

FREEDOM RETAIL ENTERPRISE AGREEMENT 2024

Following extensive negotiations between Freedom Furniture and the SDA the proposed *Freedom Retail Enterprise Agreement 2024* is ready for you to consider.

Better Wages

- ✔ Locked in wage increases that match the Fair Work Commission (FWC) Annual Wage Review (AWR) decision for the General Retail Industry Award 2020 (GRIA) applied each 1 July 2025, 2026, 2027 and 2028.
- ✔ Commencing 1 July 2025, 0.25% increases each year in addition to the GRIA percentage increase until a premium of at least 1% above the GRIA rate is achieved for Level 1 and Level 2 Retail Employees by 1 July 2028.

Rostering & Breaks Improvements

- ✔ Increase to permanent Part-time minimum core hours from 12 to 15 hours per fortnight.
- ✔ For Casual Employees, shifts cancelled with less than 3 hours' notice will be paid for the entire rostered shift.
- ✔ Rosters displayed 14 days in advance.
- ✔ Compulsory meetings now require 5 days' notice to be provided.

Improvements to Leave Provisions

- ✔ Increase of paid compassionate leave from 5 to 7 paid days upon the death of a parent, partner or child.
- ✔ Compassionate leave is extended in the event of miscarriage or stillbirth.

- ✔ Paid Parental Leave up to 6 weeks, including superannuation.
- ✔ Expansion of the definition of "immediate family" for the purpose of carer's and compassionate leave.
- ✔ Ability to provide evidence for the care of a person who is frail, aged or has a long-term disability once for every 12 months.
- ✔ Improved Family and Domestic Violence Leave.
- ✔ Natural Disaster Leave of 3 days paid leave.

This document summarises key changes to conditions of employment at Freedom Furniture in the proposed *Freedom Retail Enterprise Agreement 2024* compared to the current Agreement.

If approved by a majority of eligible Employees who participate in the ballot, the proposed Agreement will be lodged with the Fair Work Commission (FWC) for assessment.

If supported and approved by the Fair Work Commission, the Agreement will commence 7 days after the approval date.

Please read this information carefully.

If you have any questions about the proposed Agreement, please speak to your SDA Organiser or contact the SDA.

WAGES

Current Wage Rates

In July 2024, the SDA won a 3.75% wage increase in the Fair Work Commission (FWC) which is reflected in your current rates of pay in the table below:

CURRENT HOURLY RATES		
Employee Classifications	Permanent Base Hourly Rate	Casual Hourly Rate (including 25% casual loading)
Level 1 – Retail Consultant	\$25.66	\$32.08
Level 2 – Retail Consultant	\$27.18	\$33.97

Wage Rate Increases

The SDA has secured minimum rates of pay above the Award over a 4 year proposed Agreement.

The wage increases over the 4 year proposed Agreement will be as follows:

- » On or after the first full pay period after 1 July 2025 by the same percentage increase as the percentage increase to the rates of pay in the Award as determined by the Fair Work Commission in the Annual Wage Review plus 0.25%;
- » On or after the first full pay period after 1 July 2026, the applicable 1 July 2025 Agreement rates will increase by the same percentage increase as the percentage increase to the rates of pay in the Award as determined by the Fair Work Commission in the Annual Wage Review plus 0.25%;
- » On or after the first full pay period after 1 July 2027, the applicable 1 July 2026 Agreement will increase by the same percentage increase as the percentage increase to the rates of pay in the Award as determined by the Fair Work Commission in the Annual Wage Review plus 0.25%;
- » On or after the first full pay period after 1 July 2028, the applicable 1 July 2027 Agreement rates will increase by the same percentage increase as the percentage increase to the rates of pay in the Award as determined by the Fair Work Commission in the Annual Wage Review plus 0.25%.

By 1 July 2028, the minimum rates of pay will reach at least 1% above the Award rate for both for Level 1 and Level 2 retail Employees covered by the proposed Agreement.

Junior Rates

The proposed Agreement now provides for adult rates at 18 years of age.

The rates remain unchanged for Employees under 18 years of age.

Age	Percentage Current EA	Percentage Proposed EA
20 years of age and over	100%	100%
19 years of age and under 20 years of age	80%	100%
18 years of age and under 19 years of age	70%	100%
17 years of age and under 18 years of age	60%	60%
16 years of age and under 17 years of age	50%	50%
Under 16 years of age	45%	45%

CLASSIFICATIONS

Level 1 and Level 2 Employees performing duties above their classifications should be paid higher duties in accordance with the proposed Agreement. This includes performing the role of positions not covered by the proposed Agreement.

ALLOWANCES

The proposed Agreement retains the provision that all applicable allowances, including meal, laundry, vehicle and first-aid will be no less than the rate payable under the Award.

Moving Expenses

The proposed Agreement now includes a provision for when Freedom transfers an Employee from one township to another requiring a move, Freedom will pay for the whole of the moving expenses, including fares and transport costs for the Employee and their family.

PENALTY RATES

There are no changes in the proposed Agreement regarding penalty rates – see table below:

Penalty rates	Permanent	Casual
Monday-Friday after 6pm	125%	150%
Saturday	125%	150%
Sunday	150%	175%
Public Holidays	225%	250%

OVERTIME

There are no changes in the proposed Agreement regarding overtime rates – see table below:

Overtime rates	Permanent	Casual
Monday to Saturday - first 3 hrs	150%	175%
Monday to Saturday - any additional hrs	200%	225%
Sunday	200%	225%
Public Holiday	250%	275%

ROSTERING

Part-time - increase in minimum base contract hours

The proposed Agreement increases the Part-time minimum fortnightly engagement from 12 hours to 15 hours for all new Employees. Existing Part-time Employees on 12 hours per 2-week cycle may elect to increase their hours to a minimum of 15 hours.

Rosters

Under the proposed Agreement, rosters will be displayed a minimum of fourteen days in advance as opposed to the current seven days in advance.

Under the proposed Agreement, Freedom may cancel a rostered shift by notifying the Casual Employee of the cancellation at least three hours before the shift is rostered to start. When a Casual Employee has a shift cancelled with less than three hours' notice they will be paid for the entirety of their rostered shift. The current Agreement provides that a shift may be cancelled at least one hour before it is rostered to start.

When rostering for stocktake on no more than four occasions per year, under the proposed Agreement Freedom initially seek volunteers and will have regards to family or caring responsibilities of Employees, including whether Employees have safe transport home.

Compulsory Team Meetings

The proposed Agreement states that for compulsory meetings which Employees are required to attend by their store manager or location manager, 5 days' notice is required (unless in the case of an emergency). The current Agreement provides that at least 48 hours advance notice be given.

Online Training

The proposed Agreement provides that an Employee will be paid for all online training required in accordance with the Agreement.

LEAVE ENTITLEMENTS

Annual Leave

The proposed Agreement provides 20 days paid annual leave per annum for permanent Full-time Employees, pro-rata for Part-time Employees. Freedom will consider the circumstances of Employees with school-aged children when approving annual leave.

The application of annual leave loading during a period of annual leave is improved such that an Employee will receive either 17.5% loading or all relevant shift penalties, whichever is greater but not both. The application of annual leave loading extends beyond just weekend penalties.

Personal Leave

Full-time Employees are entitled to 10 days personal leave per annum, pro-rata for Part-time Employees.

The proposed Agreement includes a provision for an Employee who is caring for a person who has a long-term disability or illness to provide evidence of the need to take leave for this purpose for a period of up to 12 months. This ensures that Employees are not required to constantly provide medical evidence to access personal leave for their ongoing caring responsibilities.

Compassionate Leave

The SDA has secured additional compassionate leave entitlements in the proposed Agreement. Compassionate leave will be increased from 5 days to 7 days of paid leave upon the death of a spouse, parent or child of the employee.

"Child" includes where a child is stillborn or in the event of a miscarriage where the child is a child of the Employee.

The proposed Agreement retains the provision whereby an Employee who has exhausted their paid personal/carer's leave entitlements, is entitled to access up to two days' unpaid carer's leave on each occasion.

Definition of "immediate family"

The proposed Agreement provides for an expansion of the definition of "immediate family" to include a child placed on a permanent care-order or long-term foster arrangement; and a person of significance to the Employee to whom the Employee provides regular care.

Family & Domestic Violence Leave

The proposed Agreement provides for 10 days paid leave per annum for all Employees. This is in addition to the Employee's personal/carer's leave entitlement and does not cumulate from year to year.

A Casual Employee who takes family or domestic violence leave but was not rostered to work will be entitled to be paid for the days based on the average number of shifts and hours worked in the previous 3 months.

Freedom will consider any risk to an individual or workplace following a disclosure of family and domestic violence and implement a workplace safety plan with specific measures to minimise the risk and protocols for dealing with a crisis situation.

Superannuation

Under the proposed Agreement, Freedom will make applicable superannuation contributions for the benefit of an Employee regardless of their age. Under the current Agreement Freedom is only required to pay superannuation to under 18-year-olds if they work more than 30 hours in a week.

Paid Parental Leave

The proposed Agreement provides that Employees will be entitled to receive paid parental leave in accordance with Freedom policies which is 6 weeks for the primary care giver and 10 days for the secondary care giver. This is in addition to any Government funded paid parental leave scheme.

Superannuation paid on Company Parental Leave

Additionally, superannuation will be paid on the Company paid parental leave, under the proposed Agreement.

For avoidance of doubt, Freedom's superannuation payment does not apply to Government funded paid parental leave administered by Freedom.

Natural Disaster Leave

The proposed Agreement increases Natural Disaster Leave from 2 paid days to 3 paid days of leave.

Public Holidays

The proposed Agreement includes Easter Saturday as a public holiday for Tasmania. In addition, in South Australia, Christmas Eve is recognised as a public holiday.

REST & MEAL BREAKS

Under the proposed Agreement, rest and meal breaks remain unchanged – see table below:

Hours Worked	Paid rest break	Unpaid meal break
Work less than 4 hours	No rest break	No meal break
Work 4 hours or more but no more than 5 hours	1 x 10 minute rest break	No meal break
Work more than 5 hours but less than 7 hours	1 x 10 minute rest break	1 x meal break**
Work 7 hours or more but less than 10 hours	2 x 10 minute rest breaks*	1 x meal break**
Work 10 hours or more	2 x 10 minute rest breaks*	2 x meal breaks**

*One break to be taken in the first half of the work hours and the second taken in the second half of the work hours.

**Meal break to be at least 30 minutes but not more than 60 minutes.

SPECIAL CLOTHING REIMBURSEMENT

The proposed Agreement increases the reimbursement of \$60 to \$135 per calendar year to Employees who work in the back dock for purchasing safety boots.

DELEGATES' RIGHTS

The proposed Agreement provides for delegates' rights in accordance with the General Retail Industry Award 2020. This provides that SDA Delegates have the right to represent members and undertake important tasks associated with their role as a union representative. It further provides for 5 days training per annum to attend union training courses to develop skills to help represent co-workers and provide advice in stores.

CASUAL CONVERSION & PATHWAYS

The proposed Agreement includes the right of a Casual Employee to convert from Casual employment to Full-time or Part-time employment in accordance with the *Fair Work Act 2009*.

**Voting conducted by Vero Voting
occurs via online and by SMS
from Monday 6.00am 18 November and
closes 6.00pm Sunday 24 November 2024.**

Make sure you have your say!

