pattern of hours in the workplace or hospitality industry;
- The nature of the Employee's role and level of responsibility; and
- Any other matter set out in section 62 (3) of the Act.

4.2.2 Overtime Penalties

4.2.2.1 Subject to clause 4.2.3, overtime worked will be paid as follows:

(a) Monday to Saturday

At the rate of 50% in addition to the ordinary hourly rate for the first 2 hours and 100% additional for each hour worked thereafter.

(b) Sunday and Public Holidays

At the rate of 100% in addition to the ordinary hourly rate for all hours worked.

4.2.2.2 All overtime worked will be calculated on a daily basis and paid on a weekly basis.

4.2.2.3 All Employees who work overtime may elect to be paid overtime at their ordinary hourly rate of pay provided that both the Employee and the Employer complete and sign an 'Overtime Facilitative Agreement' form as set out in Appendix 2 to this Agreement.

4.2.3 Approval of Overtime

An Employee will only work and be paid for overtime if it has been directed and approved by the Employer prior to working it.

4.3 ROSTERS AND TIMESHEETS

4.3.1 Rosters

The Employer will roster all Employees based on their initial availability, business needs, hours of operation, level of responsibility, skill level, holidays, and illness.

4.3.2 Designated availability

The Employer will enable the Employee to take time off depending on their individual circumstances or needs and if the following procedure is complied with:

- (a) approval is given by the Employee's Manager; and
- (b) the Employee has noted their unavailability for the day(s) in that roster cycle at least 14 days before the commencement of the roster cycle.

4.3.3 Posting of Roster

Rosters for all Employees will be drawn up and where practicable posted 7 days in advance of the commencement of the roster cycle.

4.3.4 Change of roster

Rosters may be changed either before or during a roster cycle on giving you at least three (3) days' notice or such lesser period as mutually agreed between the Employee and the Employer. Provided that in the case of emergency, unforeseen operational contingency such as a weather event, absenteeism, or sickness the Employer is required to give the Employee no notice provided they consider the Employee's individual needs and circumstances.

4.3.5 Timesheets

All timesheets must be completed by the Employee immediately upon completion of your rostered shift and the timesheet must reflect the rostered hours and any changes to a timesheet must have the approval of your Manager. A failure to do so may result in disciplinary action against you.

4.3.6 Early shift completion

If there is significant business decline within 2 hours of completion of your designated roster, the Employer may cease your roster without the payment of an additional rostered hours. Provided that this clause may only be used by the Employer once in a roster cycle.

4.4 BREAKS

4.4.1 Meal Break

All Employees are entitled to an unpaid meal break of 30 minutes if they work more than 5 consecutive hours in a shift.

4.4.2 Rest Breaks

All Employees are entitled to a 10-minute paid rest break if they work more than 4 hours in a shift.

4.4.3 Taking of breaks

All breaks will be taken at a time(s) designated by the Employer.

PART 5 – LEAVE AND PUBLIC HOLIDAYS

5.1 ANNUAL LEAVE

5.1.1 Entitlement to Annual Leave

For each year of service with the Employer a full-time or part-time Employee is entitled to 4 weeks of paid annual leave.

5.1.2 Accrual of Annual Leave

A full-time or part-time Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. If a full-time or part-time Employee's employment ends during what would otherwise have been a year of service, the Employee accrues paid annual leave up to when their employment ends.

5.1.3 Payment for Annual Leave

All annual leave is payable at the full-time or part-time Employees ordinary hourly rate of pay as set out in Appendix 1 of this Agreement.

5.1.4 Taking of Accrued Annual Leave by the Employee

Paid annual leave may be taken for a period agreed between the Employee and the Employer. Provided that no annual leave will be taken by an Employee during the Employer's peak trading periods (ie School Holidays and Christmas/New Year Period).

5.1.5 Employer may require an Employee take Accrued Annual Leave

The Employer can direct an Employee take paid annual leave if:

- (a) The Employer and an Employee cannot agree when the Employee's paid annual leave is to be taken; and
- (b) The Employer has provided the Employee at least four 4 weeks' notice in writing to take the paid annual leave; and
- (c) The Employee has accrued more than 4 weeks paid annual leave at the time of the direction is given; and
- (d) The Employer can only direct an Employee to take a maximum of 2 weeks paid annual leave.

5.1.6 Cashing Out of Accrued Annual Leave

All full-time and part-time Employees may at their election in writing cash out their accrued annual leave provided that:

- (a) The paid annual leave must not be cashed out if cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
- (b) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee;

- (c) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone; and
- (d) The Employer authorises the Employee to forgo the amount of paid annual leave.

5.1.7 Cashing Out of Annual Leave in Advance

The Employee and the Employer can agree to cash in annual leave in advance provided that the form in Appendix 3 is completed and signed by both the Employer and Employee.

5.2 PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

5.2.1 Personal Leave

5.2.1.1 Entitlement to Personal/Carer's Leave

(a) **Amount of leave**

For each year of service with the Employer, a full-time or part-time Employee is entitled to 10 days of paid personal/carers' leave.

(b) **Accrual of leave**

A full-time or part-time Employee's entitlement to paid personal/carers' leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

5.2.1.2 Taking paid personal/carers' leave

A full-time or part-time Employee may take paid personal/carers' leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) An emergency affecting the member.

5.2.1.3 Personal/carers' leave taken on a public holiday

If the period during which a full-time or part-time Employee takes paid personal/carers' leave includes a day or part-day that is a public holiday the employee is taken not to be on paid personal/carers' leave on that public holiday.

5.2.1.4 Payment for paid personal/carers' leave

If a full-time or part-time Employee takes a period of paid personal/carers' leave, the Employer must pay the Employee at the Employee's ordinary hourly rate of pay for the Employee's ordinary hours of work in the period.

Provided that an Employee will not be paid for personal/carer's leave unless they provide the Employer with a medical certificate from a registered medical practitioner verifying the matters set out in clause 5.2.1.2 above.

5.2.2 Unpaid carer's leave

5.2.2.1 Entitlement to unpaid carer's leave

All Employees (including casual Employees) are entitled to 2 days of unpaid carer's leave for each occasion (**a permissible occasion**) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) An emergency affecting the member.

5.2.2.2 Taking unpaid carer's leave

All Employees may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 5.2.2.1 of this Agreement and for a particular permissible occasion as:

- (a) a single continuous period of up to 2 days; or
- (b) any separate periods to which the Employee and their Employer agree.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

5.2.3 Compassionate leave

5.2.3.1 Entitlement to compassionate leave

All Employees (including casual Employees) are entitled to 2 days of compassionate leave for each occasion (**a permissible occasion**) when a member of the Employee's immediate family, or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to their life; or
- (b) a baby being stillborn; or
- (c) a miscarriage; or
- (d) sustains a personal injury that poses a serious threat to their life; or
- (e) dies.

5.2.3.2 Taking compassionate leave

An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to clause 5.2.3.1 of this Agreement; or
- (b) after the death of the member of the Employee's immediate family or household;

An Employee may take compassionate leave for a particular permissible occasion as

- (a) a continuous 2 day period; or
- (b) 2 separate periods of 1 day each; or
- (c) any separate periods to which the Employee and the Employer agree.

If the permissible occasion is the family member's contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

5.2.3.3 Payment for compassionate leave

If a full-time/part-time Employee takes a period of compassionate leave, the Employer will pay the Employee at the Employee's ordinary hourly rate of pay for the Employee's ordinary hours of work in the period and a casual Employee will be unpaid. Provided that an Employee will not be paid for compassionate leave unless they provide the Employer with a medical certificate from a registered medical practitioner, a funeral notice or death certificate verifying the matters set out in clause 5.2.3.1 and 5.2.3.2 above.

5.2.4 Notice and Evidence for Personal/Carer's and Compassionate Leave

All Employees entitled to personal/carer's leave and/or compassionate leave whichever is applicable must comply with the following notice and documentation requirements:

(a) Notice

An Employee must give the Employer notice of taking of leave as soon as is practical (which may be a time after the leave has started and must advise the Employer of the period or expected period of the leave.

(b) Evidence

An Employee who has given the Employer notice of taking leave must, if required by the Employer, give the Employer evidence as set out in clauses 5.2.1.4 and 5.2.3.3 above that the leave has been taken for personal/ carer's, unpaid carer's or compassionate leave.

(c) Compliance

An Employee is not entitled to take leave under this clause 5.2 unless the Employee complies with clause 5.2.4 of this Agreement.

5.3 LONG SERVICE LEAVE

All Employees will be entitled to take and accrue long service leave in accordance with the provisions of the New South Wales *Long Service Leave Act 1955*.

5.4 PARENTAL LEAVE

All full-time/part-time Employees who have completed at least 12 months service with the Employer or casual Employees who have been engaged on a regular and systematic basis for a period of at least 12 months or more will be entitled to take up to 12 months unpaid parental leave in accordance with the Division 5 Part 2-2 of Chapter 2 of the Act.

5.5 JURY SERVICE LEAVE

5.5.1 Entitlement to Jury Service Leave

All full-time and part-time Employees required to attend for jury service during their ordinary working hours will be reimbursed by Employer an amount equal to the difference between the amount paid to the Employee in respect of their attendance for such jury service and what the Employee's ordinary hours of work would have been in that period. Provided that this leave is limited to 10 days per occasion.

5.5.2 Duty to the notify Employer of the obligation to serve on a Jury

All full-time and part-time Employees are required to notify Employer as soon as possible as to the date upon which they are required to attend for jury service.

5.5.3 Proof of Attendance at Jury Service

The Employee must give Employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

5.6 COMMUNITY SERVICE LEAVE

An Employee who engages in an eligible community service activity - as defined under section 109 (1) (b) or (c) of the Act - is entitled to be absent from his or her employment on leave without pay for a period if:

- (a) the period consists of one or more of the following:
 - (i) time when the Employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity; and
- (b) the Employee's absence is reasonable in all the circumstances.

5.7 PAID FAMILY AND DOMESTIC VIOLENCE LEAVE

5.7.1 Entitlement to paid family and domestic violence leave

5.7.1.1 An Employee is entitled to 10 days of paid family and domestic violence leave in a 12 month period.

5.7.1.2 Paid family and domestic violence leave:

- (a) is available in full at the start of each 12 month period of the Employee's employment; and
- (b) does not accumulate from year to year; and
- (c) is available in full to part-time and casual Employees.

5.7.1.3 For the purpose of clause 5.7.1.2, if an Employee is employed:

- (a) as a casual Employee; or
- (b) for a specified period of time, for a specified task or for the duration of a specified season;

the start of the Employee's employment is taken to be the start of the Employee's first employment with the Employer.

5.7.1.4 The Employee may take paid family and domestic violence leave as:

- (a) a single continuous 10 day period; or
- (b) separate periods of one or more days each; or
- (c) any separate periods to which the Employee and the Employer agree, including periods of less than one day.

To avoid doubt, this clause does not prevent the Employee and the Employer agreeing that the Employee may take more than 10 days of paid leave to deal with the impact of family and domestic violence.

5.7.2 Taking paid family and domestic violence leave

5.7.2.1 The Employee may take paid family and domestic violence leave if:

- (a) the Employee is experiencing family and domestic violence; and
- (b) the Employee needs to do something to deal with the impact of the family and domestic violence; and
- (c) it is impractical for the employee to do that thing outside the employee's ordinary hours of work.

Note 1: Examples of actions, by an employee who is experiencing family and domestic violence, that could be covered by paragraph (b) are arranging for the safety of the Employee or a close relative (including relocation), attending urgent court hearings or accessing police services.

Note 2: The notice and evidence requirements of section 107 must be complied with.

5.7.2.2 **Family and domestic violence** is violent, threatening or other abusive behaviour by a close relative of an Employee that:

- (a) seeks to coerce or control the Employee; and
- (b) causes the Employee harm or to be fearful.

5.7.2.3 A **close relative** of the employee is a person who:

- (a) is a member of the Employee's immediate family; or
- (b) is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

Note: **Immediate family** is defined in clause 1.2 of the Agreement.

5.7.3 Notice and evidence requirements

5.7.3.1 An Employee who wants access paid family or domestic violence leave must give the Employer notice as follows:

(a) as soon as practicable (which may be a time after the leave has started); and

(b) must advise the Employer of the period, or expected period, of the absence.

5.7.3.2 An Employee who has given the Employer notice of the leave clause 5.7.3.2 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is because the Employee has been or will be engaging in an eligible community service activity.

5.7.4 Confidentiality

5.7.4.1 The Employer will take steps to ensure information concerning any notice or evidence the Employee has given under this clause of the Employee taking leave under this clause is treated confidentially, as far as it is reasonably practicable to do so.

5.7.4.2 Nothing in this clause prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

5.7.5 Operation of paid family and domestic violence leave and leave for victims of crime

5.7.5.1 This clause does not exclude or limit the operation of a law of a State or Territory to the extent that it provides for leave for victims of crime.

5.7.5.2 If an Employee who is entitled, under a law of a State or Territory, to leave for victims of crime is also entitled to leave under this clause, that law applies in addition to this clause.

5.8 PUBLIC HOLIDAYS

5.8.1 Payment for work on Public Holidays

All Employees will be paid the public holiday hourly rate of pay as set out in Appendix 1 of this Agreement for work on public holidays.

5.8.2 Request to work on a Public Holiday

The Employer may request an Employee to work on a public holiday and the Employee may refuse the request if the request is not reasonable or the refusal is reasonable. In determining whether a request or a refusal is reasonable the following must be considered:

- The operational requirements of the workplace and nature of the work performed by the Employee;
- The Employee's personal circumstances including family responsibilities;
- Whether the Employee could reasonably expect that the Employer might request work on a public holiday;
- Whether the Employee receives an additional amount that reflects an expectation to work on a public holiday;
- The type of Employees employment;
- The amount of notice in advance of the public holiday given by the Employer making the request;

- The amount of notice in advance of the public holiday given by the Employee when refusing the request; and
- Any other matter as set out in section 114 (2) of the Act.

5.8.3 Payment if not rostered on to work on a public holiday

An Employee not rostered on a day that is a public holiday that is the Employee's usual day of work, the Employer will pay the Employee for their ordinary hours of work on that day.

5.8.4 National Employment Standards

This clause is not intended to vary or reduce any entitlement to refuse to work on a public holiday based on reasonable grounds as set out under the National Employment Standards as set out under Chapter 2, Part 2-2 of the Act.

PART 6 – ENDING WORK AND STAND DOWN

6.1 TERMINATION OF EMPLOYMENT

6.1.1 Minimum period of notice by the Employer

Subject to clause 6.1.3, the Employer must not terminate a full-time or part-time Employee's employment unless the Employer has given the full-time or part-time Employee written notice of the day of the termination (which cannot be before the day the notice is given) and must provide the following minimum period of notice that is either worked out by the full-time/part-time Employee or the Employer has paid the full-time/part-time Employee payment in lieu of the notice at the full rate of pay for the hours the full-time/part-time Employee would have worked had the employment continued until the end of the minimum period of notice:

Employee's period of continuous service with the Employer at the end of the day the notice is given	Employee under 45	Employee 45 and over
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

6.1.2 Making a payment in lieu of the Minimum Period of Notice

The Employer may make payment in lieu of the minimum period of notice to a full-time/part-time Employee or may consent to the full-time/part-time Employee working out part of the minimum period of notice and making a payment for the remainder of the notice period.

6.1.3 When is the Employer not required to provide the minimum period of notice?

The minimum period of notice set out in clause 6.1.1 does not apply to the following Employees:

- (a) An Employee whose employment is terminated because of serious misconduct;
- (b) An Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
- (c) A casual Employee;
- (d) Employees employed for a specified period of time or for a specified task or for the duration of a specified season; or
- (e) As otherwise prescribed by the Act or the *Fair Work Regulations 2009*.

6.1.4 Serious Misconduct

Depending on the circumstances the term serious misconduct includes:

- failure to follow a reasonable and lawful direction;

- unauthorised removal or wilful destruction of the Employer's property;
- fraud or attempted fraud against the Employer (e.g., falsification of your timesheet);
- working under the influence of alcohol and/or illegal substances or intoxicants;
- possession, consumption, use, or sale of illegal substance or intoxicants at the workplace;
- deliberate acts of negligence or serious breaches of workplace health and safety;
- a breach of trust and confidence;
- a serious breach of the Employer's policy or procedures; or
- all forms of discrimination and harassment (e.g., bullying, sexual harassment, etc)

6.1.5 Notice of Termination by an Employee

A full-time or part-time Employee is required to give the Employer the same notice of their resignation as set in clause 6.1.1 or such lesser period as mutually agreed between the parties. Provided that there is no requirement for an Employee to give additional notice based on their age.

6.1.6 Payment for Notice

The Employer will only pay the Employee for the remainder of the notice period not worked if:

- (a) The Employee is available to work out the notice period and the Employer elects to not have you do so; or
- (b) The Employee is terminated for reasons other than serious misconduct; or
- (c) The Employee has agreed to a lesser period of notice.

6.1.7 Authorised Deduction by the Employer for any notice not worked

If an Employee fails to give the notice required or agreed on resignation or to work out the minimum period of notice, then the Employee authorises the Employer to deduct from any wages monies due to them an amount equivalent to the period of notice not worked.

6.2 REDUNDANCY

6.2.1 Entitlement to redundancy pay

An Employee is entitled to be paid redundancy pay by the Employer if the Employee's employment is terminated:

- (a) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the Employer.

6.2.2 Notification of Redundancy to an Employee

The Employer must provide the Employee written notice of the day of the Employees' termination (which cannot be before the day the notice is given) in accordance with the provisions of clause 6.1.1 of this Agreement.

6.2.3 Time Off During Notice Period

An Employee whose job is redundant will be entitled to 1 day off per week paid at their hourly rate of pay to seek alternative employment. This time off will not apply where internal redeployment is offered.

6.2.4 Amount of Redundancy

Subject to clauses 6.3.5 and 6.3.6, the amount of redundancy pay equals the total amount payable to the Employee for the redundancy period using the following table at the Employee's hourly rate of pay for his or her ordinary hours of work:

Employee's period of continuous service with the employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

6.2.5 Exclusions from obligation to pay redundancy pay

The Employer is excluded from the obligation to pay redundancy pay if:

- (a) immediately before the time of the termination, or at the time when the Employee was given notice of termination the Employee's period of service with the Employer is less than 12 months;
- (b) a casual Employee;
- (c) the Employee is employed for a specified period or task;
- (d) the Employer is a small business as defined under the Act; or
- (e) the Employee is dismissed for serious misconduct.

6.2.6 Variation of redundancy pay for other employment or incapacity to pay

If an Employee is entitled to be paid an amount of redundancy pay by the Employer and the Employer:

- (a) obtains other acceptable employment for the Employee; or
- (b) cannot pay,

the Employer may apply to the FWC for a determination that the amount of redundancy pay is reduced to a specified amount that FWC considers appropriate.

6.2.7 National Employment Standards

This clause does not reduce any additional entitlements as set out under Subdivision B of Division 11 of Part 2-2 of the Act.

6.4 STAND DOWN

6.4.1 Stand Down Without Pay

The Employer may stand you down without pay for a temporary period due to circumstances beyond their control (ie cyclonic or flood conditions prevent access to work, mechanical breakdown or other failure such as the cessation of electrical or gas supply that shuts down of all or part of the Employer's operations) that prevents the Employee from being usefully employed.

6.4.2 Access to Annual Leave or Unpaid Leave

An Employee may with the Employer's consent take paid annual leave during all or part of the period during which the Employee would otherwise be stood down under this provision.

PART 7 - MISCELLANEOUS

7.1 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

7.1.1 What is an Individual Flexibility Arrangement?

The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

- (a) the arrangement deals with any other term of this Agreement in relation to the performance and payment of work;
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation the matters mentioned in paragraph (a) above; and
- (c) the arrangement is genuinely agreed to by the Employer and the Employee.

7.1.2 What are the Employer's obligations in relation to an Individual Flexibility Arrangement?

The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the Employee would be if no arrangement was made.

7.1.3 What are the requirements for making an Individual Flexibility Arrangement?

The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and 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 the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the 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 his or her employment because of the arrangement; and
- (f) states the day on which the arrangement commences.

7.1.4 Is the Employee entitled to a copy of the Individual Flexibility Arrangement?

Yes. The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.1.5 Can the Employer or Employee terminate an Individual Flexibility Arrangement?

Yes. The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

7.2 ANTI-DISCRIMINATION

7.2.1 Preventing Unlawful Conduct

The parties to this Agreement have negotiated it so as to prevent conduct by any party that is unlawful under any applicable Commonwealth and State human rights and discrimination legislation.

7.2.2 Undertakings to prevent Workplace Discrimination, Sexual Harassment, and Intimidation

The parties to this Agreement share responsibility for ensuring that a working environment exists, which is free of workplace discrimination, sexual harassment, and intimidation. All Employees acknowledge that any discriminatory conduct, sexual harassment, or intimidation will be strongly disciplined with the possibility of termination of employment.

7.3 CONSULTATIVE TERM

Model consultation term

7.3.1 This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

7.3.2 For a major change referred to in clause 7.3.1 (a) above:

- (a) the Employer must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 7.3.3 to 7.3.9 apply.

7.3.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

7.3.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the employer of the identity of the representative;

the Employer must recognise the representative.

7.3.5 As soon as practicable after making its decision, the Employer 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 the Employer 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.

7.3.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

7.3.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

7.3.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 7.3.2 (a) and clauses 7.3.3 and 7.3.5 are taken not to apply.

7.3.9 In this clause, a major change is **likely to have a significant effect on employees** if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or

- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

7.3.10 For a change referred to in paragraph 7.3.9 (b):

- (a) the Employer must notify the relevant employees of the proposed change; and
- (b) subclauses 7.3.11 to 7.3.15 apply.

7.3.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

7.3.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

7.3.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

7.3.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

7.3.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

7.3.16 In this term:

relevant employees means the employees who may be affected by a change referred to in clause 7.3.1.

Appendix 1

WORK LEVEL HOURLY RATES OF PAY FROM THE FIRST FULL PAY PERIOD 7 DAYS AFTER APPROVAL OF THE AGREEMENT BY FAIR WORK COMMISSION

Full-time/Part-time Rates of Pay

WORK LEVEL	Age	MON - FRI HOURLY RATE	SATURDAY HOURLY RATE	SUNDAY HOURLY RATE	PUBLIC HOLIDAY HOURLY RATE
LEVEL 1	Adult (21yrs +)	25.35	30.91	30.91	55.64
	20yrs	22.81	27.81	27.81	50.06
	19yrs	20.27	24.73	24.73	44.51
	18yrs	17.74	21.64	21.64	38.95
	17yrs	15.21	18.55	18.55	33.39
	16yrs	12.67	15.45	15.45	27.81
	15yrs & under	10.14	12.36	12.36	22.25
LEVEL 2	Adult (21yrs +)	26.83	32.73	39.27	58.91
	20yrs	24.16	29.46	35.36	53.03
	19yrs	21.47	26.19	31.43	47.14
	18yrs	18.79	22.91	27.50	41.24
	17yrs	16.10	19.64	23.57	35.35
	16yrs	13.42	16.36	19.64	29.45
	15yrs & under	10.73	13.09	15.71	23.56
LEVEL 3	All ages	27.58	33.64	40.37	60.55

Casual Rates of Pay

WORK LEVEL	Age	MON - FRI HOURLY RATE	SATURDAY HOURLY RATE	SUNDAY HOURLY RATE	PUBLIC HOLIDAY HOURLY RATE
LEVEL 1	Adult (21yrs+)	31.68	37.10	37.10	61.83
	20yrs	28.51	33.38	33.38	55.63
	19yrs	25.35	29.67	29.67	49.45
	18yrs	22.18	25.97	25.97	45.83
	17yrs	19.01	22.26	22.26	37.10
	16yrs	17.11	18.54	18.54	30.90
	15yrs & under	12.67	14.84	14.84	24.73
LEVEL 2	Adult (21yrs+)	33.55	39.27	45.82	65.45
	20yrs	30.20	35.36	41.25	58.93
	19yrs	26.84	31.43	36.66	52.38
	18yrs	23.48	27.50	32.08	45.83
	17yrs	20.13	23.57	27.49	39.28
	16yrs	16.77	19.64	22.91	32.73
	15yrs & under	13.42	15.71	18.32	26.18
LEVEL 3	All ages	34.48	40.37	47.09	67.28

Appendix 2

Overtime Facilitative Agreement

Name of employee: _____

Name of employer: _____

The Employer and Employee agree that the Employee may take time off or be paid at ordinary rates instead of being paid at overtime rates up to a maximum of 10 hours each week period. Provided that the Employee may request at any time that the Employer cease this arrangement in the next pay period and pay them for overtime at overtime rates in accordance with the Kazzi Group – Single Enterprise Agreement 2024.

Signature of Employee: _____

Date signed: ___/___/20___

Name of Employer representative: _____

Signature of Employer representative: _____

Date signed: ___/___/20___

Appendix 3

Agreement to Take Annual Leave in Advance

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days.

The leave in advance will commence on: ____/____/20____.

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Appendix 4

Flexible Hours Arrangement Part-time Employees Only

Name of employee: _____

Name of employer: _____

The Employee agrees to have their Agreed Pattern of Hours as provided for under clause 4.1.2 of the Kazzi Group – Single Enterprise Agreement 2024 (**the Enterprise Agreement**) varied by the Employer on an ongoing basis without the need for the Employee's written or electronic consent for each occasion there is a variation (**the Flexible Hours Arrangement**). This Flexible Hours Arrangement will operate from _____ 2024 on the following terms:

1. That the Flexible Hours Arrangement can be terminated by the Employee at any time by providing the Employer written notice (**the Notification**) and that the termination will operate from the first full pay period on or after the Notification; and
2. That if Flexible Hours Arrangement is terminated by the Employee they will revert back to their Agreed Pattern of Hours.

Name of employee/parent/guardian: _____

Signature of employee/parent/guardian: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

This Agreement is signed:

For and on behalf of MJ & R Kazzi Pty Ltd (ACN 109 733 691) and MJ Kazzi Pty Ltd ACN 102 556 301 as a single enterprise by their authorised persons as prescribed by s127 of the Corporations Act 2001:

For and on behalf of the Employees of MJ & R Kazzi Pty Ltd (ACN 109 733 691) and MJ Kazzi Pty Ltd ACN 102 556 301 as a single enterprise by the Employee nominated by the Employees to sign the Agreement on their behalf:



Director/Authorised Person

Marwan Kazzi

Print Full Name

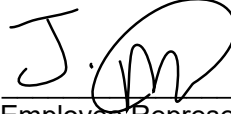
Director

Position Title

Address

**48 Mount Lewis Ave Punchbowl
NSW 2196**

Date



Employee Representative

Maruthi Jeksani

Print Full Name

Manager

Position Title

1 Kerwin circle hebersham NSW 2770

Address

25/05/24

Date

Witnessed by:



Witness Signature

Fadi Azzi

Print Name

**45 Catherine St punchbowl
NSW 2196**

Address

20/05/2024

Date

Witnessed by:



Witness Signature

Taksh Vyas

Print Full Name

U4, 18 Sorrell street Parramatta Nsw 2150

Address

20/05/24

Date