
**Sephora Australia Pty Ltd
National Enterprise
Agreement 2024**

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1. General

- 1.1 This Workplace Agreement (**the Agreement**) is made between Sephora Australia Pty Ltd (**Sephora**) and the Full Time, Part Time and Casual employees engaged in the classifications set out at clause 6 and Annexure-1 in any Sephora Establishment.
- 1.2 The Agreement will operate from the day upon which it is approved by the Fair Work Commission and shall have a term of four (4) years (**the Term**).
- 1.3 All Full Time, Part Time and Casual employees covered by this Agreement will be entitled to the benefits contained in the National Employment Standards (**NES**) as outlined in the *Fair Work Act 2009* (**the Act**) including any entitlement to casual conversion.

2. Job Description

- 2.1 A copy of your job description will be provided to you upon the commencement of your employment with Sephora. You will be expected to perform duties incidental to your classification.
- 2.2 Sephora reserves the right to relocate your employment within the metropolitan area of the State or Territory in which you are employed.

3. Remuneration

- 3.1 The minimum Hourly Rates of Pay and Base Salaries for each classification covered by this Agreement for the Term are set out at Annexure-1. The minimum Full Time Base Salaries and Hourly Rates of Pay have been calculated based upon a minimum of 76 hours each fortnight.
- 3.2 All employees covered by this Agreement may be required to work a reasonable level of Additional Hours and may be required to work shifts at weekends and public holidays.

4. Hours of Work

- 4.1 Any Full Time employee will be required to work a minimum of 76 hours per fortnight plus reasonable Additional Hours as required by Sephora.
- 4.2 The minimum engagement period for Full Time, Part Time and Casual Employees covered by the Agreement is four (4) hours for any shift.
- 4.3 In rostering employees to work, Sephora will apply the Rostering Principles set out at Annexure-6, where relevant.

5. Probationary Period

- 5.1 For the first six (6) months of your employment you will be on probation (**the Probation Period**). During the Probation Period, Sephora will assess your suitability for the position.
- 5.2 Your employment may be terminated for any reason and at any time during the Probation Period by Sephora giving you one (1) week's notice in writing or making the payment of one

(1) week's Base Salary or the equivalent value of one (1) week's Hourly Rate of Pay (calculated with reference to your Regular Roster) in lieu of notice.

6. Classification Structure and Duties

Classifications

6.1 Sephora has four (4) classifications:

- (a) Advisor;
- (b) Artist;
- (c) Inventory Employee; and
- (d) Manager.

6.2 Within each classification there will be career progression and access to additional allowances and benefits.

6.3 Core Duties

All employees covered by this Agreement will be engaged to provide customer service to effect the sale of goods and services within a Sephora Establishment. These core duties will include incidental administrative, data entry, replenishment and the cleaning of work areas. Artists and Advisors will be required to promote, sell products/services and address customer enquiries using a range of technologies as part of their duties.

6.4 Advisors

Advisors may be required to assist in all aspects of the retail experience and the promotion and sale of Sephora products and services.

6.5 Artist

For an employee to be classified as an Artist, the employee must have acquired skills and experience in makeup artistry to a level deemed acceptable to Sephora. Artists, in addition to the Core Duties, may be allocated to designated customer services at set times and locations within a Sephora Establishment.

6.6 Artist (Specialist)

If you are to be deemed to be an Artist ("Specialist") you must have successfully completed:

- (a) a course recognised by Sephora which has a specialty focus in areas such as skincare and/or
- (b) completed a relevant Certificate II or Diploma level course in Beauty Therapy Make up Services or beauty services or hairdressing (or equivalent); and
- (c) be regularly required by Sephora to perform Specialist tasks and complete "one on one" consultations with Customers.

6.7 Inventory Employees

Inventory Employees perform a range of administrative and data entry tasks within a Sephora Establishment to ensure stock levels and presentation of stock meets Sephora requirements.

Inventory Employees may also be required to be involved in:

- (a) assembly and maintenance of instore promotional material and product presentation;
- (b) management of product levels and receipt/despatch of goods;
- (c) ordering and stock control; and
- (d) assistance with customer enquiries both in store and by use of information technologies.

6.8 Senior Role

To apply for any 'Senior Role' you must have:

- (a) demonstrated to Sephora that you have consistently met all of the requirements of your role;
- (b) completed no less than two (2) years full-time service with Sephora (or full time service with another employer deemed comparable); and
- (c) successfully completed any required training.

To be promoted and appointed to a Senior Role you must also be required by Sephora to:

- (d) perform dedicated supervisory and training responsibilities; and/or
- (e) be responsible for a nominated Department within any Sephora Establishment on an ongoing basis.

7. Base Salary and Hourly Rate of Pay

- 7.1 Your Base Salary or Hourly Rate of Pay is calculated in accordance with this Agreement unless otherwise provided for in your letter of appointment. The minimum Base Salary or Hourly Rate of Pay for your classification is set out at Annexure-1 of this Agreement.
- 7.2 Your Base Salary or Hourly Rate of Pay will be paid via electronic funds transfer (**EFT**) into your nominated bank account on a fortnightly basis, as set out in your letter of appointment.
- 7.3 Payment for Additional Hours for Managers will be made in the following pay cycle.

8. Compensation for Additional Hours and Weekend Work

- 8.1 Full Time Employees will be advised of their Regular Roster which will be the total number of hours to be worked in any Roster Period and the days upon which you will be required to work. This Regular Roster for Full Time Employees may be changed with two (2) weeks' notice by Sephora, unless otherwise agreed.
- 8.2 Subject to your classification and Base Salary, you may be entitled to receive compensation for any Additional Hours worked or time off in lieu of payment.

Hours of Work and Weekend Work

- 8.3 For all Full Time and Part Time employees (other than Managers) your hourly rate of pay will increase when you are:
 - (a) directed to work hours outside of the Daily Span of Hours (**Work Outside the Span**);
 - (b) directed to work on a Saturday (**Saturday Work**);

- (c) directed to work on a Sunday (**Sunday Work**); and
 - (d) directed to work on a Public Holiday (**Public Holiday Work**).
- 8.4 All Saturday Work shall be paid at 125% of the Minimum Hourly Rate of Pay.
- 8.5 All Sunday Work shall be paid at 150% of the Minimum Hourly Rate of Pay.
- 8.6 All Public Holiday Work shall be paid at 225% of the Minimum Hourly Rate of Pay.
- 8.7 All hours worked by a Non Manager outside of the Span of Hours that are not overtime hours shall be paid at a minimum of:
- (a) \$39.36 per hour for the classifications of Beauty Advisor, Inventory Employee and Artist; and
 - (b) \$39.96 per hour for the classifications of Artist (Specialist), Senior Artist, Senior Advisor and Senior Inventory Employee.

Work after 6 pm

- 8.8 Where a Non Manager is directed to work hours between 6 pm and 9 pm (Monday to Friday) which are not otherwise regarded and paid as “Additional Hours”, these hours will be paid at 125% of the Minimum Hourly Rate of Pay for each hour worked.

Maximum number of shifts

- 8.9 The maximum number of shifts to be worked by a Non Manager shall not exceed five (5) in any week or ten (10) in a fortnightly pay period. A Non Manager may agree to work an additional 6th shift in any week (provided that the fortnightly shifts do not exceed 11) or as part of a Flexible Work Arrangement.

Higher Duties

- 8.10 In circumstances where a Non Manager is required by their Manager to perform work at a higher classification for more than two (2) hours on any shift, the Employee will be paid for the entire shift at the Minimum Rate for the higher classification, as set out in Annexure 1. Where the higher duties are for less than two (2) hours on any shift, the hours worked at the higher classification will be paid at the higher rate.

Overtime (Non Managers)

- 8.11 For Full Time Employees "overtime" on any shift commences when you have worked, at the direction of your Manager, more than 7.6 hours in any shift (exclusive of meal breaks). If, on any day, you work "overtime":
- (a) the first three (3) hours Monday to Saturday will be paid at 150% of the Minimum Hourly Rate of Pay; and
 - (b) any subsequent overtime hours on the day (beyond the first three (3) hours) will be paid at 200% of the Minimum Hourly Rate of Pay.
- 8.12 If your "overtime hours" are worked on a Sunday or Public Holiday, each overtime hour will be paid at:
- (a) 200% of the Minimum Hourly Rate of Pay on any Sunday; and
 - (b) 250% of the Minimum Hourly Rate of Pay on any Public Holiday.

Daily Span of Hours

8.13 The daily Span of Hours for Non Managers shall be:

| | |
|------------------|-------------|
| Monday to Friday | 7am to 9 pm |
| Saturday | 7am to 6pm |
| Sunday | 9am to 6pm |

8.14 The daily Span of Hours for Managers shall be 7.00 am to 10.00 pm Monday to Sunday.

Hours of work and Additional Hours for Managers

8.15 Managers will be compensated for Additional Hours and any Sunday and Public Holiday work as follows:

- (a) Additional Hours for Managers will be calculated on a fortnightly basis:
- (b) Additional Hours for Managers will be where:
 - (i) an Assistant Manager works, at the direction of the Store Manager, hours in excess of 80 hours in a fortnight; or
 - (ii) a Store Manager works hours in excess of 80 hours in a fortnight.

8.16 Additional Hours for Managers will be compensated by either:

- (a) time off in lieu, on an hour-for-hour basis; or
- (b) paid in the following pay period at the rate of 150% of the Minimum Hourly Rate of Pay for the Manager or Assistant Manager classification in this Agreement.

8.17 Where Ordinary Hours for Managers are worked on a Sunday or Public Holiday, you will be paid a fixed daily amount in excess of your Base Salary as follows:

- (a) Sunday Shift \$125 per shift worked
- (b) Public Holiday Shift \$125 per shift worked (plus a day off in lieu)

8.18 All work outside the Span of Hours for Managers will be treated as time off in lieu on an hour-for-hour basis.

8.19 Managers paid at or above \$90,000 pa will not be entitled to compensation for Additional Hours worked (or time off in lieu), but will receive a day off in lieu for work performed on a Public Holiday to the exclusion of any other benefit.

Time off in lieu

8.20 Where, under this Agreement, you are entitled to "time off in lieu of payment for work" (TOIL) the following conditions will apply:

- (a) TOIL accrues on an "hour-for-hour" basis;
- (b) TOIL must be used by taking approved paid leave within six (6) months of its accrual; and
- (c) unused TOIL after six (6) months of accrual or on termination of employee must be paid out at 150% the Hourly Rate of Pay.

- 8.21 On any shift, the higher loading or penalty rate under this Agreement referable to the hours worked will apply. There will be no loading on loadings paid for the same period of work.
-

9. Part Time Employees

- 9.1 A Part Time Employee is a person who is not a Casual Employee and has reached agreement with Sephora on their Minimum Fortnightly Agreed Hours (the Agreed Hours). Agreed Hours may be "flexed" up or down with your consent. You will not be offered fortnightly hours less than your Agreed Hours at any time.
- 9.2 If, in any fortnight, you agree to work hours that exceed your Agreed Hours, each Additional Hour worked in the fortnight will be regarded as Part Time Additional Hours paid at 150% of the Minimum Hourly Rate of Pay. Payments for Additional Hours will be paid in the following fortnightly pay period.
- 9.3 Annual Leave for Part Time employees will accrue and be taken in accordance with the National Employment Standards.
-

10. Allowances

In addition to your Base Salary or Hourly Rate of Pay, the Allowances set out at Annexure-2 will apply.

11. Superannuation

- 11.1 Sephora will make superannuation contributions consistent with the *Commonwealth Superannuation Guarantee (Administration) Act 1992*. The value of these contributions will be the minimum amount required to avoid a superannuation calculation charge.
- 11.2 Subject to any superannuation stapling legislation, all employees will have available a choice of an eligible superannuation fund. If you fail to nominate a complying superannuation fund, Sephora will make superannuation contributions on your behalf into the Rest Corporate Superannuation Fund, or any other approved superannuation fund nominated by Sephora from time to time.
- 11.3 Sephora will ensure that any default Employer superannuation fund offered by Sephora pursuant to this clause will contain the MySuper product.
- 11.4 **Superannuation Contributions** - Superannuation Contributions will apply to the following benefits whilst the Employee remains employed by Sephora:
- (a) paid leave, including Sephora funded Parental Leave payments; and
 - (b) Statutory Workers Compensation Payments (for a maximum of 52 weeks).
-

12. Leave Entitlements for Full Time Employees

- 12.1 All forms of paid leave will be calculated with reference to your Base Salary or Hourly Rate of Pay.

Annual Leave

- 12.2 You will be entitled to four (4) weeks (or 20 days for Full Time employees) annual leave per annum in accordance with the Act.
- 12.3 Annual leave will accrue progressively during a year of service according to your ordinary hours of work and in accordance with s87(2) of the Act.
- 12.4 You may elect to cash out up to 50% of your accrued annual leave each year, providing the remaining balance is at least four (4) weeks and subject to the Act. If you make an election to cash out accrued but untaken annual leave under this clause, the following will apply:
- (a) the cashing out of annual leave will be by separate agreement in writing between you and Sephora; and
 - (b) Sephora will pay you the full amount that would have been payable to you if you had taken the leave foregone, as set out in s93(2) of the Act.
- 12.5 Sephora does not engage "shift workers" with shifts starting after 6 pm and finishing before 5 am or require employees to work shifts that are continuously rostered 24 hours a day for 7 days a week.

Personal Leave

- 12.6 You are entitled to personal leave of ten (10) days per annum which may be used as:
- (a) paid sick leave when you are sick or injured; or
 - (b) paid carers leave which you may take when you need to provide care or support to a member of your immediate family or household due to the personal illness or injury of that person, or an emergency that affects that person.
- 12.7 Personal leave will accrue progressively during a year of service according to your ordinary hours of work and in accordance with s96(2) of the Act.
- 12.8 If you do not have any personal leave accrued or you have exhausted your entitlement to paid carers leave, you may take a period of up to two (2) days unpaid carers leave on each occasion that a member of your Immediate Family or household requires care or support due to the personal injury or illness of that person or an emergency that affects that person.
- 12.9 In order to take personal leave, you must inform Sephora as soon as possible that you will be absent. Sephora has a right to require you to provide documentary evidence for any period of sick or carers leave, including a doctor's certificate or a statutory declaration. A doctor's certificate is always required for a period of sick leave or carers leave of two (2) days or more, or which immediately precedes or follows a weekend, or a rostered day off or public holiday. If a doctor's certificate or other documentary evidence is requested or required for a period claimed as paid leave and you do not provide it, Sephora may regard the period as unpaid leave.

Compassionate Leave

- 12.10 You are entitled to two (2) days paid compassionate leave in accordance with the Act.
- 12.11 You are required to provide Sephora with any documentary evidence Sephora reasonably requires regarding any period of compassionate leave.

Parental Leave

- 12.12 Eligible employees will be entitled to unpaid Parental Leave in accordance with the Act.

Long Service Leave

12.13 Long Service Leave will accrue and be taken in accordance with the relevant long service leave legislation applicable to the State or Territory in which you are engaged.

Part Time Employees

12.14 Part Time employees will accrue leave on a pro rata basis in accordance with the Act.

Casual Employees

12.15 Subject to the provisions of the NES, Casual employees have no entitlement to paid leave and/or redundancy payments.

Paid Parental Leave

12.16 In addition to the unpaid parental leave available pursuant to the NES, Sephora has in place a paid parental leave policy which is inclusive of any paid parental leave benefits that may be introduced during the term of this Agreement.

Primary carers leave

12.17 The amount of paid parental leave that may be available to you is calculated with reference to the following formula for Primary Carers:

- (a) at the completion of the first 12 months of Continuous Service – six (6) weeks paid parental leave;
- (b) at the completion of the second 12 months of Continuous Service –ten (10) weeks paid parental leave;
- (c) at the completion of the third 12 months of Continuous Service - 14 weeks paid parental leave;
- (d) at the completion of the fourth 12 months of Continuous Service - 18 weeks paid parental leave;
- (e) at the completion of the fifth 12 months of Continuous Service - 22 weeks paid parental leave;
- (f) at the completion of the sixth 12 months of Continuous Service - 26 weeks paid parental leave.

Secondary Carers Leave

12.18 All Full Time and Part Time employees who have completed at least 12 months of Continuous Service at the time of birth or the adoption of a child will be eligible for two (2) weeks of secondary carers leave to support the birth or adoption of their child.

12.19 Secondary carers leave must be taken within the first 12 months of the birth or placement of a child.

Altruistic surrogacy leave

12.20 Full Time and Part Time employees with 12 months or more of Continuous Service and who will be an altruistic surrogate are eligible for six (6) weeks of paid surrogacy leave. The employee must notify the Company at least three (3) months before the expected birth and provide medical evidence confirming their pregnancy and their estimated due date.

12.21 Note for the purposes of Parental, Carers and Surrogacy leave:

- (a) "Continuous Service" for the purposes of this clause includes Full Time or Part Time service only and does not include any form of paid or unpaid parental leave or leave without pay or casual service.
- (b) All payments will be calculated with reference to your Base Salary/Minimum Hourly Rate (or Part Time equivalent) at the date of the taking of the leave.
- (c) Paid leave will be paid progressively on and from the commencement of your agreed period of leave in accordance with the relevant pay cycle.
- (d) Sephora will make superannuation contributions with respect to such payments in the following quarter.

Paid Family and Domestic Violence Leave

12.22 Sephora will provide up to ten (10) days' paid family and domestic violence leave in accordance with the NES.

Stand Down

12.23 Stand down shall be in accordance with s.524 of the Fair Work Act.

12.24 In circumstances where an Employee is stood down from work without pay pursuant to s.524 of the Fair Work Act, the Full Time or Part Time Employee may request to use any accrued annual leave or long service leave for the duration of the "stand down" (or part thereof).

13. Termination of Employment

Summary Dismissal

13.1 Subject to the NES, Sephora has the right at any time to dismiss you without notice or without payment in lieu of notice if you commit an act of gross misconduct or gross neglect of duty.

13.2 Instances which may result in instant dismissal include, but are not limited to:

- (a) theft, fraud, or assault;
- (b) wilful disobedience of a managerial direction;
- (c) releasing confidential trade or business secrets;
- (d) commit any serious or persistent breach of any of the provisions of this Agreement;
- (e) serious breaches of Sephora policies and procedures, including but not limited to, Sephora security procedures;
- (f) refusal or neglecting to comply with a lawful and reasonable direction given to you by Sephora;
- (g) abandonment of employment (includes, but is not limited to, a failure to attend for duty without an acceptable reason for two (2) consecutive shifts);
- (h) conviction over an indictable offence;
- (i) alcohol or non-prescribed drug use during working hours;
- (j) inaccurate or fraudulent submission of pre-employment information.

Notice of Termination

13.3 Either party may terminate the employment by providing written notice (or payment of wages in lieu) in accordance with the following scale:

| Period of continuous service with Sephora | Period of Notice |
|--|-------------------------|
| 1 year or less | 1 week |
| More than 1 year but less than 3 years | At least 2 weeks |
| More than 3 years but not more than 5 years | At least 3 weeks |
| More than 5 years | At least 4 weeks |

Note an additional week will be given if you are over 45 years of age.

13.4 You must provide Sephora with the same notice of termination as set out above.

13.5 You must provide any notice of termination in writing to your Manager. Sephora may, at its discretion, make a payment in lieu of the whole or part of the notice period calculated on your Base Salary or Hourly Rate of Pay.

14. Expenses

14.1 Sephora will reimburse you for all reasonable business expenses that are properly incurred by you in the course of the performance of your duties where approved in advance by Sephora. The reimbursement of all expenses is subject to the absolute discretion of Sephora.

14.2 Any reimbursement is conditional upon you presenting expense statements, receipts and/or other supporting documentation that Sephora may reasonably require. A request for an expense reimbursement may be denied if it not accompanied by the required documentation.

15. Policies and Handbook

Sephora will issue and may amend its policies and/or Handbook applicable to your employment. You will be expected to work in accordance with such policies that have application to your employment. The policies of Sephora are not contractual and do not form part of this Agreement.

16. Locker/Bag Inspections

Sephora may conduct random bag and/or locker inspections at any time. You will be required to participate and fully co-operate and present your bag/locker or personal effects for inspection upon request of management.

17. Redundancy

17.1 A redundancy is a decision made by Sephora that the job being performed by you is no longer required to be performed and that decision is not due to the ordinary and customary turnover of labour or redeployment.

- 17.2 In the event that your Full Time or Part Time position is made redundant, in addition to the period of notice which is prescribed for ordinary termination, you will be entitled to receive severance pay as set out in the NES subject to any application to the Fair Work Commission.
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18. Grievance Procedure

- 18.1 Where there is a grievance between you and Sephora with respect to this Agreement, the parties must engage in the Grievance Procedure set out in Annexure-3 - Grievance Procedure of this Agreement.
-

19. Flexibility

- 19.1 You and Sephora may agree to enter into an individual flexibility arrangement in accordance with the Act and Annexure 4 - Flexibility Arrangements of this Agreement.
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20. Consultation

- 20.1 Sephora will communicate as early as reasonably practical in relation to a definite decision by Sephora to introduce a major change to production, program, organisation, structure, or technology of its business. In circumstances where the change is likely to have a significant effect on employees, Sephora and you agree to engage in the Consultation Procedure set out in Annexure-5 - Consultation Procedure of this Agreement.
-

21. Application of this Agreement

- 21.1 The Agreement must be read in conjunction with the NES and applies to the exclusion of all:
- (a) industrial instruments (including but not limited to any relevant and otherwise applicable modern award);
 - (b) transitional industrial instruments; and/or
 - (c) state or federal legislation,
- unless provided for in this Agreement.
- 21.2 Where the NES provides a higher or more generous benefit, the NES benefit shall apply.
-

22. Definitions

Act means the *Fair Work Act 2009 (Cth)*, as amended from time to time.

Additional Hours means work performed by the employee at the direction of Sephora, which exceeds 76 hours in any fortnightly pay period.

Assistant Manager means a person appointed to the position of Assistant Manager to assist in the management of a Sephora Entitlement.

Base Salary means the Full Time rate of pay, based upon a minimum of 76 hours each fortnight.

Casual means an employee engaged in a casual capacity and paid at an hourly rate or as defined in the NES. Casual employees have no entitlement to any form of paid leave or

service-related entitlements under this Agreement. The Casual classifications and hourly rates of pay are set out at Annexure-1. Casuals are engaged on a shift-by-shift basis.

Certificate II means a Certificate II in make-up services or beauty services or hairdressing.

Diploma means Diploma in Beauty Therapy.

Employee Handbook means the Sephora Handbook as amended from time to time. The Employee Handbook does not form part of this Agreement.

Full Time means a person engaged to work a minimum of 76 hours each fortnight.

Hourly Rate of Pay for Full Time and Part Time employees is calculated with reference to the Base Salary for the position for a Full Time employee with a minimum 76 hour fortnight.

Immediate Family means:

- (a) a spouse, child, parent, grandparent, grandchild or sibling of yourself; or
- (b) a child, parent, grandparent, grandchild or sibling of your spouse (including a former spouse, de facto spouse or former de facto spouse).

Incidental Duties means duties incidental to the person's job description and may include clerical and administrative tasks, cashier operation, data entry, assistance in sales functions, customer contact and where necessary cleaning duties.

Part Time means a person engaged as such who works regular hours less than 76 hours each fortnight.

Primary Carer means the person who is most meeting the child's physical care and needs on a daily basis. This will usually be the mother of a newborn child or the initial primary carer of an adopted child. Only one (1) person can be the primary carer for a child at one (1) time.

Probation Period means the first six (6) months of your employment with Sephora.

Related Bodies Corporate has the definition as set out in the *Corporations Act 2001*.

Regular Roster means the fortnightly roster applicable to Full Time employment.

Rostered Hours means the hours that you are rostered to work in any fortnightly pay period for Full Time and Part Time Employees.

Roster Period means a fortnightly pay period determined by Sephora.

Secondary Carer means a person who has parental responsibility for the Child but is not the Primary Carer

Sephora means Sephora Australia Pty Ltd (ACN 169 030 737).

Sephora Establishment means a site or retail store operated by Sephora for the treatment of customers and/or sale or promotion of Hair, Beauty, Skin Care and Fragrance products including any "back of house" functions within the states and territories of Australia.

Week means Sunday to Saturday.

You means the Employee.

23. Delegates Rights

Workplace Delegates Rights will be provided in accordance with Annexure-7.

Signature Page

Signed for and on behalf of
Sephora Australia Pty Ltd
by its duly authorised representative
in the presence of:

Signed by
Employee Representative

Signature of authorised representative

Signature of Employee Representative

Name of authorised representative
(please print)

Name of authorised representative
(please print)

Capacity

Capacity

Date

Date

Address

Address

Annexure 1

Minimum Rates of Pay

| Non-Manager Classifications | Full time / Part time Hourly Rate of Pay On approval by FWC |
|------------------------------------|--|
| Advisor | \$27.00 |
| Inventory Employee | \$27.00 |
| Artist | \$27.50 |
| Artist (Specialist) | \$28.50 |
| Senior Artist | \$29.50 |
| Senior Inventory Employee | \$31.00 |
| Senior Advisor | \$31.00 |

| Managers | Base Salary on approval by FWC |
|-------------------|---|
| Assistant Manager | \$67,000 p.a. |
| Store Manager | \$79,000 p.a. |

Casual Hourly Rates of Pay

Casual Employees covered by this Agreement will be restricted to Advisor, Artist and Inventory roles (including Senior and Specialist Roles).

The minimum Casual Rates (inclusive of 25% casual loading) on approval of this Agreement shall be:

| | Minimum Casual Hourly Rate |
|---------------------------|-----------------------------------|
| Advisor | \$33.75 |
| Senior Advisor | \$38.75 |
| Artist | \$34.38 |
| Artist (Specialist) | \$35.63 |
| Senior Artist | \$36.88 |
| Inventory Employee | \$33.75 |
| Senior Inventory Employee | \$38.75 |

Casual Hours of Work

Casual Employees will have access to additional payments for overtime, weekend and public holiday work.

If you are a Casual Employee who works on a Saturday, Sunday or a Public Holiday shift your rate of pay will be:

| | |
|----------------|--|
| Saturday | 150% of the Minimum Casual Hourly Rate of Pay (including casual loading) |
| Sunday | 175% of the Minimum Casual Hourly Rate of Pay (including casual loading) |
| Public Holiday | 250% of the Minimum Casual Hourly Rate of Pay (including casual loading) |

"Overtime" for Casual Employees includes:

- (a) hours worked at the direction of your Manager outside of the Span of Hours; and
- (b) hours worked at the direction of your Manager in excess of nine (9) hours on any day (**Casual Overtime Hours**).

Where Casual Overtime Hours are worked, the following additional payments will apply in the absence of any other higher applicable allowance or penalty rate:

| | Percent of Minimum Casual Hourly Rate (inclusive of casual loading) |
|----------------------------------|--|
| Monday to Saturday first 3 hours | 175% |
| Monday to Saturday after 3 hours | 225% |
| Sunday | 225% |
| Public Holiday | 275% |

Increases in Minimum Rates during the Term

Within the Term of this Agreement the Minimum Rates of Pay (including Casual Rates) will be increased as follows:

| | |
|-------------|-------|
| 1 July 2025 | 4.0% |
| 1 July 2026 | 3.5% |
| 1 July 2027 | 3.25% |

Annexure 2

Allowances

1. Breaks and Meals

- 1.1 You shall be entitled to meal breaks and rest breaks in accordance with the following schedule.

| Shift Duration | Unpaid (Meal) Break | Paid (Rest) Break |
|--|---------------------|-------------------|
| First 4 hours worked | N/A | N/A |
| From completion of the 4 th hour to commencement of the 5 th hour worked | N/A | 15 minutes |
| From completion of the 5 th hour to the completion of the 8 th hour worked | 30 minutes | N/A |
| Before the completion of 7.6 hours of work, exclusive of unpaid break | N/A | 10 minutes |

Note: Unpaid (Meal) Breaks are not counted as hours worked. The time of any unpaid break must be agreed with your Manager on shift.

2. Jury Duty Allowance

- 2.1 If you are required to attend jury duty during ordinary working hours, you shall be reimbursed by Sephora as follows:
- you shall receive regular pay for the period;
 - you shall notify Sephora as soon as possible of the date upon which you are required to attend for jury duty. Also, you shall give Sephora proof of your attendance, time duration of such attendance and evidence of the amount received in respect of such jury service; and
 - you must return to Sephora any payments received from the relevant court or tribunal for jury duty.

3. First Aid

If you currently hold a first aid qualification and are appointed by Sephora to perform first aid duties, you shall receive a first aid allowance of \$2.80 for any shift that you are appointed to perform this additional role.

4. Travel Allowances

Where an employee is required by Sephora to use their motor vehicle to perform duties pursuant to this Agreement, the per kilometre allowance will be 98 cents per kilometre provided that all such transportation must be approved by the relevant manager in advance.

5. Laundry Allowance

If as part of your duties as a Full Time employee you are allocated a uniform and required to wear the uniform as part of your duties, you will be required to clean and maintain the uniform in accordance with Sephora policy. You will also be paid a laundry allowance of \$2.00 each shift. The Part Time and or Casual laundry allowance shall be \$2.00 for each day worked.

6. Meal Allowance

Where a Full Time or Part Time employee is required to work a shift that extends beyond nine (9) hours (exclusive of meal breaks) and you have not been provided with 24 hours' notice of the requirement to work in excess of nine (9) hours in any shift, you will be paid a meal allowance of \$23.00 or be provided with a meal or meal voucher(s) by Sephora.

7. Sephora Captains Allowance

7.1 Sephora may offer the Sephora Captains Allowance to Non Managers.

7.2 If you are nominated to be the "Sephora Captain" on any shift, you will be responsible for additional duties associated with a nominated Sephora product, service or marketing initiative or promotion. As the Sephora nominated captain on any shift, you will have additional duties including:

- (a) data collection;
- (b) installation and maintenance of visual merchandising;
- (c) stocktake; and
- (d) the conduct educational briefings and specialist training associated with any promotion or brand.

7.3 The Sephora Captains Allowance is a store-based initiative. The Sephora Captains Allowance, where offered as part of your roster, will be an additional 85 cents per hour and may be offered on a shift-by-shift basis to Full-Time or Part Time Non Managers only.

8. Leave

Allowances are not payable whilst you are on any form of paid or unpaid leave.

Annexure 3

Grievance Procedure

If a dispute relates to:

- (a) a matter arising under the Agreement: or
- (b) the NES,

this term sets out procedures to settle the dispute.

A party to the dispute may appoint another person, organisation or association (including but not limited to a legal representative) to accompany or represent them in relation to the dispute.

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

The Fair Work Commission may deal with the dispute in two (2) stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

Annexure 4

Flexibility Arrangements

1. An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the Agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
2. The employer must ensure that the terms of the individual flexibility arrangement:
 - (d) are about permitted matters under section 172 of the Act; and
 - (e) are not unlawful terms under section 194 of the Act; and
 - (f) result in the employee being better off overall than the employee would be if no arrangement was made.
3. The employer must ensure that the individual flexibility arrangement:
 - (g) is in writing; and
 - (h) includes the name of the employer and employee; and
 - (i) 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
 - (j) includes details of:
 - (vi) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (vii) how the arrangement will vary the effect of the terms; and
 - (viii) how the employee will be better off overall in relation to the terms and conditions of your employment as a result of the arrangement; and
 - (k) states the day on which the arrangement commences.
4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
5. The employer or employee may terminate the individual flexibility arrangement:
 - (l) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (m) if the employer and employee agree in writing - at any time.

Annexure 5

Consultation Procedure

6. This term applies if the employer:
- (n) 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
 - (o) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

7. For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
8. The relevant employees may appoint a representative for the purposes of the procedures in this term.
9. 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.
10. 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.
11. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
12. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

13. 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 (2)(a) and subclauses (3) and (5) are taken not to apply.
14. In this term, 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

15. For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
16. The relevant employees may appoint a representative for the purposes of the procedures in this term.
17. 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.
18. 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).

19. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
20. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
21. In this term:
relevant employees means the employees who may be affected by a change referred to in subclause (1).

Annexure 6

Sephora Rostering Principles

Sephora has the following overarching Rostering Principles that apply to our team. There are slight variations in the Principles based on your employment status type (full-time, part-time or casual) or if it is a peak trade period, typically mid-November to early January (Peak Trade).

Principles for all Employees

- Sephora will issue rosters no later than 14 days in advance.
- Extended hours may be required to support Peak Trade. Sephora will endeavour to roster Employees to their contracted hours across the roster period rather than rostering them overtime.
- If an Employee requests an extended unpaid break, this unpaid break should be accepted if it does not impact business operations. The unpaid break should not exceed 60 minutes.
- All designated breaks must be taken, including unpaid breaks. An Employee can choose to combine any single paid break with an unpaid break to create an extended break. These arrangements must be confirmed by the Employee in writing, email or text and may (if agreed) operate beyond a single shift.
- Weekend and public holidays shifts will, as far as reasonably practicable, be shared amongst all permanent team members in a Sephora Establishment.

Full-time Employees

- Typically Ordinary Hours will be rostered on a 5 x 7.6 hour shift pattern each week
- By mutual agreement, we may allow a 6th shift to be worked in a week of a roster pattern, however, no more than 11 shifts can be worked in a fortnightly period.
- Any set roster patterns will be reviewed and rotated from time-to-time. This can be initiated by the business or the Employee.

Part time Employees

- Minimum part-time agreed hours per week is 7.6 hours, unless an existing arrangement was in place prior to commencement of this Enterprise Agreement.
- There is an ability to 'flex up' part-time hours at the time of roster issuing if mutually agreed to by the Employee and the Manager and this confirms that temporary agreement in writing.
- Sephora and an Employee can mutually agree, in writing, to temporarily or permanently increase Agreed Hours for part-time work.
- Minimum daily hours will be no less than four (4) hours.

Casuals

- Will be rostered on ad-hoc basis on a four (4) hour shift minimum.

Annexure 7

Workplace Delegates' Rights

Workplace Delegates

Workplace delegates' rights

- 1** Clause 33A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 33A.

- 2** In clause 33A:
- (a) **employer** means the employer of the workplace delegate;
 - (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
 - (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.
- 3** Before exercising entitlements under clause 33A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.
- 4** An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

5 **Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 33A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 33A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

8 Entitlement to reasonable access to training

The employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace

delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

9 Exercise of entitlements under clause 33A

- (a) A workplace delegate's entitlements under clause 33A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 33A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 33A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 33A.