



# HUGO BOSS

## ENTERPRISE AGREEMENT 2024

Effective: 30 January 2025 | Nominal Expiry: 30 June 2028



# HUGO BOSS



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Hugo Boss Australia Pty Ltd T/A Hugo Boss**  
(AG2024/5223)

## **HUGO BOSS ENTERPRISE AGREEMENT 2024**

Retail industry

COMMISSIONER YILMAZ

MELBOURNE, 23 JANUARY 2025

*Application for approval of the HUGO BOSS Enterprise Agreement 2024*

[1] An application has been made for approval of an enterprise agreement known as the *HUGO BOSS Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Hugo Boss Australia Pty Ltd T/A Hugo Boss. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] I note that the Notice of Employee Representational Rights (NERR) was not provided in the correct form. The NERR contained a minor difference in the title for the Agreement to the one noted above. However, I am satisfied that this constitutes a minor procedural or technical error, that the employees were not likely to have been disadvantaged by the error, and the error may be disregarded pursuant to s.188(2) of the Act.

[4] The Shop, Distributive and Allied Employees Association being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

**[5]** The Agreement is approved and in accordance with s.54, will operate from 30 January 2025. The nominal expiry date of the Agreement is 30 June 2028.



COMMISSIONER

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# HUGO BOSS

## ENTERPRISE AGREEMENT 2024

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# Section 1 - Introduction

## Statement

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If you're driven by ambition, we can offer you the road to success.

Our aim is to provide our valued clients with amazing customer service and a remarkable shopping experience on every occasion they enter a store or concession.

To achieve this, we need the most talented and driven people to represent our business.

This Agreement seeks to support our commitment to promoting a high-performance culture and creating a fair and consistent work environment. We are committed to offering you every opportunity to grow, learn and build a career in our business.

## Definitions

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1. 'Agreement' means the **HUGO BOSS** Enterprise Agreement 2024.
2. The words 'you', 'your' and 'yourself' are to be interpreted as referring to the employee to whom this Agreement applies.
3. The words '**HUGO BOSS**', 'us', 'our', 'we', 'the company' or 'business' are to be interpreted as referring to the employer to whom this Agreement applies, that is **HUGO BOSS** Australia Pty Ltd [ACN 007 085 538].
4. The word 'employee' is a person employed by **HUGO BOSS** who is covered by this Agreement.
5. '**FWC**' means Fair Work Commission.
6. '**Act**' means the *Fair Work Act 2009* (Cth) as varied from time to time. Reference to any legislation or any section or provision thereof includes any statutory modification or re-enactment thereof or any statutory provision substituted therefore and any ordinances, by-laws, regulations or other statutory instruments issued thereunder.
7. '**NES**' means the National Employment Standards under the Act.
8. '**Base Rate of Pay**' means the rate of pay payable to you for your ordinary hours of work, but not including any of the following:
  - (a) casual loading;
  - (b) monetary allowances;
  - (c) overtime or penalty rates;
  - (d) incentive-based payments and bonuses;
  - (e) any other separately identifiable amounts.
9. For non-salaried employees, '**Hourly Rate of Pay**' means the hourly rate of pay for your classification as outlined in Section 13 - Wage Rates of this Agreement for working ordinary hours. If you are a casual employee, your '**Hourly Rate of Pay**' includes your casual loading.
10. For salaried employees, '**Hourly Rate of Pay**' means the annual salary divided by 52 and this amount divided by 38.
11. '**Adult**' means a person who is 18 years of age or older.
12. A member of your '**immediate family**' includes:
  - (a) a spouse, child, parent, grandparent, grandchild, or your sibling;
  - (b) a child, parent, grandparent, grandchild or sibling of your spouse;
  - (c) a child placed on a permanent care order or long-term foster arrangement; and
  - (d) a person significant to the employee to whom the employee provides regular care.
13. '**Spouse**' includes the following:

- (a) a former spouse;
  - (b) a de facto spouse; or
  - (c) a former de facto spouse.
14. '**Award**' means the *General Retail Industry Award 2020* as varied from time to time.
15. '**Term**' means the period from the commencement of the Agreement until the nominal expiry date of the Agreement.
16. '**Close Relative**' means a member of an employee's immediate family or is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
17. '**Permanent Employee**' means an employee who is employed on a full time or part time basis whether for a fixed term, project or an ongoing basis.
18. '**Serious Misconduct**' has the meaning defined by the *Fair Work Regulations 2009* (Cth) and includes but is not limited to:
- (a) wilful or deliberate behaviour that is inconsistent with the continuation of the contract of employment;
  - (b) conduct that causes serious and imminent risk to:
    - i. the health or safety of a person; or
    - ii. the reputation, viability or profitability of the employer's business;
  - (c) engaging in theft, fraud, assault or sexual harassment in the course of the employee's employment;
  - (d) being intoxicated at work;
  - (e) refusing to carry out a lawful and reasonable instruction that is consistent with the employee's Agreement or contract of employment.
19. '**Industrial Action**' has the meaning defined under section 19 of the Act.



## **Parties to the Agreement**

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20. This Agreement applies to:
- (a) HUGO BOSS; and
  - (b) any person that is employed by HUGO BOSS within one of the classifications contained in Section 3 of this Agreement.

## **Operation of the Agreement**

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21. This Agreement commences at the commencement of the first full pay period on or after the Agreement is approved by the FWC and will nominally expire on 30 June 2028.
22. The Agreement is a stand-alone agreement and will not be read in conjunction with any other industrial agreement or award unless where specifically prescribed.
23. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES and the NES provides a greater benefit to the employee, the NES will apply to the extent of the inconsistency but will not provide an employee with a double benefit.

## **Intention of Agreement**

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24. The purpose of this Agreement is to:
- (a) promote good relations between the Company and its employees;
  - (b) assist in the development of the Company as an organisation in which all employees are committed to its survival and economic success;
  - (c) create an organisation that services the needs of its stakeholders, including the employees, to help ensure continued viability and job security through continuous improvement of practice.

## Section 2 - My Remuneration

### My wage/ salary

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25. If you are a non-salaried employee, you will be paid the rates set out in Section 13 - Wage Rates of the Agreement.
26. If you are a salaried manager, you will be paid the salary set out in Section 14 – Manager Salaries of the Agreement.

### How your wages will be paid

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27. Non-salaried employees will be paid in arrears on the same day of each fortnight by Electronic Funds Transfer ('EFT').
28. Salaried employees will be paid by EFT on the 25<sup>th</sup> day of each month or as close to in the event the 25<sup>th</sup> is a weekend or public holiday.
29. Payment on termination of employment:  
HUGO BOSS must pay an employee no later than 7 days after the day on which the employee's employment terminates:
  - (a) the employee's wages/salary under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
  - (b) all other amounts that are due to the employee under this Agreement and the NES.
30. The requirement to pay wages and other amounts under clause 29 is subject to further order of the FWC and the employer making deductions authorised by this Agreement or the Act.
31. HUGO BOSS may change the pay cycles in above clauses 27 and 28 to a weekly pay cycle by giving you 4 weeks' notice of the change.
32. In the event that you are incorrectly overpaid, the amount of monies overpaid will be deducted from your pay. In the event of an overpayment, we will meet with you to discuss and explain how you were overpaid and then agree on how the overpayment will be deducted. In coming to a mutually reasonable agreement, we will take into account the amount of the overpayment and your personal circumstances.
33. You agree that any monies owed to us including any overpayments may be deducted from your final termination pay. Before deducting the overpayment, we will provide written confirmation to you of the calculation of the overpayment to agree to the deduction, which you are welcome to discuss with us noting that you will not unreasonably withhold your consent.

### Superannuation

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34. You will be entitled to superannuation in accordance with the federal superannuation guarantee legislation, regardless of age.
35. Subject to clause 36 below, your default superannuation contributions will be paid into AustralianSuper or another fund nominated by us that offers a MySuper product.
36. You may choose the superannuation fund that you would like HUGO BOSS to make your superannuation contribution payments to. To nominate your choice of fund, you must inform HUGO BOSS of your chosen superannuation fund in writing using the appropriate Superannuation Standard Choice Form (or any other form nominated by the Australian Taxation Office).
37. Subject to the governing rules of the relevant superannuation fund, we will also make the superannuation contributions provided for in this clause and pay the amount authorised for:
  - (a) paid leave - while the employee is on any paid leave;
  - (b) work-related injury or illness - for the period of absence from work (subject to a maximum of 52

weeks) of the employee due to work-related injury or work-related illness provided that:

- I. the employee is receiving workers compensation payments or is receiving regular payments directly from HUGO BOSS in accordance with the statutory requirements; and
- II. the employee remains employed by HUGO BOSS.

## Section 3 - My duties and terms and conditions of employment

### Type of Employment

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38. You will be engaged on a permanent (full time or part time), casual or temporary basis.
39. At the time of engagement, you will be advised in writing of your classification and whether you are to be employed on a permanent, casual or temporary basis.
40. If you are a full-time employee, you can only become a part-time employee with the employer's written agreement.
41. A full-time employee:
  - (a) may request to become a part-time employee; and
  - (b) if that request is granted by us, may return to full-time employment at a future date agreed in writing with us. When coming to an agreement, we will take into consideration the operational requirements of the business.
42. A casual employee may give HUGO BOSS written notification as per s66AAB of the Act to become a part-time or full-time employee if the casual employee meets the requirements under the Act.
43. HUGO BOSS will respond to a notification under clause 42 as per the Act and all other terms relating to casual conversion under the Act will apply.

### Salaried Managers

44. If you are a salaried manager, you will be paid no less than the minimum annual salary as outlined in Section 14 of this Agreement.
45. If you are a salaried employee, the following clauses of this Agreement do not apply to your employment:
  - (a) Clause 25
  - (b) Clause 51 to 60
  - (c) Clause 66, 67, 68 & 69
  - (d) Clause 80 & 81
  - (e) Clause 170
  - (f) Clause 172
  - (g) Clause 175
46. If you are a full-time salaried manager, you will work 152 hours over a 4 week roster cycle.
47. If you are a part time salaried manager, you will work less than 152 hours over a 4 week roster cycle.
48. From time to time, to complete your managerial duties, you may be required to work reasonable additional hours to those specified in clauses 46 and 47. If this occurs, you will not receive any additional payment as these additional hours have already been factored into your salary. Reasonableness will be determined in accordance with clauses 83 and 84.
49. If you are a salaried manager and you work on a public holiday, you will be given time off in lieu, equivalent to a half day (3.8 hours) for less than or equal to 3.8 hours worked on a public holiday or a full day (7.6 hours) for more than 3.8 hours worked on a public holiday. For example, if you work 5 hours on a public holiday, you will receive 1 day (7.6 hours) time off in lieu or if you work 3 hours on a public holiday, you will receive a half day (3.8 hours) time off in lieu. This paid time off must be taken within 3 months of the public holiday falling or at another time by mutual agreement and will be paid at your Hourly Rate of Pay.

50. Where an employee has accrued but untaken time off in lieu at the time of termination, the accrued time off in lieu will be paid to the employee upon termination at the employee's Hourly Rate of Pay.

### **Non-Salaried Full time employee**

51. Full time employees are engaged to work an average of 152 hours over a 4 week roster cycle.

### **Non- Salaried Part time employee**

52. At the time of engaging a part time employee, we will agree, in writing, with the part time employee on a regular pattern of work. This will include the number of hours to be worked on each particular day of the week (guaranteed hours), start and finishing times and when meal breaks may be taken.
53. A part-time employee's base hours will be a minimum of 32 hours and a maximum of less than 152 hours over a 4 week roster cycle. The minimum daily engagement for part time employees is 3 hours.
54. Any agreement to vary the regular pattern of work (referred to herein as 'flex-up') will be made in writing before the varied hours commence. A variation under this subclause may be of a temporary (including ad-hoc or one-off variations) or permanent nature. A part time employee can elect to provide written standing consent to vary their regular pattern of work in order to work additional hours at their ordinary hourly rate of pay (and penalties where applicable) provided such standing consent may be withdrawn by the employee at any time. (To avoid doubt, a part-time employee who provides standing consent can still verbally refuse to work hours when offered on any occasion.) Such a variation in writing may be made by electronic means.
55. If a part-time employee regularly works more than their base hours over a 4 week roster cycle during the first 12 months after the commencement of this Agreement, the employee may request in writing that their base hours per 4 week roster cycle be increased on an ongoing basis to reflect the average minimum number of ordinary hours worked per 4 week roster cycle during that 12 month period.
56. A part-time employee can make a request in accordance with clause 55 once every 12 months.
57. HUGO BOSS will respond in writing to a part-time employee's request made in accordance with clause 55 or 56 within 21 days irrespective of whether the request is agreed or refused. HUGO BOSS will only refuse a request under this clause on reasonable business grounds and after consultation with the employee. If the request is refused, HUGO BOSS will provide the employee with the reasons for the refusal.
58. Any variation to an employee's minimum base hours as a result of a request made in accordance with clause 55 or 56 must be agreed to in writing, and will apply from the next full 4 week roster cycle after the variation agreement is made.
59. If in any fortnightly cycle a part time employee wishes to be rostered fewer ordinary hours, they can make a request to store management to work less hours. If this request is approved, the employee will be paid annual leave for the hours they have requested not to work, and in the event that the employee does not have sufficient annual leave accrued, the absence will be recorded as unpaid leave. If an employee makes a request to have the reduced hours recorded as unpaid leave in circumstances where they have sufficient annual leave accrued to cover this period, this clause does not prohibit HUGO BOSS from considering such requests on a case-by-case basis.
60. A part-time employee will receive on a pro-rata basis equivalent pay and conditions to full time employees who perform the same work.

### **Casual employee**

61. Casual employees are defined by the Act. Casual employees will be paid the rates as outlined in Section 13 of the Agreement, which includes a casual loading. The minimum daily engagement for casual employees is 3 hours. Casual employees are not entitled to paid leave entitlements, except paid family and domestic violence leave as per the Act and long service leave. Casual employees are also not entitled to notice of termination or payment in lieu, redundancy pay or payment for not working public

holidays. Casual employees may be entitled to convert to permanent employment as per the Act.

### **Temporary Employee**

62. If you are a temporary employee, you will be engaged on either a full time, part time or casual basis for a specified term or to carry out a specific task or project.
63. Upon commencement if you are a temporary employee, you will be provided with written notification of the start and finish dates of your employment or the specific task or project for which the term of your employment covers and also any terms outlining when the contract may be terminated.

### **Voluntary Meetings**

64. Despite any clauses to the contrary, where an employee attends a non-compulsory training session run by the employer, the employee will be remunerated at their Hourly Rate of Pay for the duration of the training. The employer may schedule up to a maximum of 4 x 2-hour training sessions per year, which are voluntary. Attendance upon these training sessions is therefore at the discretion of the employee. These non-compulsory training sessions do not form part of an employee's ordinary hours of work for any purpose.

## Employment Classifications

65. You may be employed within one of the following classifications:

Classification	Classification Description
Sales Consultant	A Sales Consultant (Level 1) is an employee appointed by us to this role to perform duties associated with the day-to-day operations of a shop or storeroom including but not limited to sales, customer service and incidental visual merchandising and cleaning functions.
Stock Coordinator	A Stock Coordinator (Level 1) is an employee appointed by us to this role to perform stock movement and maintenance functions in store. An employee at this level is responsible for conducting stock takes, monitoring loss prevention and shrinkage, management of freight costs and stock movement, transfers and recalls.
Visual Merchandiser	A Visual Merchandiser (Level 1) is an employee who is appointed by us to this role. An employee in this role is required to perform visual merchandising functions. It is not a requirement of this role to hold a qualification in visual merchandising.
Supervisor	A Supervisor (Level 3) is an employee appointed by us as such. In addition to performing duties of lower grades, an employee at this level is appointed to provide assistance to the Assistant Store Manager and Store Manager in the supervision of staff and other duties including opening and/or closing of the store, providing associated security and securing cash.
Assistant Store Manager	An Assistant Store Manager is an employee appointed by us as such. In addition to performing duties of lower grades, an employee at this level is appointed to assist the Store Manager in the general managerial and operational functions of the store.
Sales Manager	A Sales Manager is an employee appointed by us as such. In addition to performing duties of lower grades, an employee at this level is appointed to assist the Store Manager in the general managerial and operational functions of the store.
Store Manager	A Store Manager is an employee appointed by us as such. In addition to performing duties of lower grades, an employee at this level is appointed to manage a store or concession(s).

## Section 4 - My hours of work

### Spread of ordinary hours

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66. The spread of ordinary hours include any time, Monday to Saturday between 7am and 11pm and Sunday between 9am and 11pm.
67. Hours of work on any day must be continuous, except for meal breaks and rest pauses.

### Hours of work

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68. An employee's times and days of availability will be agreed at the time of employment. If for any reason an employee wishes to alter these days and times of availability, this must be discussed with the employee's line manager. This request will be considered in line with the operational requirements of the business. HUGO BOSS will endeavour to support an employee's revised availability to the extent it is operationally practical. However, it may be necessary for the employee's employment category, classification and/or ordinary hours to change to reasonably accommodate the employee's revised availability. Any change to the employee's employment status, classification or ordinary hours will be mutually agreed. HUGO BOSS may decline to accept an employee's request to change availability on reasonable grounds.
69. We may require you to work the following hours:
- (a) if you are a full time, part-time or casual employee, no more than an average of 152 hours over a 4-week roster period;
  - (b) full time, part-time and casual employees may be engaged for a maximum of 9 hours per day or 11 hours once per week (excluding unpaid breaks).

### Rosters

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70. Permanent employees will be given a regular roster setting out starting and ceasing times for each day at least one week in advance.
71. The roster may be altered with less than one week's notice if there is an emergency or by mutual agreement at any time.
72. If you are employed on a casual basis, you are not entitled to a fixed roster and your hours may be varied at any time.
73. Subject to clause 68, if your availability changes, you are required to advise us at least 2 weeks in advance of the roster being set. Your availability may impact on the numbers of hours you may be rostered to work from week to week.
74. Permanent employees who have a regular roster will be consulted by us about a change to that regular roster. Employees may be represented for the purposes of that consultation.
75. Permanent employees that regularly work on Sundays will be rostered in such a way that they have 3 consecutive days off (including Saturday and Sunday) per 4 week roster cycle, unless the employee requests and employer HUGO BOSS agrees in writing to any alternative rostering arrangement.
76. Unless an alternate arrangement has been agreed between HUGO BOSS and an employee at the employee's request, HUGO BOSS will roster Employees in a manner that provides Employees with 2 consecutive days off per week or 3 consecutive days off per fortnight.
77. HUGO BOSS will not roster Employees to work more than 6 consecutive days.
78. HUGO BOSS will not roster full time Employees to work more than 20 days in a 4 week roster cycle.
79. For the purposes of consultation in clause 74, we will follow the process set out at clauses 152 to 159.



## Overtime

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80. For permanent non-salaried employees, 'Overtime' consists of any hours that we require you to work:
- (a) outside the spread of hours in clause 66;
  - (b) outside the hours that apply to your employment in clause 69;
  - (c) outside the rostering conditions in clauses 75, 76 and 77, except where the employee and HUGO BOSS agree to alternative rostering arrangements.
81. Overtime will be paid at the rates prescribed in Section 13 for non-salaried permanent employees and calculated on a daily basis.
82. HUGO BOSS will pay a casual employee at the casual employee overtime rates specified in Section 13 of the Agreement for casual employees (which is inclusive of the casual loading) for hours worked by the casual employee and calculated on a daily basis:
- (a) in excess of 152 ordinary hours per 4 week roster cycle; or
  - (b) outside the spread of ordinary hours for each day specified in clause 66 of the Agreement; or
  - (c) in excess of 11 hours on one day of the week and in excess of 9 hours on any other day of the week (excluding unpaid breaks).
83. We can require you to work a reasonable amount of overtime. An employee may refuse to work overtime hours if they are unreasonable.
84. When determining whether the amount of overtime that you are required to work is reasonable or unreasonable, we will take all relevant factors into account. Those factors may include, but are not limited to, the following:
- (a) any risk to your health and safety that might reasonably arise if you worked the overtime;
  - (b) your personal circumstances (including family responsibilities);
  - (c) the needs of the workplace;
  - (d) any entitlement to overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working overtime;
  - (e) any notice given by us of the requirement or request that you work the overtime;
  - (f) any notice given by you of your intention to refuse to work the overtime;
  - (g) the usual patterns of work in the retail industry, or the part of an industry in which you work;
  - (h) the nature of your role and level of responsibility;
  - (i) whether the overtime is in accordance with the averaging arrangement in this Agreement; and
  - (j) any other relevant matters.

## Breaks

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85. Unless mutually agreed otherwise you are entitled to the following breaks:

Hours actually worked	Break entitlement during the period of the shift
Less than 4 hours	No breaks
4 hours but no more than 5 hours	10 minute paid rest break

More than 5 hours but less than 7 hours	10 minute paid rest break; and 30 minute unpaid meal break
7 hours or more but less than 10 hours	Two 10 minute paid rest breaks (one 10 minute rest break taken in the first half of the work hours and the second taken in the second half of the work hours); and 30 minute unpaid meal break
10 hours or more	Two 10 minute paid rest breaks (one 10 minute rest break taken in the first half of the work hours and the second taken in the second half of the work hours); and Two 30 minute unpaid meal breaks

86. Your breaks:

- (a) are subject to the roster provisions of this Agreement; and
- (b) must be taken in accordance with the rostered break time or at a reasonably practicable time subject to clause 85.

87. In rostering rest and meal breaks, we will ensure that you have meaningful breaks during work hours.

88. You may not take a rest break or unpaid meal break within one hour of commencing or ceasing work.

89. You will not be permitted to combine a rest break with an unpaid meal break unless otherwise approved by an Area Manager.

90. You will not be required to work more than 5 hours without taking a meal break.

91. You will be given a minimum break of 10 hours between when you finish work on one shift and commencing work on the next shift. If you start your next shift without having a 10 hour break between shifts, you will be paid at the Overtime (after 3 hours) rate described in Section 13 – Wages of this Agreement for each hour worked until you have had a break of 10 consecutive hours.

92. Employees may request to have a 12 hour break between shifts instead of a 10 hour break as prescribed in clause 91. Where an employee requests to have a 12 hour break, any reference to 10 hours in clause 91 will apply as if it references 12 hours instead.

## Section 5 - When am I entitled to time off?

### Annual Leave

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93. Permanent employees are entitled to 4 weeks of paid annual leave per year, accruing progressively on ordinary hours of work (excluding overtime).
94. When you take annual leave, you will be paid for your ordinary hours of work at the Hourly Rate of Pay that applies to you immediately prior to taking annual leave.
95. You must receive written approval from us before taking annual leave. You should not make firm annual leave arrangements until written approval has been received.
96. Annual leave is cumulative and counts as service.
97. We may require you to take annual leave under the following circumstances:
  - (a) where you have excessive leave accruals. Where this is the case, we will first genuinely try to reach agreement with you to take a period of annual leave, but where no agreement is reached, we may direct you in writing to take a period of annual leave. However, the direction:
    - I. will be of no effect if it would result in your remaining annual leave accrual to be less than 6 weeks (pro rata for a part-time employe);
    - II. will not require you to take any period of paid annual leave of less than 1 week; and
    - III. will not require you to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given;
  - (b) where the business or part of the business has closed operations for a period of time. Where this is the case, we will give you 28 days' written notice of the temporary shut down.
98. Unless there are exceptional circumstances, a request for annual leave over peak operating periods (e.g. Christmas, Easter, Spring Carnival, clearance sale) will not be approved. Any such request will be assessed on a case by case basis.
99. You are entitled to cash out an amount of annual leave under the following conditions:
  - (a) you must give us a written request to cash out the amount of annual leave on each occasion; and
  - (b) your remaining annual leave entitlement must be at least 4 weeks; and
  - (c) we must authorise you to cash out that leave on each occasion; and
  - (d) the amount paid will be what you would have been paid had you taken the leave at the time of making the request and
  - (e) if you are under 18 you must have the written consent from their parent or guardian to any cashing out of annual leave.
100. On termination of employment any accrued annual leave entitlement will be paid out to you at your Hourly Rate of Pay at the time of termination.
101. Annual leave loading is not payable as this has been factored into your Hourly Rate of Pay.

## Personal / Carer's Leave

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102. Personal / Carer's Leave is:
- (a) paid leave (personal leave) taken by you because you are not fit for work because of a personal illness or injury affecting you; or
  - (b) paid or unpaid leave (carer's leave) taken by you to provide care or support to a member of your immediate family or household who requires care or support because of:
    - I. a personal illness or injury; or
    - II. an unexpected emergency.
103. Permanent employees are entitled to 10 days of paid Personal/ Carer's Leave per year, accruing progressively on ordinary hours of work. When you take paid Personal/ Carer's Leave, you will be paid at the Hourly Rate of Pay that applies to you immediately prior to taking Personal/ Carer's leave.
104. Your entitlement to paid and unpaid Personal/ Carer's Leave is dependent upon you:
- (a) personally notifying your supervisor/ manager via a telephone call at least 2 hours prior to your rostered start time, or where that is not possible, as soon as is reasonably practicable before your rostered start time that you will be absent; and
  - (b) if requested by HUGO BOSS, providing satisfactory evidence of your illness or injury (or of the illness, injury or emergency related to your immediate family member or member of your household) being a medical certificate from a registered health practitioner as requested by us.
105. Where you take a period of Personal/Carer's Leave for the purpose of caring for a person who is frail or aged or has a long-term disability or illness, you may provide satisfactory evidence for an enduring period rather than on each occasion.
106. Paid personal leave is cumulative and counts as service.
107. You are not entitled to be paid out any accrued paid personal leave on termination of your employment.
108. Unpaid carer's leave of 2 days per occasion is available to a Permanent Employee who has used their entitlement to paid carer's leave.
109. Unpaid carer's leave of 2 days per occasion is available to casual employees who are not entitled to paid carer's leave.

## Compassionate Leave

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110. If you are a Permanent Employee, you are entitled to 2 days of paid compassionate leave for each permissible occasion when:
- (a) a member of your immediate family or a member of your household:
    - I. contracts or develops a personal illness or sustains an injury that poses a serious threat to that person's life; or
    - II. dies or
  - (b) a child is stillborn, where the child would have been a member of your immediate family, or a member of your household, if the child had been born alive; or
  - (c) you, or your spouse or de facto partner, has a miscarriage.
111. If you are a Permanent Employee who takes compassionate leave, you will be entitled to be paid at the Hourly Rate of Pay applicable to you immediately prior to taking compassionate leave.
112. Casual employees are also entitled to take compassionate leave but on an unpaid basis.
113. You may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 2 day period; or
- (b) 2 separate periods of 1 day each; or
- (c) any separate periods by mutual agreement

114. Your entitlement to compassionate leave is dependent on the provision of evidence that would satisfy a reasonable person of the illness, injury or death, should we request it.

## **Community Service Leave**

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115. If you are a permanent or casual employee who engages in Eligible Community Service Activity, you are entitled to be absent from work for:

- (a) the time when you are engaging in the activity;
- (b) reasonable travelling time associated with the activity; and
- (c) reasonable rest time immediately following the activity.

116. If you will be absent from work under clause 115, you must notify your immediate Manager as soon as practicable and advise the period, or expected period of the leave. If possible, notification should be given prior to your rostered start time.

117. We may require you to provide evidence (e.g. statutory declaration) of the requirement to take a period of community service leave under clause 115.

118. You are not entitled to payment for an absence for community service leave, except for an absence on jury service in accordance with clause 119 of the Agreement.

119. Subject to any State or Territory jury service law that prescribes otherwise:

- (a) if you are a Permanent Employee absent from work for the purposes of jury service, you will be paid the Hourly Rate of Pay that applies to you immediately prior to taking leave for your ordinary hours of work in the period, up to a maximum of 10 days. The amount payable to you will be reduced by the total amount of jury service pay that has been paid, or is payable, to you;
- (b) casual employees are not entitled to payment for jury service unless provided for by a State or Territory law dealing with payment for jury service.

120. Eligible Community Service Activity means:

- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, State or Territory; or
- (b) a Voluntary Emergency Management Activity.

121. Voluntary Emergency Management Activity means where an employee:

- (a) engages in an activity that involves dealing with an emergency or natural disaster;
- (b) engages in the activity on a voluntary basis;
- (c) the employee is a member of (or has a member-like association with) a recognised emergency management body; and
- (d) either:
  - I. was requested by or on behalf of the body to engage in the activity; or
  - II. no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

## Family and Domestic Violence Leave

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122. If you are a permanent or casual employee and experience family or domestic violence and require time off work to attend to do something to deal with the impact of the family and domestic violence which is impractical for you to do outside of your work hours, you are entitled to up to 10 days of paid leave per year.
123. Paid family and domestic violence leave is available to employees in full at the start of each 12 month period of the employee's employment and does not accumulate from year to year.
124. If you will be absent from work under clause 122, you must notify your immediate supervisor as soon as practicable and advise the period or expected period of the leave. If possible, notification should be given prior to your rostered start time. In addition, you will be required to provide us with reasonable evidence which would satisfy us that the leave is taken for the purpose outlined in clause 122.
125. You 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 by mutual agreement.
126. Family and domestic violence leave is violent, threatening or other abusive behaviour by a Close Relative, a member of your household, or a current or former intimate partner that:
- (a) seeks to coerce or control you; and
  - (b) causes you harm or fear.
127. If you are a Permanent Employee who takes family and domestic violence leave, you will be entitled to be paid at your full rate of pay worked out as if you had not taken the period of leave.
128. If you are a casual employee who takes family and domestic violence leave, you will be entitled to be paid for family and domestic violence leave as per the Act.

## Natural Disaster Leave

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129. Where a yellow alert is announced for cyclones or there is flooding or bushfires which poses a genuine threat to an employee's property, and this creates a need for you to care for a member of your household or prevents you travelling to work or from work to your home, you may access up to 5 days of unpaid leave (pro rata for a part-time employee) per year.
130. Unpaid natural disaster leave is available to employees in full at the start of each 12 month period of the employee's employment and does not accumulate from year to year.

## Parental Leave

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131. Unpaid parental leave is available to eligible employees in accordance with the Act.
132. An employee taking responsibility for a child placed under a permanent care order or a long-term foster arrangement will be entitled to all equivalent provisions relating to birth and adoption leave as set out in the Act.
133. HUGO BOSS will provide 2 weeks of unpaid grandparent leave. Grandparent leave is available to be taken by an employee up until the child is of school age. The leave can be taken by an employee as:
- (a) a single 2-week period; or
  - (b) separate periods of one or more days each; or
  - (c) any separate periods by mutual agreement.
134. HUGO BOSS will make superannuation payments of up to 4 weeks when an employee takes any period of paid or unpaid parental leave (excluding grandparent leave).

## Long Service Leave

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135. Long service leave is paid in accordance with the relevant State or Territory Act or the NES (whichever is applicable).

## Public Holidays

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136. Public holiday means any of the following:

- (a) 1st January (New Year's Day);
- (b) 26th January (Australia Day);
- (c) Good Friday;
- (d) Easter Monday;
- (e) 25th April (ANZAC Day);
- (f) the King's birthday holiday (on the day it is celebrated in a State or Territory or region of that State or Territory);
- (g) 25th December (Christmas Day);
- (h) 26th December (Boxing Day); and
- (i) any other day or part day declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of that State or Territory, as a public holiday, other than a day or part day that is excluded by the Regulations from counting as a public holiday.

137. If, under a law of a State or Territory, a day or part day is substituted for a day or part day that would otherwise be a public holiday under clause 136(a) to (i), then the substituted day or part day is to be observed as the public holiday.

138. If you are a Permanent Employee who would ordinarily work the day on which a public holiday falls but you do not work on that day, then you will be entitled to that day off work paid at the Hourly Rate of Pay for the hours you would have worked but for the public holiday.

139. We are a retail business which operates on public holidays and you should expect to be requested to be rostered on public holidays from time to time. The inclusion of a public holiday in your roster amounts to a request that you work on the public holiday. You can refuse such a request if the refusal is reasonable.

140. To determine whether you would have ordinarily worked for the purposes of determining an entitlement in clause 138, we will have reference to your ordinary roster cycle and not temporary changes (e.g. to cover sick or annual leave).

## Section 6 - Termination of my employment

### What notice is required if we terminate your employment?

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141. For all Permanent Employees (excluding salaried managers), we may terminate your employment by giving the following notice or payment in lieu of notice based on the amount that you would have expected to receive had you worked until the end of the notice period (excluding overtime):

YOUR PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less Than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

142. If you are a Permanent Employee (excluding a salaried manager) who is over 45 years of age with at least two years of continuous service then we will give you one extra week of notice.

143. If you are a salaried manager, we may terminate your employment during your first 6 months of continuous service by giving you 1 weeks' notice or payment in lieu. After 6 months continuous service we may terminate your employment by giving 4 weeks' notice or payment in lieu.

144. If you are a salaried manager who is over 45 years of age with at least five years of continuous service, then we will give you one extra week of notice.

145. There is no requirement for us to give you notice of termination:

- (a) if you are employed on a casual basis; or
- (b) if you are employed on a temporary contract, fixed term or fixed task basis; or
- (c) where your employment is terminated on the grounds of Serious Misconduct.

146. Where HUGO BOSS has given notice of termination to you, you will be allowed time off without loss of pay of up to one day for the purpose of seeking other employment. The time off under this clause is to be taken at times that are convenient to you after consultation with HUGO BOSS.

### What notice is required if you decide to resign?

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147. Subject to clause 148, if you are a Permanent Employee and you terminate your employment you must provide us with the same amount of notice that would be required of us as outlined in clause 141 or 143, whichever applies with the exception of clauses 142 and 144. If you fail to give the appropriate amount of notice and you are at least 18 years old, we will be entitled to withhold monies due to you with a maximum amount that is no more than one week of your wages for the period (or part period) by which the notice given falls short of the required notice period.

148. Your requirement to give notice of your resignation in accordance with clause 147 may be waived by mutual agreement.

149. We may also elect to make payment in lieu of you working some or all of your notice period following your resignation.



## Changes in the workplace

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### 150. Workplace Consultation – Major Workplace Change

- (a) This clause applies if
- I. we have made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to our enterprise; and
  - II. the change is likely to have a significant effect on employees of the enterprise.
- (b) We will notify the relevant employees and their representatives (if any) of the decision to introduce the major change.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this clause. If:
- I. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - II. the employee or employees advise us of the identity of the representative, we must recognise the representative.
- (d) As soon as practicable after making its decision, HUGO BOSS must:
- I. Discuss with the relevant employees and their representative (if any):
    - the introduction of the change; and
    - the effect the change is likely to have on the employees; and
    - measures HUGO BOSS is taking to avert or mitigate the adverse effect of the change on the employees; and
  - II. For the purposes of the discussion — provide, in writing, to the relevant employees and their representative (if any)
    - all relevant information about the change including the nature of the change proposed; and
    - information about the expected effects of the change on the employees; and
    - any other matters likely to affect the employees.
- (e) HUGO BOSS is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives.
- (f) HUGO BOSS must give prompt and genuine consideration to matters raised about the major change by the relevant employees or their representatives.
- (g) In this clause, a major change is ‘likely to have a significant effect on employees’ if it results in:
- I. the termination of the employment of employees; or
  - II. major change to the composition of operation or size of HUGO BOSS workforce or to the skills required of employees; or
  - III. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - IV. the alteration of hours of work; or
  - V. the need to retrain employees; or
  - VI. the need to relocate employees to another workplace; or
  - VII. the restructuring of jobs.

151. In this clause, ‘relevant employees’ means the employees who may be affected by the major change.

## **Consultation - About Changes to Rosters or Hours of Work**

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152. If HUGO BOSS propose to change a relevant employee's regular roster or ordinary hours of work, HUGO BOSS will consult with the employee and their representatives (if any).
153. The relevant employees may have a representative for the purposes of the procedures under clauses 152 to 159.
154. If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise HUGO BOSS of the identity of the representative, HUGO BOSS must recognise the representative.
155. HUGO BOSS will:
- (a) provide to the relevant employees, and their representative (if any), information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when the change is proposed to commence);
  - (b) invite the relevant employees, and their representatives (if any) to provide their views about the impact of the proposed change (including any impact in relation to their family or carers' responsibilities); and
  - (c) give consideration to any views about the impact of the proposed change that are provided by the relevant employees and/or their representatives.
156. The requirement for HUGO BOSS to consult under clauses 152 to 159 does not apply where an employee has irregular, sporadic or unpredictable working hours.
157. While a dispute is being dealt with under clauses 152 to 159, the employee will continue to work in accordance with the status quo that existed before the dispute was formally raised, for up to a maximum of 4-weeks. If the dispute has not been resolved within 4-weeks, then the status quo no longer applies and you must perform work at the direction of HUGO BOSS.
158. HUGO BOSS is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives.
159. For the purpose of clauses 152 to 159, 'relevant employees' means the employees who may be directly affected by the change to a regular roster or ordinary hours of work.

## Redundancy

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160. Your entitlement to redundancy pay in the event your employment is made redundant is in accordance with the NES.
161. If you are transferred to lower paid duties or a position with lower hours (excluding the part-time flex-up provisions at clauses 54 and 59) by reason of redundancy, we will give you notice in accordance with clauses 141 to 146 of the Agreement. We may elect to instead pay the difference between your former Hourly Rate of Pay and your current Hourly Rate of Pay for the number of weeks' notice still owing.
162. We will endeavour to redeploy you in the event that your position is made redundant into a suitable alternative position. A suitable alternative position will not entail a change of duties significant enough to be unreasonable given your skills and abilities. A position will be assessed as a suitable alternative position having regard to:
- (a) your current duties and responsibilities;
  - (b) the training opportunities available;
  - (c) any family and/or personal commitments you may have; and
  - (d) your current location.
163. You will not be entitled to redundancy payment or payment in lieu of notice in the event that you decline an offer of a suitable alternative position. By declining an offer of suitable alternative employment, you will be deemed to have terminated your employment with us.
164. For the avoidance of doubt, in the event that the whole or part of the business is sold, outsourced or otherwise transmitted or assigned, and you are offered but do not accept a suitable alternative position with the transmittee, assignee or successor, you will not be entitled to a redundancy payment or payment in lieu of notice.
165. Where you have been given notice of termination for reasons of redundancy, you will be entitled to up to one paid day off during each week of your prescribed notice period under the Act for the purpose of seeking other employment.
166. If you have been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, you must, at our request, produce proof of attendance at an interview or you will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
167. If we have given you notice of termination that your role is to be made redundant and you elect to leave during this notice period, then you are entitled to receive any redundancy pay that may be payable but not payment in lieu of the notice period remaining.

## Section 7 - Allowances

### 168. Meal Allowance

- (a) If you are required to work more than one hour of overtime as defined in this Agreement after your ordinary time of ending work without 24 hours' notice you will be provided with a meal or will be paid a sum of \$22.99.
- (b) Where the overtime worked exceeds four hours on any day, you will be provided with a further sum of \$20.85 as meal money.
- (c) No meal allowance is payable where an employee could reasonably return home for a meal within the period allowed.

### 169. Vehicle Allowance

- (a) If we require you to use your own motor vehicle in the performance of your duties (excluding travel to and from work and travel between your designated store locations), you will be paid \$0.98 per kilometre travelled.

### 170. Laundry Allowance

- (a) If we require you to launder your uniform, you will be paid:
  - I. \$6.25 per week for a full-time employee (excluding salaried managers); and
  - II. \$1.25 per shift up to \$6.25 per week for a part-time (excluding salaried managers) or casual employee.

### 171. First Aid Allowance

- (a) If you hold an appropriate first aid qualification and are appointed by us to perform first aid duties you will be paid an allowance of \$13.42 per week.

### 172. Higher Duties

- (a) If you are required to carry out higher duties that do not form part of the duties for your classification (excluding salaried employees) for more than 2 hours on any day or shift, excluding coverage for meal breaks or rest periods, you will be paid the higher rate for the whole day or shift. Where you perform higher duties for 2 hours or less, you will simply be paid the higher rate for the hours in which the higher duties were performed.
- (b) The higher duties rate under clause 172(a) is subject to prior approval being obtained by the relevant Area Manager.

### 173. Excess Travelling Costs

- (a) This clause applies to an employee who is required to work at a place other than their usual place of work for a period of up to 3 weeks.
- (b) HUGO BOSS must reimburse the employee any additional costs they incurred in travelling to and from the other place of work.

### 174. Travelling Time Reimbursement

- (a) This clause applies to an employee who on any day is required to work at a place other than their usual place of work.
- (b) We will pay the employee at their ordinary rate of pay (or at 150% of that rate on a Sunday or public holiday) for time spent travelling both ways between the employee's residence (or, if the employer provides transport from a pick up point, between that pick up point) and the other place of work in excess of the time normally spent in travelling to and from their usual place of work.
- (c) We will also reimburse the employee any additional costs they incurred in travelling to and from the other place of work.

### 175. Recall Allowance

- (a) This clause applies to any non-salaried employee that is a Supervisor (Level 3) and who is recalled

to work by management to perform certain duties on a day in which the employee has completed their normal roster.

- (b) Non-salaried (Level 1) Sales Consultant, Stock Coordinator or Visual Merchandiser employees will not be required to return to work on the same day following the completion of the normal roster.
- (c) The employee will be paid the applicable hourly rate of pay for whichever is the greater:
  - I. the time between when the employee leaves their place of residence until they return to work; or
  - II. 3 hours.

176. Additional to the abovenamed allowances, we will follow and comply with any other Award allowance that may be applicable at any time or from time-to-time pursuant to clause 19 of the Award.

177. Where a casual or permanent employee is entitled to an allowance provided for in clauses 168 to 171, the allowance amount prescribed under the Agreement will never fall below the allowance rate under the Award. For ease of reference the relevant allowance and clause is set out in the table below:.

	<b>Agreement Allowance</b>	<b>Award Allowance</b>
Meal Allowance	Clause 168(a)	Clause 19.2(b)(i)
	Clause 168(b)	Clause 19.2(c)
Vehicle Allowance	Clause 169(a)	Clause 19.7
Laundry Allowance	Clause 170(a)I	Clause 19.3(c)(i)
	Clause 170(a)II	Clause 19.3(c)(ii)
First Aid Allowance	Clause 171(a)	Clause 19.10(b)

## Section 8 - Other Conditions

### Can you be transferred to another workplace?

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#### **Temporary Transfer**

178. We may transfer you to another workplace within a reasonable distance from your agreed place (or places) of work at our discretion on a temporary basis for a period up to but not exceeding 3 weeks. Where this temporary transfer occurs at our discretion as opposed to an employee request or as part of a recruitment and selection process, we will:

- (a) reimburse you for additional demonstrated transport costs;
- (b) pay you for additional travel time in excess of the time normally spent in travelling from your home to your agreed place (or places) of work. Excess travel time is paid at your Hourly Rate of Pay except on Sundays when it will be paid at 150% of your Hourly Rate of Pay.

#### **Permanent Transfer**

179. We may transfer you to another workplace on a permanent basis within a reasonable distance from your agreed place (or places) of work at our discretion.

180. Where this transfer occurs within the same township and at our direction as opposed to an employee request or as part of a recruitment and selection process, we will pay for a period up to 3 weeks the following:

- (a) reimbursement for additional demonstrated transport costs;
- (b) additional travel time in excess of the time normally spent in travelling from your home to your agreed place or places of work. Excess travel time is paid at your Hourly Rate of Pay except on Sundays when it will be paid at 150% of your Hourly Rate of Pay.

181. Where this transfer occurs to a different township and at our discretion as opposed to an employee request or as part of a recruitment and selection process, we will pay reasonable relocation expenses, including fares and transport costs, of moving you and members of your immediate family who reside in the same household.

## Section 9 - Flexibility

### Individual Flexibility Agreements

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182. We may agree with you to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the agreement deals with 1 or more of the following matters:
  - I. arrangements about when work is performed (including the duration of shifts);
  - II. overtime rates;
  - III. penalty rates;
  - IV. allowances; and
- (b) the arrangement meets both yours and our genuine needs in relation to one or more of the matters referred to in clause 182(a); and
- (c) the arrangement is genuinely agreed to by both parties.

183. The terms of an individual flexibility arrangement must

- (a) be about permitted matters under section 172 of the Act; and
- (b) not be unlawful under section 194 of the Act; and
- (c) result in you being better off overall than you would be if no arrangement was made.

184. Any individual flexibility arrangement that is entered into must

- (a) be in writing; and
- (b) include our name and your name;
- (c) be signed by both parties, as well as a parent or guardian if you are under 18 years of age;
- (d) include details of:
  - I. the terms of the Agreement that will be varied by the arrangement;
  - II. how the arrangement will vary the effect of the terms; and
  - III. how you will be better off overall in relation to the terms and conditions of your employment as a result of the arrangement; and
- (e) state the date on which the arrangement commences.

185. You will be provided with a copy of the flexibility arrangement within 14 days after it is agreed to.

186. Either party may terminate an individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the agreement; or
- (b) at any time in writing, if both parties agree.

### Request for flexible working arrangements

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187. In accordance with section 65 of the Act, employees can make a written request to HUGO BOSS to change their working arrangements due to the following circumstances:

- (a) the employee is pregnant
- (b) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (c) the employee is a carer;
- (d) the employee has a disability;
- (e) the employee is 55 or older;

- (f) the employee is experiencing family and domestic violence from a member of the employee's family;
  - (g) the employee provides care or support to a member of their immediate family, or a member of their household, who requires care or support because they are experiencing family and domestic violence from the employee's family.
188. A employee is not entitled to make the request unless:
- (a) the employee has completed at least 12 months of continuous service with HUGO BOSS immediately before making the request; and
  - (b) if the employee is casual, they have a reasonable expectation of continuing employment by HUGO BOSS on a regular and systematic basis.
189. The request must be in writing and must set out details of the change sought and of the reasons for the change.
190. Before responding to a request, HUGO BOSS must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- (a) the needs of the employee arising from their circumstances;
  - (b) the consequences for the employee if changes in working arrangements is not made; and
  - (c) any reasonable business grounds for refusing the request.
191. HUGO BOSS must provide the employee with a written response to the request within 21 days, stating whether the request is granted or refused, including the business grounds for refusal and how the grounds apply.
192. If, following a discussion between HUGO BOSS and the employee, HUGO BOSS and the employee reach an agreement about a change in working arrangements that differs from that initially requested by the employee, HUGO BOSS must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.
193. HUGO BOSS may only refuse a request on reasonable business grounds, including:
- (a) that the request would be too costly or likely to result in significant loss in efficiency or productivity;
  - (b) that there is no capacity, or it is too impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request; or
  - (c) that the request would be likely to have a significant negative impact on customer service.
194. Disputes that arise out of the operation of clauses 187 to 193 will be subject to section 65B of the Act and where the dispute cannot be resolved between HUGO BOSS and the employee (and their representatives, if any) then as determined by the FWC.



## Section 10 - Union Matters

196. HUGO BOSS recognises employee organisations, within the meaning of the Act, that have coverage of team members who are covered by this Agreement (Union).
197. HUGO BOSS support freedom of association, including acknowledging the right of every team member to join a union and to remain a member of a union.
198. Union delegates or Union officials will be given adequate time to meet with new Agreement covered employees for the purpose of introducing and explaining this Agreement and union matters, where this is requested by the Union Delegate or Union official. Except where otherwise agreed this shall occur at the induction of such persons.
199. Upon authorisation from a team member, HUGO BOSS will deduct a team member's relevant Union membership contribution in accordance with the respective union rules.
200. The Union will continue to have the right to place official union notices on store noticeboards.

### Union Delegates

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201. A team member appointed or elected by the Union as a Union delegate will be entitled to represent the industrial interests of the team members they have been appointed or elected to represent, including in any dispute with HUGO BOSS. HUGO BOSS will recognise such team members as a Union delegate.
202. Where a team member is acting in their capacity as a Union delegate, HUGO BOSS will:
  - (a) recognise and communicate with the Union delegate;
  - (b) not knowingly or recklessly make a false or misleading representation to the Union delegate; and
  - (c) allow the Union to exercise their rights as a delegate under this Agreement and the Act, without hinderance or obstruction.
203. A Union delegate will be provided with reasonable access to the workplace and workplace facilities.
204. The Union must give HUGO BOSS written notice of the team member's appointment or election as a Union Delegate and if requested by HUGO BOSS, the Union Delegate must provide HUGO BOSS with evidence that would satisfy a reasonable person of their appointment or election.
205. A team member who ceases to be a Union Delegate must give written notice to HUGO BOSS within 14 days of their cessation.
206. A Union Delegate may represent the industrial interests of Eligible Team Members who wish to be represented 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 Union Delegate has been appointed as a bargaining representative under section 176 of the *Fair Work Act 2009* (Cth) or is assisting the Union with enterprise bargaining; and
  - (f) any process or procedure within the Agreement or policy of HUGO BOSS under which eligible team members are entitled to be represented and which concerns their industrial interests.
207. A Union Delegate may reasonably communicate with Eligible Team Members during working hours or work breaks or before or after work for the purposes of representing their industrial interests as outlined in above clause 206.
208. HUGO BOSS agrees to provide reasonable access to the workplace and workplace facilities to Union Delegates as outlined in clause 33A.7 of the Award.

209. If HUGO BOSS receive notification under clause 216 of the Agreement for a Union Delegate to attend Union Delegate Training, approval by HUGO BOSS to attend the Union Delegate Training will not be unreasonably withheld. HUGO BOSS will notify the Union Delegate of the approval to attend the Union Delegate Training at least 2 weeks' prior to the commencement of such training. If requested by HUGO BOSS, the Union will provide HUGO BOSS with an outline of the training content.
210. The Union Delegate must, within 7 days after the day of which the training ends, provide HUGO BOSS with evidence that would satisfy a reasonable person of their attendance at the training.
211. A Union Delegate's entitlements under Section 10 of the Agreement are subject to the conditions that the Union Delegate must, when exercising those entitlements:
- (a) comply with their duties and obligations as an employee of HUGO BOSS;
  - (b) comply with the reasonable policies and procedures of HUGO BOSS, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (c) not hinder, obstruct or prevent the normal performance of work; and
  - (d) not hinder, obstruct or prevent Eligible Team Members exercising their rights to freedom of association.
212. Section 10 of the Agreement does not require the team member to provide a Union Delegate with access to electronic means of communication in a way that provides individual contact details for Eligible Team Members.
213. Section 10 of the Agreement does not require an Eligible Team Member to be represented by a Union Delegate without the team member's agreement.
214. For the purposes of Section 10, 'Eligible Team Member' means members and persons eligible to be members of a Union.

## **Union Delegate Training**

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215. Union delegates within HUGO BOSS will be granted leave with pay for up to 4 paid shifts per store (or more as agreed with the relevant manager), per year to attend training courses conducted or approved by the Union.
216. The relevant union will provide HUGO BOSS with 28 days' notice before the training date(s) and notify HUGO BOSS of the details of courses delegates have applied to attend. Payment for attendance at the course will be in accordance with the roster that would have been worked on the day of the training. HUGO BOSS will not pay for a Union delegate to attend training which falls on a day the Union delegate is not rostered to work.
217. Other unpaid delegates' leave may be agreed with HUGO BOSS, at its discretion, to undertake specific Union projects.

## Section 11 - What if there is a dispute about a matter arising under this agreement?

218. The dispute resolution procedure in this section applies to disputes between the parties to this Agreement relating to:
- (a) a matter arising under this Agreement; or
  - (b) the NES.
219. If you are a party to the dispute, you may appoint a representative for the purposes of the procedures in this Section.
220. In the first instance, there must be a genuine attempt to resolve any disputes at the shop level between yourself and your immediate supervisor.
221. If the dispute remains unresolved or it is inappropriate for the matter to be dealt with between yourself and your immediate supervisor, there must be a genuine attempt to resolve the dispute via discussions between yourself and the HUGO BOSS Australia Support Office.
222. If the dispute is unable to be resolved at the shop level, and all of the steps referred to in clauses 220 to 221 have been taken, a party to the dispute may refer the matter(s) to the FWC.
223. FWC may deal with the dispute in 2 stages:
- (a) FWC 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 FWC is unable to resolve the dispute at the first stage, then both parties may agree that FWC may then:
    - I. arbitrate the dispute; and
    - II. make a determination that is binding on the parties.
224. Disputes under clauses 187 - 193 (Request for Flexible Working Arrangements) may be referred to the FWC in accordance with section 65B of the Act. Disputes relating to employee choice about casual employment may be referred to the FWC in accordance with section 66M of the Act.
225. A decision made as a result of clause 223(b)(ii) may be appealed in accordance with the provisions of the Act.
226. While the parties are trying to resolve the dispute using the procedures in this Section:
- (a) Work must continue in accordance with the status quo that existed before the dispute was formally raised under this section for up to a maximum of 4 weeks. If the dispute has not been resolved within 4 weeks, then the status quo no longer applies and you must perform work at the direction of HUGO BOSS;
  - (b) You must continue to perform your work as you would normally, unless you have a reasonable concern about an imminent risk to your health or safety; and
  - (c) You must comply with a direction given by us 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 you to perform; or
    - IV. there are other reasonable grounds for you to refuse to comply with the direction.
227. The parties to the dispute agree to be bound by a decision made by FWC in accordance with this Section.

## Section 12 – Right to Disconnect

228. Unless it is reasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
- (a) their employer outside of the employee's working hours; or
  - (b) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.
229. The following matters may be taken into account in determining whether a refusal is reasonable under this section:
- (a) the reason for the contact or attempted contact;
  - (b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the employee;
  - (c) the extent to which the employee is compensated:
    - i. to remain available to perform work during the period in which the contact or attempted contact is made; or
    - ii. for working additional hours outside of the employee's ordinary hours of work.
  - (d) the nature of the employee's role and the employee's level of responsibility; and
  - (e) the employee's personal circumstances (including family and caring responsibilities).
230. Subject to the considerations listed in clause 229, HUGO BOSS considers the following reasons to be reasonable reasons for contacting or attempting to contact an employee outside of the employee's working hours:
- (a) where there is a change to that an employee's roster;
  - (b) where a store alarm is activated;
  - (c) where an emergency occurs;
  - (d) during peak trading periods, where an employee with a store key calls in sick;
  - (e) where an issue arises with store keys.

# Section 13 - Wage Rates

## Non-Salaried

231. Section 13 contains the wage rates and penalty rates that apply to permanent non-salaried employees and casual employees for the nominated classifications.
232. Where a permanent Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1) works ordinary hours (excluding where a penalty rate or overtime applies) under the Agreement, the Hourly Rate of Pay under the Agreement for working such hours will not fall below the rates with a corresponding description for a Retail Employee Level 1 as prescribed in clauses B.1.1 for Adult employees or B.3.1 for junior employees of Schedule B to the Award, as varied from time to time, however in circumstances where the Hourly Rate of Pay under the Agreement falls below the Award, clause 234 or 235 will apply.
233. Where a permanent Supervisor (Level 3) works ordinary hours (excluding where a penalty rate or overtime applies) under the Agreement, the Hourly Rate of Pay under the Agreement for working such hours will not fall below the rates with a corresponding description for a Retail Employee Level 3 as prescribed in clauses B.1.1 of Schedule B to the Award, as varied from time to time, however in circumstances where the Hourly Rate of Pay under the Agreement falls below the Award, clause 234 will apply.
234. Throughout the Term of the Agreement and pursuant to terms set out in clauses 232 and 233, where the Hourly Rate of Pay under the Agreement falls below the corresponding rate prescribed for Adult employees in clauses B.1.1 of Schedule B of the Award, employees will be paid an additional \$0.45 per hour.
235. Throughout the Term of the Agreement and pursuant to the terms set out in clause 232, where the Hourly Rate of Pay under the Agreement falls below the corresponding rate prescribed for junior employees in clauses B.3.1 of Schedule B of the Award, employees will be paid an additional \$0.25 per hour.
236. From the commencement of the Agreement, the rate of pay for ordinary hours of work where no additional penalty or loading applies (**Hourly Rate of Pay**) for a non-salaried employee in the role of Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1) and Supervisor (Level 3) is:

	Age	Ordinary Hours Permanent Employee	Ordinary Hours Casual employee (including casual loading)
Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1)	15 and under	\$11.89	\$14.86
	16	\$13.21	\$16.51
	17	\$15.85	\$19.81
	Adult	\$26.42	\$33.02
Supervisor (Level 3)		\$27.45	\$34.31

237. From the first full pay period after 1 July 2025, the rate of pay for ordinary hours of work where no additional penalty or loading applies (**Hourly Rate of Pay**) for a non-salaried employee in the role of Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1) and Supervisor (Level 3) is:

	Age	Ordinary Hours Permanent Employee	Ordinary Hours Casual employee (including casual loading)
Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1)	<b>15 and under</b>	\$12.19	\$15.23
	<b>16</b>	\$13.54	\$16.92
	<b>17</b>	\$16.25	\$20.31
	<b>Adult</b>	\$27.08	\$33.85
Supervisor (Level 3)		\$28.14	\$35.17

238. From the first full pay period after 1 July 2026, the rate of pay for ordinary hours of work where no additional penalty or loading applies (**Hourly Rate of Pay**) for a non-salaried employee in the role of Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1) and Supervisor (Level 3) is:

	Age	Ordinary Hours Permanent Employee	Ordinary Hours Casual employee (including casual loading)
Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1)	<b>15 and under</b>	\$12.49	\$15.61
	<b>16</b>	\$13.88	\$17.35
	<b>17</b>	\$16.65	\$20.82
	<b>Adult</b>	\$27.76	\$34.70
Supervisor (Level 3)		\$28.84	\$36.05

239. From the first full pay period after 1 July 2027, the rate of pay for ordinary hours of work where no additional penalty or loading applies (**Hourly Rate of Pay**) for a non-salaried employee in the role of Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1) and Supervisor (Level 3) is:

	Age	Ordinary Hours Permanent Employee	Ordinary Hours Casual employee (including casual loading)
Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1)	<b>15 and under</b>	\$12.80	\$16.00
	<b>16</b>	\$14.23	\$17.78
	<b>17</b>	\$17.07	\$21.34
	<b>Adult</b>	\$28.45	\$35.56
Supervisor (Level 3)		\$29.56	\$36.95

## Penalty/ Overtime Rates

240. Only one rate of pay can apply at any one time meaning that penalty rates/ overtime rates are not cumulative.

241. The rate of pay for working ordinary hours on an evening, Saturday, Sunday or public holiday or overtime for a permanent non-salaried employee in the role of Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1) and Supervisor (Level 3) is:

<b>Permanent Non-Salaried Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1)</b>					
			<b>From the first full pay period after:</b>		
<b>Work performed</b>	<b>Age</b>	<b>From commencement of the Agreement</b>	<b>1 July 2025</b>	<b>1 July 2026</b>	<b>1 July 2027</b>
Ordinary hours worked on Monday to Friday (6.00pm – 11.00pm) and Saturday (7.00am – 11.00pm)	Adult	\$32.59	\$33.42	\$34.26	\$35.13
	17 years	\$19.56	\$20.05	\$20.56	\$21.08
	16 years	\$16.30	\$16.71	\$17.13	\$17.57
	15 years and under	\$14.67	\$15.04	\$15.42	\$15.81
Ordinary hours worked on Sunday (9.00am – 11.00pm)	Adult	\$39.11	\$40.10	\$41.12	\$42.16
	17 years	\$23.47	\$24.06	\$24.67	\$25.30
	16 years	\$19.56	\$20.05	\$20.56	\$21.08
	15 years and under	\$17.60	\$18.05	\$18.50	\$18.97
Overtime (as defined in clause 80) worked Monday to Saturday (for the first 3hrs)	Adult	\$39.11	\$40.10	\$41.12	\$42.16
	17 years	\$23.47	\$24.06	\$24.67	\$25.30
	16 years	\$19.56	\$20.05	\$20.56	\$21.08
	15 years and under	\$17.60	\$18.05	\$18.50	\$18.97
Overtime (as defined in clause 80) worked Monday to Saturday (after 3 hrs worked) & Sunday	Adult	\$52.15	\$53.47	\$54.82	\$56.21
	17 years	\$31.29	\$32.08	\$32.89	\$33.73
	16 years	\$26.07	\$26.73	\$27.41	\$28.11
	15 years and under	\$23.47	\$24.06	\$24.67	\$25.30
Ordinary hours worked on a Public Holiday	Adult	\$58.67	\$60.15	\$61.68	\$63.24
	17 years	\$35.20	\$36.09	\$37.01	\$37.94

	16 years	\$29.33	\$30.08	\$30.84	\$31.62
	15 years and under	\$26.40	\$27.07	\$27.75	\$28.46
Overtime (as defined in clause 80) worked on a Public Holiday.	Adult	\$65.19	\$66.84	\$68.53	\$70.26
	17 years	\$39.11	\$40.10	\$41.12	\$42.16
	16 years	\$32.59	\$33.42	\$34.26	\$35.13
	15 years and under	\$29.33	\$30.08	\$30.84	\$31.62
<b>Permanent Non-Salaried Supervisor (Level 3)</b>					
Ordinary hours worked on Monday to Friday (6.00pm – 11.00pm) and Saturday (7.00am – 11.00pm)		\$33.86	\$34.72	\$35.60	\$36.50
Ordinary hours worked on Sunday (9.00am – 11.00pm)		\$40.64	\$41.67	\$42.72	\$43.80
Overtime (as defined in clause 80) worked Monday to Saturday (for the first 3hrs)		\$40.64	\$41.67	\$42.72	\$43.80
Overtime (as defined in clause 80) worked Monday to Saturday (after 3 hrs worked) & Sunday		\$54.18	\$55.55	\$56.96	\$58.40
Ordinary hours worked on a Public Holiday		\$60.95	\$62.50	\$64.08	\$65.70
Overtime (as defined in clause 80) worked on a Public Holiday.		\$67.73	\$69.44	\$71.20	\$73.00

242. The rate of pay (inclusive of casual loading) for working ordinary hours on an evening, Saturday, Sunday or public holiday or overtime for a casual non-salaried employee in the role of Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1) and Supervisor (Level 3) is:

<b>Casual Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1)</b>					
			<b>From the first full pay period after:</b>		
<b>Work performed</b>	<b>Age</b>	<b>From commencement of the Agreement</b>	<b>1 July 2025</b>	<b>1 July 2026</b>	<b>1 July 2027</b>
Ordinary hours worked on	Adult	\$39.63	\$40.62	\$41.64	\$42.68



Monday to Friday (6.00pm – 11.00pm) and Saturday (7.00am – 11.00pm)	17 years	\$23.78	\$24.37	\$24.98	\$25.61
	16 years	\$19.81	\$20.31	\$20.82	\$21.34
	15 years and under	\$17.83	\$18.28	\$18.74	\$19.20
Ordinary hours worked on Sunday (9.00am – 11.00pm)	Adult	\$46.23	\$47.39	\$48.57	\$49.79
	17 years	\$27.74	\$28.43	\$29.14	\$29.87
	16 years	\$23.12	\$23.69	\$24.29	\$24.89
Overtime (as defined in clause 82) worked Monday to Saturday (for the first 3hrs)	15 years and under	\$20.81	\$21.33	\$21.86	\$22.41
	Adult	\$46.23	\$47.39	\$48.57	\$49.79
	17 years	\$27.74	\$28.43	\$29.14	\$29.87
Overtime (as defined in clause 82) worked Monday to Saturday (after 3 hrs worked) & Sunday	16 years	\$23.12	\$23.69	\$24.29	\$24.89
	15 years and under	\$26.75	\$27.42	\$28.10	\$28.81
	Adult	\$59.44	\$60.93	\$62.45	\$64.01
Ordinary hours worked on a Public Holiday	17 years	\$35.67	\$36.56	\$37.47	\$38.41
	16 years	\$29.72	\$30.46	\$31.23	\$32.01
	Adult	\$66.05	\$67.70	\$69.39	\$71.13
Overtime (as defined in clause 82) worked on a Public Holiday.	15 years and under	\$29.72	\$30.46	\$31.23	\$32.01
	16 years	\$33.02	\$33.85	\$34.70	\$35.56
	17 years	\$39.63	\$40.62	\$41.64	\$42.68
Overtime (as defined in clause 82) worked on a Public Holiday.	15 years and under	\$32.69	\$33.51	\$34.35	\$35.21
	16 years	\$36.33	\$37.23	\$38.17	\$39.12
	17 years	\$43.59	\$44.68	\$45.80	\$46.94
<b>Casual Supervisor (Level 3)</b>					
			<b>From the first full pay period after:</b>		

Work performed	From commencement of the Agreement	1 July 2025	1 July 2026	1 July 2027
Ordinary hours worked on Monday to Friday (6.00pm – 11.00pm) and Saturday (7.00am – 11.00pm)	\$41.17	\$42.20	\$43.26	\$44.34
Ordinary hours worked on Sunday (9.00am – 11.00pm)	\$48.04	\$49.24	\$50.47	\$51.73
Overtime (as defined in clause 82) worked Monday to Saturday (for the first 3hrs)	\$48.04	\$49.24	\$50.47	\$51.73
Overtime (as defined in clause 82) worked Monday to Saturday (after 3 hrs worked) & Sunday	\$61.76	\$63.31	\$64.89	\$66.51
Ordinary hours worked on a Public Holiday	\$68.62	\$70.34	\$72.10	\$73.90
Overtime (as defined in clause 82) worked on a Public Holiday.	\$75.49	\$77.37	\$79.31	\$81.29

243. Where a permanent Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1) works ordinary hours where a penalty rate applies or overtime applies under the Agreement, the rate prescribed under the Agreement for working such hours will not fall below the rates with a corresponding description for a Retail Employee Level 1 as prescribed in clauses B.1.1 and B.1.3 for Adult employees or B.3.1 and B.3.3 for junior employees of Schedule B to the Award, as varied from time to time.

244. Where a casual Sales Consultant, Stock Coordinator or Visual Merchandiser (Level 1) works ordinary hours (including where a penalty rate applies) and overtime under the Agreement, the rate prescribed under the Agreement for working such hours will not fall below the rates with a corresponding description for a Retail Employee Level 1 as prescribed in clauses B.2.1 and B.2.3 for Adult employees or B.3.4 for junior employees of Schedule B to the Award (ordinary hours and penalty rates), as varied from time to time. For junior casual employees working overtime under the Agreement, the Agreement rate will never fall below the overtime rate with a corresponding description prescribed for a junior employee of the same age under the Award, as varied from time to time.

245. Where a permanent Supervisor (Level 3) works ordinary hours where a penalty rate applies or overtime applies under the Agreement, the rate prescribed under the Agreement for working such hours will not fall below the rates with a corresponding description for a Retail Employee Level 3 as prescribed in clauses B.1.1 and B.1.3 of Schedule B to the Award, as varied from time to time.

246. Where a casual Supervisor (Level 3) works ordinary hours (including where a penalty rate applies) and overtime under the Agreement, the rate prescribed under the Agreement for working such hours will never fall below the rates with a corresponding description for a Retail Employee Level 3 as prescribed in clauses B.2.1 and B.2.3 of Schedule B to the Award, as varied from time to time.

## Section 14 - Manager salaries

247. If you are a permanent manager your minimum salary for your classification is below (pro rata for part-time employees):

Salaried Role (Classification)	Full-time Annual Salary	From the first full pay period after:		
		From commencement of the Agreement	1 July 2025	1 July 2026
Sales Manager	\$66,768.58	\$68,771.64	\$70,490.93	\$72,253.20
Assistant Store Manager	\$66,768.58	\$68,771.64	\$70,490.93	\$72,253.20
Store Manager	\$71,784.41	\$73,937.94	\$75,786.39	\$77,681.05

248. A Manager will not be paid below the Base Rate of Pay for their applicable classification as prescribed in clause B.1.1 of Schedule B to the Award, as varied from time to time.

249. HUGO BOSS will conduct an assessment of manager salaries for each Reconciliation Period under the Agreement comparing what the salaried manager was paid (including the value of any time off in lieu accrued and taken and paid leave taken) compared to the total of the following amounts:

- (a) for ordinary hours worked under the Agreement and paid leave taken under clauses 28 to 32 of the Award (including annual leave loading), the ordinary hours rate of pay for an Adult employee's Award classification as prescribed by Schedule B, clause B.1.1 of the Award during the Reconciliation Period;
- (b) for overtime worked under the Agreement as if they were a non-salaried permanent employee under the Agreement, the rate of pay for overtime prescribed for an Adult employee's Award classification as prescribed by Schedule B, clause B.1.3 of the Award during the Reconciliation Period;
- (c) for ordinary hours worked under the Agreement Monday to Friday after 6pm, on a Saturday and on a Sunday as if they were a non-salaried permanent employee under the Agreement the rate of pay prescribed for an Adult employee's Award classification for each as prescribed by Schedule B, clause B.1.1 of the Award during the Reconciliation Period; and
- (d) for ordinary hours worked under the Agreement on a public holiday, the value of the time off in lieu for working the public holiday paid at the ordinary hours rate of pay for an Adult employee's Award classification as prescribed by Schedule B, clause B.1.1 of the Award during the Reconciliation Period.

250. At the end of the assessment for each Reconciliation Period, if the amount payable calculated at above clause 249(a) to 249(d) is greater than what the salaried employee actually earned under the Agreement (including the value of any time off in lieu accrued and taken) HUGO BOSS will pay an amount equivalent to 101% of the difference to the employee's nominated bank account on or before the end of the first month after the end of each relevant Reconciliation Period. If a salaried employee's employment ceases prior to the end of a Reconciliation Period, the reconciliation will be conducted, and any difference paid within 4 weeks of the employee's last day of employment.

251. The Reconciliation Period means the period from the first full pay period on or after the commencement of the Agreement to 30 June 2025 and then each 6 month period from 1 July 2025. The Reconciliation Periods have been set to align with HUGO BOSS' financial year end and Australian payroll year end.

## Signatories to the Agreement

Signed for and on behalf of HUGO BOSS Pty Ltd



[Alicia Gangell \(Dec 20, 2024 16:33 GMT+11\)](#)

Signature

Alicia Gangell

Full name of person signing

Level 5, 3 Newton Street, Cremorne, VIC

Address of person signing

20/12/24

Date of signature

Regional Director of HR SEAPAC

Explanation of the person's authority to sign

In the presence of:



[Sebastian Noeske \(Dec 20, 2024 17:36 GMT+11\)](#)

Signature

Sebastian Noeske

Full name of person signing

Level 5, 3 Newton Street, Cremorne, Vic, 312

Address of person signing

20/12/24

Date of signature

Signed on behalf of the employees who are subject to this Agreement:



Signature

Bernie Smith

Full name of person signing

Level 6, 53 Queen St, Melbourne, VIC

Address of person signing

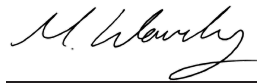
20/12/24

Date of signature

SDA National Vice President

Explanation of the person's authority to sign

In the presence of:



Signature

Mitchell Worsley

Full name of person signing

Level 3, 8 Quay St, Haymarket NSW 2000

Address of person signing

20/12/24

Date of signature