

## NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 26/03/2021 2:22:59 PM ACDT and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

### Details of Filing

Document Lodged: Statement of Claim - Form 17 - Rule 8.06(1)(a)  
File Number: SAD105/2020  
File Title: CHRISTOPHER PETER THOMAS v ROMEO LOCKLEYS ASSET  
PARTNERSHIP BEING THE PARTNERSHIP OPERATED BY  
LOCKLEYS FOODLAND PTY LTD & ROMEO LOCKLEYS HOLDINGS  
PTY LTD & ORS  
Registry: SOUTH AUSTRALIA REGISTRY - FEDERAL COURT OF AUSTRALIA



*Sia Lagos*

Dated: 26/03/2021 2:35:25 PM ACDT

Registrar

### Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.

Form 17  
Rule 8.05(1)(a)



Federal Court of Australia  
South Australia Registry  
Fair Work Division

No. SAD105 of 2020

**Christopher Peter Thomas**  
Applicant

**'Romeo Lockleys Asset Partnership', being the partnership operated by Lockleys Foodland Pty Ltd & Romeo Lockleys Holdings Pty Ltd (ABN 12 244 067 815)**

First Respondent

**Lockleys Foodland Pty Ltd (ACN 108 166 276)**

Second Respondent

**Romeo Lockleys Holdings Pty Ltd (ACN 108 157 928)**

Third Respondent

**Further Amended Statement of claim**

(amended and filed pursuant to the orders of the Honourable Justice Charlesworth made on 26 March 2021)

**A THE RESPONDENTS**

1. At all material times, the First Respondent was:
  - (a) a partnership comprised of the Second and Third Respondents;
  - (b) the employer of employees working in each of the First Respondent's Supermarkets (as defined at paragraph 4 below);

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Filed on behalf of	The Applicant
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- (c) a national system employer within the meaning of sections 14 and 30N of the *Fair Work Act 2009* (Cth) (**FW Act**); and
  - (d) an employer in the general retail industry as defined by the *General Retail Industry Award 2010* (the **Award**); and
  - (e) in the premises, liable to be sued as a national system employer under the FW Act.
2. At all material times, the Second Respondent was:
- (a) a company liable to be sued;
  - (b) a partner in the First Respondent;
  - (c) jointly and severally liable for the liabilities of the First Respondent, including in respect of liabilities arising to the First Respondent as a national system employer under the FW Act.
3. At all material times, the Third Respondent was:
- (a) a company liable to be sued;
  - (b) a partner in the First Respondent;
  - (c) jointly and severally liable for the liabilities of the First Respondent, including in respect of liabilities arising to the First Respondent as a national system employer under the FW Act.

## **B SUPERMARKETS OPERATED BY THE FIRST RESPONDENT**

4. At all material times, the First Respondent operated a business as the 'Romeo Lockleys Asset Partnership'. That business was primarily involved in the operation of retail supermarkets, being the following stores in South Australia:
- (a) Morphett Vale Foodland located at 201 Main South Road, Morphett Vale SA 5162;
  - (b) Normanville Foodland located at 85 Main Street, Normanville SA 5204;
  - (c) Rostrevor Foodland located at 161 St Bernards Road, Rostrevor SA 5073;
  - (d) Stirling IGA located at 5 Johnston Street, Stirling SA 5152;
  - (e) Daw Park Foodland located at 530 Goodwood Road, Daw Park SA 5041;
  - (f) Stirling Foodland located at 5 Johnston Street, Stirling SA 5152;
  - (g) Aldgate IGA Fresh located at 232 Mount Barker Road, Aldgate SA 5154;

- ~~(h) Brighton IGA Fresh located at 525 Brighton Road, Brighton SA 5048;~~
  - (i) Salisbury East IGA Fresh located at 53 - 63 Northbridge Avenue, Salisbury East SA 5109;
  - ~~(j) Kensington Park Foodland located at 398 Magill Rd, Kensington Park SA 5068;~~
  - (k) Modbury Village Foodland located at Modbury Triangle Shopping Centre Modbury SA 5092;
  - (l) Old Reynella Foodland located at 221 Old South Road, Old Reynella, SA 5161;
  - ~~(m) Romeo's Foodhall located at 201 - 205 Pacific Highway, St Leonards NSW 2065;~~
  - (n) Athelstone Foodland located at 320 Gorge Road, Athelstone SA 5075; and
  - (o) Fairview Park Foodland located at 325 Hancock Road, Fairview Park SA 5126,
- (collectively, the **First Respondent's Supermarkets**).

## C REPRESENTATIVE PROCEEDINGS

5. The Applicant brings this proceeding pursuant to Part IVA of the *Federal Court of Australia Act 1976* (Cth):
    - (a) for himself; and
    - (b) as the representative of a group constituted by all persons:
      - (i) employed by the First Respondent at any time ~~after~~ within the period ~~commencing~~ of 6 years prior to ending on the date of the filing of the Originating Application herein (the "**Relevant Period**");
      - (ii) in a position;
        - (A) the title of which was, or the title of which included the word, "manager", including the following positions:
          - (I) Store Manager;
          - (II) Assistant Store Manager;
          - (III) Department Manager; and
          - (IV) Assistant Department Manager,
- (a "**Manager Position**"); and

- (B) which was undertaken as a “full time employee” or ~~“part time employee”~~ as ~~these terms are~~ defined in the Award;
- (iii) employed in such a Manager Position at one of the First Respondent's Supermarkets;
- (iv) paid in such a Manager Position by way of an annualised salary;
- (v) paid weekly pursuant to their employment in the preceding week of Monday to Sunday (**Pay Period**);
- (vi) such weekly payments being, in each Pay Period, equal to a weekly instalment of their annualised salary, irrespective of the hours that they worked in that Pay Period or entitlements derived from the Award in that Pay Period;
- (vii) who, during any Pay Period in the Relevant Period:
- (1) were rostered to perform hours of work in excess of 38 hours per week and performed such rostered hours; and / or
  - (2) additionally, performed further hours of work in excess of their rostered hours,
- (collectively, **Overtime**);
- (viii) who also, during any Pay Period in the Relevant Period, performed work at times which attracted entitlements to penalty rates, overtime rates and loadings under the Award, including:
- (1) during the evening after 6:00pm;
  - (2) on weekends;
  - (3) on public holidays; and
  - (4) outside the spread of hours during which ‘ordinary hours’ can be worked in the Award, including:
    - (A) on a Sunday before 9:00am in the morning, and on all other days before 7:00am in the morning;
    - (B) during a weekend after 6:00pm, and on all other days after 9:00pm in the evenings,
- (defined collectively as the **Penalty Work**);

- (ix) further, some of whom:
- (1) were not paid leave loading in accordance with the Award during periods when they took annual leave;
  - (2) were not paid allowances arising from the Award as they became payable,  
  
(defined collectively as the **Loadings and Allowances**);
- (x) who were not paid their entitlements arising from the Award:
- (1) from performing the Overtime and Penalty Work during the Relevant Period; and
  - (2) where applicable, in respect of the Loadings and Allowances,  
  
only being paid weekly payments of their annualised salaries which were insufficient to discharge their entitlements arising under the Award;
- (xi) further, at least some of whom also experienced unlawful deductions from their weekly pay purportedly in respect of the cost of their work uniforms (the **Unlawful Deductions**); and
- (xii) have not, as at the date of commencement of this proceeding, commenced proceedings against the First, Second or Third Respondent in respect of:
- (1) the underpayments of their entitlements relating to this Overtime, Penalty Work or Loadings and Allowances; and / or
  - (2) the Unlawful Deductions,
- (the “**Group**” and a/the “**Group Member/s**”).

## D APPLICANT’S UNDERPAYMENT

### D-1 APPLICANT’S EMPLOYMENT - EMPLOYMENT PERIODS

6. From the start of the Relevant Period to on or around 25 October 2015, pursuant to a contract entered into between the Applicant and First Respondent on or around 2 June 2014 (**First Contract**), the Applicant was a full-time employee of the First Respondent in the position of Assistant Store Manager at the First Respondent’s supermarket store in Modbury, South Australia (**First Modbury Period**).

7. It was a term of the First Contract during the First Modbury Period that the Applicant would be paid an annualised salary of \$51,740 (exclusive of superannuation), made by payment of equal weekly instalments, for all hours worked.
8. From on or around 26 October 2015 to 17 July 2016 pursuant to a contract entered into between the Applicant and First Respondent on or around 22 October 2015 (**Second Contract**), the Applicant was a full-time employee of the First Respondent in the position of Store Manager at the First Respondent's supermarket store in Modbury, South Australia (**Second Modbury Period**).
9. It was a term of the Second Contract during the Second Modbury Period that the Applicant would be paid an annualised salary of \$54,600 (exclusive of superannuation), made by payment of equal weekly instalments, for all hours worked.
10. From on or around 18 July 2016 to 23 October 2016 pursuant to a contract entered into between the Applicant and First Respondent on or around 7 July 2016 (**Third Contract**), the Applicant was a full-time employee of the First Respondent in the position of Store Manager at the First Respondent's supermarket store in Salisbury East, South Australia (**Salisbury East Period**).
11. It was a term of the Third Contract during the Salisbury East Period that the Applicant would be paid an annualised salary of \$58,500 (exclusive of superannuation), made by payment of equal weekly instalments, for all hours worked.

## **D-2 APPLICANT'S EMPLOYMENT DUTIES AND AWARD COVERAGE**

12. During the First Modbury Period, the Applicant's duties included:
  - (a) supporting the Store Manager, including attending to the Store Manager's duties including staff rostering and other necessary store administration;
  - (b) assisting in authorising wage budgets;
  - (c) replying to emails from head office;
  - (d) supervising deliveries of stock to the store;
  - (e) completing tasks for other employees following their absenteeism;
  - (f) assisting in the meat, cheese, checkout, bakery and deli departments as and when required;
  - (g) monitoring and supporting department managers; and
  - (h) reporting to Store Manager and Area Manager.
13. During the Second Modbury Period, the Applicant's duties included:

- (a) meeting key performance indicators relevant to the management of the supermarket, which included, but was not limited to attending to:
    - (i) staff wages in accordance with head office instructions;
    - (ii) sales; and
    - (iii) shrinkage (lost profit following mark downs, waste or other reasons for which a particular product was not sold at normal retail price);
  - (b) managing human resources, including setting rosters in accordance with head office instructions;
  - (c) ensuring the store met any local government regulations; and
  - (d) liaising with, and reporting to, the Area Manager in all aspects of the store's operation.
14. During the Salisbury East Period, the Applicant's duties included those duties set out in paragraph 13 above.
15. By reason of the matters alleged at paragraphs 1, 4 and 12 above, the Applicant was during the First Modbury Period covered by the Award as a full-time employee and classified as a "Retail Employee Level 6" employee under the Award.
16. By reason of the matters alleged at paragraphs 1, 4, 13 and 14 above, the Applicant was during both the Second Modbury Period and the Salisbury East Period covered by the Award as a full-time employee and classified as a "Retail Employee Level 8" employee under the Award.

### **D-3 APPLICANT'S HOURS OF WORK**

17. During each of the following periods, the First Respondent allocated the Applicant's work hours to him in a two-week roster cycle (made up of **Week A** and **Week B** respectively).

#### **Particulars**

Particulars of the Applicant's roster cycle to be provided after discovery and once documents and time and attendance records requested of the First Respondent are provided.

18. The Applicant's rostered working hours in this two-week roster cycle included his being rostered to perform the following hours of work, in the following respective time periods:
- (a) First Modbury Period;
    - (i) Week A: 46.5; and
    - (ii) Week B: 46;



- (b) Second Modbury Period;
  - (i) Week A: 47.5; and
  - (ii) Week B: 47.5;
- (c) Salisbury East Period:
  - (i) Week A: 46; and
  - (ii) Week B: 46,

(collectively, the **Rostered Hours**).

19. Throughout the First Modbury Period, Second Modbury Period and Salisbury East Period the Applicant performed these Rostered Hours of work.
20. Further, during the First Modbury Period, Second Modbury Period and Salisbury East Period the Applicant performed work in addition to these Rostered Hours which involved the regular pattern of work pleaded in paragraphs 21 to 24 below (his **Actual Hours**).
21. The regular pattern of Rostered Hours and Actual Hours worked by the Applicant throughout the First Modbury Period was:
  - (a) Monday (in both Week A and Week B):
    - (i) Rostered Hours: 7:00AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
    - (ii) Actual Hours: 6:00AM to 6:00PM; less an unpaid break of an average of 30 minutes;
  - (b) Tuesday (in both Week A and Week B):
    - (i) Rostered Hours: 11:00AM to 9:30PM, less a scheduled unpaid break of 60 minutes; and
    - (ii) Actual Hours: 11:00AM to 9:30PM; less an unpaid break of an average of 30 minutes;
  - (c) Wednesday:
    - (i) In Week A:
      - (1) Rostered Hours: 7:00AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and

- (2) Actual Hours: 6:00AM to 6:00PM; less an unpaid break of an average of 30 minutes;
    - (ii) In Week B:
      - (1) Rostered Hours: not rostered; and
      - (2) Actual Hours: not worked;
  - (d) Thursday (in both Week A and Week B):
    - (i) Rostered Hours: 7:00AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
    - (ii) Actual Hours: 6:00AM to 6:00PM; less an unpaid break of an average of 30 minutes;
  - (e) Friday (in both Week A and Week B):
    - (i) Rostered Hours: 7:00AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
    - (ii) Actual Hours: 6:00AM to 6:00PM; less an unpaid break of an average of 30 minutes;
  - (f) Saturday:
    - (i) In Week A:
      - (1) Rostered Hours: not rostered; and
      - (2) Actual Hours: not rostered;
    - (ii) In Week B:
      - (1) Rostered Hours: 6:30AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
      - (2) Actual Hours: 6:30AM to 5:00PM, less an unpaid break of an average of 45 minutes.
22. The regular pattern of Rostered Hours and Actual Hours worked by the Applicant throughout the Second Modbury Period (other than during the first 7 weeks of this period, addressed in paragraph 23 below) was:
- (a) Monday (in both Week A and Week B):

- (i) Rostered Hours: 6:30AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
  - (ii) Actual Hours: 6:30AM to 6:00PM, less an unpaid break of an average of 30 minutes;
- (b) Tuesday (in both Week A and Week B):
- (i) Rostered Hours: 6:30AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
  - (ii) Actual Hours: 6:30AM to 6:00PM, less an unpaid break of an average of 30 minutes;
- (c) Wednesday:
- (i) In Week A:
    - (1) Rostered Hours: 6:30AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
    - (2) Actual Hours: 6:30AM to 6:00PM, less an unpaid break of an average of 30 minutes;
  - (ii) In Week B:
    - (1) Rostered Hours: not rostered; and
    - (2) Actual Hours: not worked;
- (d) Thursday (in both Week A and Week B):
- (i) Rostered Hours: 11:00AM to 9:30PM, less a scheduled unpaid break of 60 minutes; and
  - (ii) Actual Hours: 11:00AM to 9:30PM, less an unpaid break of an average of 30 minutes;
- (e) Friday (in both Week A and Week B):
- (i) Rostered Hours: 6:30AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
  - (ii) Actual Hours: 6:30AM to 6:00PM, less an unpaid break of an average of 30 minutes;
- (f) Saturday:

- (i) In Week A:
    - (1) Rostered Hours: not rostered; and
    - (2) Actual Hours: not worked;
  - (ii) In Week B:
    - (1) Rostered Hours: 6:30AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
    - (2) Actual Hours: 6:30AM to 5:15PM, less an unpaid break of an average of 45 minutes.
23. For the first seven weeks of the Second Modbury Period, in respect of both Week A and Week B, the Applicant worked Actual Hours on each of Monday to Saturday, from 6:30AM to 6:00PM, with a break of an average of 30 minutes (the **Additional Second Modbury Hours**).
24. The regular pattern of Rostered Hours and Actual Hours worked by the Applicant throughout the Salisbury East Period was:
- (a) Monday (in both Week A and Week B):
    - (i) Rostered Hours: 6:30AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
    - (ii) Actual Hours: 7:00AM to 6:00PM; less an unpaid break of an average of 15 minutes;
  - (b) Tuesday (in both Week A and Week B):
    - (i) Rostered Hours: 6:30AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
    - (ii) Actual Hours: 7:00AM to 6:00PM; less an unpaid break of an average of 15 minutes;
  - (c) Wednesday:
    - (i) In Week A:
      - (1) Rostered Hours: 7:00AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
      - (2) Actual Hours: 7:00AM to 6:00PM; less an unpaid break of an average of 15 minutes;

- (ii) In Week B:
    - (1) Rostered Hours: not rostered; and
    - (2) Actual Hours: not worked;
  - (d) Thursday (in both Week A and Week B):
    - (i) Rostered Hours: 11:00AM to 9:30PM, less a scheduled unpaid break of 60 minutes; and
    - (ii) Actual Hours: 11:00AM to 9:30PM, less an unpaid break of an average of 30 minutes;
  - (e) Friday (in both Week A and Week B):
    - (i) Rostered Hours: 6:30AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
    - (ii) Actual Hours: 7:00AM to 6:00PM; less an unpaid break of an average of 15 minutes;
  - (f) Saturday:
    - (i) In Week A:
      - (1) Rostered Hours: not rostered; and
      - (2) Actual Hours: not worked;
    - (ii) In Week B:
      - (1) Rostered Hours: 7:00AM to 5:00PM, less a scheduled unpaid break of 60 minutes; and
      - (2) Actual Hours: 7:30AM to 5:30PM, less an unpaid break of an average of 15 minutes;
25. Subject to the exception noted in paragraph 23 above, the Applicant worked the Actual Hours pleaded in paragraphs 21 to 24 above consistently and throughout each Pay Period in each of the First Modbury Period, Second Modbury Period and Salisbury East Period (collectively, the **Applicant's Regular Hours**).
26. In the premises, the Actual Hours (excluding breaks) of the Applicant's Regular Hours totalled, in any given Pay Period:
- (a) During the First Modbury Period:

- (i) In Week A: to 56 hours; and
  - (ii) In Week B: to 54.5 hours;
- (b) During the Second Modbury Period:
- (i) In Week A: to 54 hours; and
  - (ii) In Week B: to 53 hours;
- (c) During the Salisbury East Period:
- (i) In Week A: to 53 hours; and
  - (ii) In Week B: to 52.25 hours.

26A. The Applicant performed the Applicant's Regular Hours pursuant to directions given by the First Respondent.

#### Particulars

Such directions were provided to the Applicant:

(a) on some occasions, by a specific verbal direction made to him by his managers to perform the Applicant's Regular Hours; and

(b) on other occasions, such direction was implied, inferred, or consequential to the conduct, statements or other directions provided to the Applicant by his managers.

Such specific or general directions were provided on the following occasions to the Applicant in the First Modbury, Second Modbury, or Salisbury East Periods:

(a) during the First Modbury Period, the Store Manager, Mr Tim Brown would take part in a conference call on a Monday morning with the area managers Mr Rob Musculli or Mr Rob Willkie, and would, on occasions when the Applicant had performed hours of work closer to his Rostered Hours than the pattern of Actual Hours pleaded above, question the Applicant as to why he had 'only' performed his rostered 45 hours, or words to that effect;

(b) during both the Second Modbury and Salisbury East Periods, the Applicant would take part in a conference call on a Monday morning to review the previous week's wage budget, during which the Area Manager Mr Rob Musculli or the Area Manager Mr Rob Willkie, would, on occasions when the Applicant had performed hours of work closer to his Rostered Hours than the pattern of Actual Hours pleaded above, question the Applicant as to why he had had 'only' performed his rostered 45 hours, or words to that effect;

(c) on those occasions when the Applicant arrived at work later than, or attempted to depart work earlier than, an area manager who was present in the store, the Applicant would be reprimanded for not arriving early or remaining in the store;

(i) in the First Modbury Period, by the Store Manager Mr Tim Brown;

(ii) in the Second Modbury and Salisbury East Periods, by the Area Manager Mr Rob Musculli or Area Manager Mr Rob Willkie;

(d) At all material times, the Applicant's Rostered Hours were insufficient to complete the tasks required of him without working the Applicant's Regular Hours, pursuant to a common or general practice of the First Respondent to restrict staff wage budgets such that additional tasks would need to be completed by salaried managers in order to reduce the cost of engaging non-salaried staff;

(e) On those occasions during the Second Modbury and Salisbury East Periods, when Area Manager Rob Willkie was in-store and the Applicant had completed his Rostered Hours and was attempting to leave work, Mr Willkie would direct him to perform additional tasks which would result in him working the Actual Hours pleaded above; and

(f) Pursuant to a common or general practice of the First Respondent which required salaried managers to supervise non-salaried staff, on those days when the Applicant was rostered to finish at the time the store closed, the Applicant could not leave the store until all such non-salaried staff had completed their duties, which was customarily 30 minutes after the end of the Applicant's Rostered Hours.

26B. During the Relevant Period, the First Respondent had a common or general practice of directing and requiring its Group Members to:

- (a) work rostered hours being approximately 45 hours per week (excluding scheduled unpaid breaks); and
- (b) work beyond their rostered hours in a manner similar to that which the Applicant was required to perform in the Applicant's Regular Hours, including:
  - (i) additional hours performed before and / or at the end of their rostered shifts; and
  - (ii) time worked through their scheduled shifts (there not being an opportunity to take breaks or by taking breaks shorter than the scheduled breaks).

27. In addition to the Applicant's Regular Hours, the Applicant from time to time worked on a Sunday:

- (a) during the First Modbury Period;
- (b) during the Second Modbury Period; and

- (c) during the Salisbury East Period,  
(the **Additional Sunday Hours**).

### Particulars

Those dates when the Applicant performed the Additional Sunday Hours are particularised at Schedule B.

~~Particulars of the dates when the Applicant worked on Sundays to be provided once employment records, documents and time and attendance records requested of the First Respondent are provided.~~

28. On the occasions when the Applicant performed the Additional Sunday Hours, the Applicant worked from 9:00AM to 5:00PM, with an unpaid break of an average of 45 minutes.
29. In addition to the Applicant's Regular Hours, throughout his employment the Applicant occasionally worked additional shifts on days (other than Sunday) when he was otherwise rostered not to work when required to cover for the sickness or unavailability of another worker,  
(the **Additional Cover Shifts**).

### Particulars

Particulars of the occasions upon which the Applicant performed such additional work to be provided after discovery and after the First Respondent has produced employment records, including time and attendance records, requested of it.

- 29A. During the Relevant Period, the First Respondent had a common or general practice of directing and requiring Group Members to work additional shifts on days when they were rostered not to work to cover the absence of other employees or otherwise meet the staffing requirements of the First Respondent (including on weekends).
30. In addition to the Applicant's Regular Hours, the Applicant worked additional hours at night, namely:
- (a) during both the First Modbury Period and Second Modbury Period:
- (i) approximately 5 - 6 times a year;
- (ii) in circumstances where, as part of his employment duties, he was required to attend the supermarket to deal with equipment breakdowns or alarm callouts which occurred outside of the supermarket's trading hours; and
- (iii) on each occasion he would work for between 2 and 9 hours, until the issue was resolved, between the hours of 9:00PM and 6:00AM;



- (b) during the Salisbury East Period:
  - (i) approximately 2-3 times;
  - (ii) in circumstances where, as part of his employment duties, he was required to attend the supermarket to deal with equipment breakdowns or alarm callouts which occurred outside of the supermarket's trading hours; and
  - (iii) on each occasion he would work for between 2 and 9 hours, until the issue was resolved, between the hours of 9:00PM and 6:00AM,

(the **Additional Call Out Hours**).

### Particulars

Particulars of the occasions upon which the Applicant performed such additional night work to be provided after discovery.

30A. During the Relevant Period, the First Respondent had a common or general practice of directing and requiring its Group Members in the positions of Store Manager, Assistant Store Manager, Grocery Manager and Dairy Manager to remain on call to deal with equipment breakdowns or alarm callouts and to attend work to perform additional hours upon the occurrence of such breakdowns or callouts in a similar way to the Applicant in his performance of the Additional Call Out Hours.

31. The Applicant worked after 6:00PM:
- (a) in the circumstances alleged in paragraph ~~29~~ 30 above;
  - (b) during the First Modbury Period:
    - (i) by reason of the matters alleged in paragraph 21 above, on Tuesdays;
    - (ii) in addition to the Applicant's Regular Hours, from time to time, in situations of a late delivery to the store, until approximately 7:30PM;
    - (iii) in addition to the Applicant's Regular Hours, from time to time, in situations of excess stock in-store; until approximately 7:00PM; and
    - (iv) in addition to the Applicant's Regular Hours, from time to time, on occasions when equipment breakdowns occurring during his shift but were not fixed upon the conclusion of his shift and the Applicant remained at work until they were fixed.
  - (c) During the Second Modbury Period:

- (i) by reason of the matters alleged in paragraph 22 above, on Thursdays;
  - (ii) in addition to the Applicant's Regular Hours, from time to time, in situations of a late delivery to the store, until approximately 7:30PM; and
  - (iii) in addition to the Applicant's Regular Hours, from time to time, on occasions when equipment breakdowns occurring during his shift but were not fixed upon the conclusion of his shift and the Applicant remained at work until they were fixed.
- (d) During the Salisbury East Period:
- (i) by reason of the matters alleged in paragraph 24 above, on Thursdays; and
  - (ii) in addition to the Applicant's Regular Hours, from time to time, in situations of a late delivery to the store, until approximately 7:30PM; and
  - (iii) in addition to the Applicant's Regular Hours, from time to time, on occasions when equipment breakdowns occurring during his shift but were not fixed upon the conclusion of his shift and the Applicant remained at work until they were fixed.

(the **Additional Evening Hours**)

#### **Particulars**

Those dates when the Applicant performed the Additional Evening Hours are particularised at Schedule C.

~~Particulars of the occasions upon which the Applicant performed such additional evening work to be provided once employment records, documents and time and attendance records requested of the First Respondent are provided.~~

31A. During the Relevant Period, the First Respondent had a common or general practice of directing and requiring Group Members to work past 6:00PM in a similar way to the Applicant in his performance of the Additional Evening Hours.

32. In addition to the Applicant's Regular Hours, the Applicant regularly worked on public holidays including ~~Good Friday, Easter Monday, Christmas Day, Boxing Day and ANZAC Day, for the hours from 9:00AM to 5:00PM with an unpaid 45-minute break, during each of The First Modbury Period, The Second Modbury Period and the Salisbury East Period.~~

(the **Public Holiday Hours**)

#### **Particulars**

Those dates when the applicant performed the Public Holiday Hours are particularised at Schedule D.

~~Particulars of the occasions upon which the Applicant performed such additional public holiday work to be provided once employment records, documents and time and attendance records requested of the First Respondent are provided.~~

32A. During the Relevant Period, the First Respondent had a common or general practice of directing and requiring Group Members to work on public holidays.

#### **D4 APPLICANT'S ENTITLEMENT TO ALLOWANCES**

33. When performing the Applicant's Regular Hours throughout the First Modbury Period the Applicant was directed by the First Respondent to use his own motor vehicle in the performance of his duties, including on the following occasions:

- (a) at least once per month, to transfer stock between stores;
- (b) from time to time:
  - (i) on occasions where he was required to deliver a groceries order to customers;
  - (ii) to attend the local branch of the bank used by the First Respondent in order to deposit cash or obtain cash of smaller denominations to use in the store's float

(the **Travel**)

#### **Particulars**

Particulars of the occasions, during the First Modbury Period, when the Applicant was directed to use his own motor vehicle in the performance of his duties will be provided after discovery and after the First Respondent produces employment records, including time and attendance records, requested of it.

Such directions were made verbally by the store manager Tim Brown.

33A During the Relevant Period, the First Respondent had a common or general practice of directing and requiring Group Members to, on occasion, deliver groceries to customers, transfer stock to or from another store, or deposit takings at the local bank branch using their own vehicle in in the same way as the Applicant.

34. When performing the Applicant's Regular Hours throughout the First Modbury Period the Applicant was directed by the First Respondent to 'act up' as the Store Manager of the Modbury Store on the following occasions:

- (a) On three days per fortnight, when he was rostered to be working and the Store Manager was not; and
- (b) From time to time, on an occasion when the Store Manager was absent from work by reason of sickness or a period of annual leave.

(the **Higher Duties**)

#### **Particulars**

The Applicant was directed to 'act up':

- (i) implicitly, by virtue of the requirements of his role as an Assistant Store Manager on a weekend when the store manager was not rostered to work; and
- (ii) expressly, by virtue of the verbal direction of the store manager Tim Brown or the area manager Mr Rob Musculli or area manager Mr Rob Willkie on any other day when the Store Manager was not otherwise in the store by reason of annual leave, sickness, or other absenteeism;

Further Particulars of the occasions, during the First Modbury Period, when the Applicant was 'acting up' in the Store Manager position will be provided after discovery and after the First Respondent produces employment records, including time and attendance records, requested of it.

35. When performing such Higher Duties the Applicant would perform duties consistent with those described in paragraph 13 above, being those duties associated with working as the Store Manager in the Modbury Store.

35A. During the Relevant Period, the First Respondent had a common or general practice of requiring Group Members in the following positions and circumstances to act as Store Manager

- (a) Assistant Store Managers, in circumstances of the Store Manager's absence;
- (b) Grocery Managers, on Saturdays when the Store Manager and Assistant Store Manager were absent; and
- (c) Dairy Managers, on Sundays when the Store Manager and Assistant Store Manager were absent.

and, when doing so, such Group Members performed duties consistent with those described in paragraph 13 above.

36. When performing the Applicant's Regular Hours throughout the First Modbury Period the Applicant was, from time to time, directed to (and did in fact) work at other locations which necessitated additional travel time to and from those locations. Those locations being:

- (a) The North Adelaide Foodland located at 71-79 O'Connell Street, North Adelaide SA 5006, which resulted in additional travel of 40 kilometres and additional travel time of 40 minutes per day; and
- (b) The Magill Foodland located at 591 Magill Road, Magill SA 5072, which resulted in additional travel of 30 kilometres and additional travel time of 30 minutes per day.

(the **Additional Travel**)

### Particulars

Particulars of the occasions, during the First Modbury Period, when the Applicant worked at such other locations will be provided after discovery and after the First Respondent produces employment records, including time and attendance records, requested of it.

36A. During the Relevant Period, the First Respondent had a common or general practice of, on occasion, directing and requiring Group Members to work for a discrete period at one of the First Respondent's Supermarkets other than that at which they were ordinarily based, which necessitated additional travel time to and from the employee's ordinary place of work.

37. When performing the Additional Evening Hours identified in sub-paragraphs 0(b)(ii), (iii), (iv), 0(c)(ii), (iii) and 0(d)(ii) and (iii) above, the Applicant was not provided with more than 24 hours' notice that he was to be required to perform such overtime and was not provided with a meal by the First Respondent during the performance of such Additional Evening Hours.

(the **Overtime Without Meal**).

37A. During the Relevant Period, the First Respondent had a common or general practice of similarly requiring Group Members to work beyond 6PM, without more than 24 hours' notice and without a meal, in a similar way to the Applicant in his performance of the Overtime Without Meal.

38. The Applicant was required, throughout the entirety of his employment with the First Respondent, to launder his work uniform.

(the **Uniform Laundry Work**)

38A. During the Relevant Period, the First Respondent had a common or general practice of directing and requiring Group Members to wear and launder a work uniform.

39. Shortly after commencing employment with the First Respondent, the Applicant attended training organised by the First Respondent which caused him to obtain a First Aid Qualification.

40. After obtaining this qualification throughout the remainder of his employment with the First Respondent, the Applicant was appointed to perform first aid duty by the First Respondent.

(the **First Aid Duty**)

40A. During the Relevant Period, the First Respondent had a common or general practice of requiring, on average, four Group Members per each of the First Respondent's Supermarkets, to:

- (a) obtain a First Aid Qualification; and
- (b) be appointed to perform first aid duty when at work.

41. When performing the Applicant's Regular Hours throughout each of the First Modbury Period, Second Modbury Period and Salisbury East Period the Applicant was required to:

- (a) attend to the loading and unloading of dairy products and fruit and vegetables to and from refrigerated display cabinets kept at a range of between 0 and 4 degrees Celsius for, on average, five hours per week; and
- (b) attend to the loading and unloading and stock management of frozen goods in cold chambers where the temperature was permanently below 0 degrees Celsius for, on average, three hours per week.

(the **Cold Work**)

41A. During the Relevant Period, the First Respondent had a common or general practice to direct and require Group Members to perform work in a refrigerated area and / or walk-in freezer or stock refrigerated cabinets and display cases; either by virtue of the employees' positions or by the First Respondent's requirement that Group Members assist in departments where there was a 'surge' of work, including in circumstances of stock delivery. Such Group Members being those employed in the positions of:

- (a) Store Manager;
- (b) Assistant Store Manager;
- (c) Duty Manager; or
- (d) Department Manager, being a:
  - (i) Dairy Manager;
  - (ii) Fruit and Vegetable Manager;
  - (iii) Meat Manager;

- (iv) Deli Manager;
- (v) Seafood Manager;
- (vi) Grocery Manager; or
- (vii) Bakery Manager.

but not those in the positions of:

- (e) Front of House/Customer Service Manager; or
- (f) Scanning Manager.

#### **D-5 REMUNERATION RECEIVED BY THE APPLICANT**

42. It was a term of the Award, and each of the First Contract, Second Contract and Third Contract required, that the Applicant's salary and any other monetary entitlements to which he might become entitled to under either the Award or Contract be paid to him at the conclusion of each weekly Pay Period via electronic funds transfer.
43. The first Pay Period in the First Modbury Period started on 2 June 2014 and ended on 8 June 2014.
44. With the exception of the deductions made as alleged in paragraph 45 below, for each Pay Period in the First Modbury Period, the Applicant was paid by the First Respondent:
- (a) \$995 by way of the payment of his annualised salary; and
  - (b) \$94.53 in superannuation.

(the **First Modbury Period Actual Weekly Pay**)

45. In each of the following Pay Periods in the First Modbury Period, the Applicant was paid the same amount as alleged in paragraph 44 above, but had deducted from his pay the following respective amounts, purportedly for the cost of a uniform:
- (a) 1 September to 7 September 2014 – \$25;
  - (b) 8 September to 14 September 2014 – \$25;
  - (c) 15 September to 21 September 2014 – \$25;
  - (d) 22 September to 28 September 2014 – \$25;
  - (e) 29 September to 5 October 2014 – \$25;

- (f) 6 October to 12 October 2014 – \$20; and
- (g) 13 October to 19 October 2014 – \$25 (\$10 of which was refunded to the Applicant in the Pay Period 20 October to 26 October 2014).

46. For each Pay Period in the Second Modbury Period the Applicant was paid by the First Respondent:

- (a) \$1,050 exclusive of superannuation;
- (b) a \$50 vehicle allowance; and
- (c) \$99.75 in superannuation.

(the **Second Modbury Period Actual Weekly Pay**)

47. With the exception of the deductions alleged in paragraph 48, for each Pay Period in the Salisbury East Period the Applicant was paid by the First Respondent:

- (a) \$1,125 exclusive of superannuation;
- (b) a \$50 vehicle allowance; and
- (c) \$106.88 in superannuation.

(the **Salisbury East Period Actual Weekly Pay**)

48. In each of the following Pay Periods in the Salisbury East Period, the Applicant was paid the same amount as alleged in paragraph 47 above, but had deducted from his pay the following respective amounts, purportedly for the cost of a uniform:

- (a) 25 July to 31 July 2016 - \$30;
- (b) 01 August to 07 August 2016 - \$30;
- (c) 08 August to 14 August 2016 - \$30; and
- (d) 15 August to 21 August 2016 - \$28.

(together with the deductions in paragraph 45 above, collectively the **Applicant's Deductions**)

49. The Applicant was paid the amounts of the First Modbury Period Actual Weekly Pay, Second Modbury Period Actual Weekly Pay and Salisbury East Period Actual Weekly Pay in each Pay Period of the First Modbury Period, Second Modbury Period and Salisbury East Period irrespective of whether or not he:



- (a) had performed overtime during such a Pay Period, including by the Rostered Hours, Actual Hours, Additional Second Modbury Hours, Additional Sunday Hours, Additional Call Out Hours, Additional Cover Shifts and Additional Evening Hours;
- (b) had worked at times which, pursuant to the Award, he was entitled to a penalty rate, loading during such a Pay Period, including by the Public Holiday Hours, Rostered Hours, Actual Hours, Additional Second Modbury Hours, Additional Sunday Hours, Additional Call Out Hours and Additional Evening Hours; and
- (c) had worked in a fashion which, pursuant to the Award, he was entitled to the payment of an allowance during such a Pay Period, including by the Travel, Higher Duties, Additional Travel, Overtime Without Meal, Uniform Laundry Work, First Aid Duty and Cold Work.

49A. During the Relevant Period, the First Respondent had a common or general practice to pay Group Members their salary in equal weekly payments (except where deductions were made), irrespective of whether or not they had:

- (a) performed Overtime (pursuant to the common or general practices pleaded at paragraphs 26B, 29A, 30A and 31A above);
- (b) worked at times which pursuant to the Award would entitle them to a penalty rate (pursuant to the common or general practices pleaded at 26B, 29A, 30A, 31A and 32A above);or
- (c) worked in such a fashion which pursuant to the Award would entitle them to an allowance (pursuant to the common or general practices pleaded at 33A, 35A, 36A, 37A, 38A, 40A and 41A above).

49B. During the Relevant Period, the First Respondent had a common or general practice to deduct monies from the pay of Group Members purportedly for the cost of uniforms.

## **D-6 THE APPLICANT'S AWARD ENTITLEMENTS AND THE FIRST RESPONDENT'S CONTRAVENTIONS**

### *Underpayment Contraventions*

50. During each relevant Pay Period of the First Modbury Period, the Applicant was not paid:
- (a) a penalty rate of 25% in connection with his working ordinary hours on Saturdays during the Rostered Hours and Actual Hours as required by clause 29.4 of the Award;
  - (b) a penalty rate of 25% in connection with his working ordinary hours after 6:00PM during the Rostered Hours and Actual Hours, as required by clause 29.4 of the Award

- (c) a penalty rate of 150% in connection with his working the Public Holiday Hours, as required by clause 29.4 of the Award;

(the entitlements in Award clause 29.4 referred to in (a) to (c) above being, collectively, the **Penalty Rate Entitlements**)

- (d) an overtime rate being time and a half for the first three hours and double time thereafter for hours worked in excess of 7.6 hours per day on Mondays to Saturdays during the Rostered Hours, Actual Hours and Additional Evening Hours, as required by clause 29.2 of the Award;
- (e) an overtime rate being double time for overtime performed on Sundays during the Additional Sunday Hours, as required by clause 29.2 of the Award;
- (f) or, in the alternative to (d) and (e) above, an overtime rate being time and a half for the first three hours and double time thereafter for hours worked outside the spread of hours during which 'ordinary hours' can be worked in the Award, being:
- (i) on a Sunday before 9:00AM in the morning, and on all other days before 7:00AM in the morning;
- (ii) during a weekend, after 6:00PM, and on all other days after 9:00PM in the evenings;
- as required by clauses 29.2 and 27.2 of the Award.
- (g) an overtime rate being time and a half or double time (paid for at least three hours) in respect of overtime worked when the Applicant was recalled to work during the Additional Call Out Hours and Additional Cover Shifts, as required by clauses 20.10 and 29.2 of the Award;

(the entitlements derived from Award clauses 29.2 and 20.10 in (d) to (f) ~~(g)~~ above being, collectively, the **Overtime Entitlements**)

- (h) a per kilometre travel allowance for each kilometre he travelled in his own vehicle during the Travel, as required by clause 20.6 of the Award;
- (i) a higher duties allowance for each hour during which he 'acted up' in the position of Store Manager during the Higher Duties, as required by clause 20.12 of the Award;
- (j) excess travelling costs and travelling time reimbursement being his increase in travelling costs and his time spent travelling during the Additional Travel, as required by clauses 20.3 and 20.4 of the Award;
- (k) a meal allowance for each occasion where he performed the Overtime Without Meal, as required by clause 20.1 of the Award;

- (l) a special clothing allowance in connection with his performance of the Uniform Laundry Work, as required by clause 20.2 of the Award;
- (m) a first aid allowance in connection with his performance of the First Aid Duty, as required by clause 20.9 of the Award; and
- (n) A cold work disability allowance in connection with his performance of the Cold Work, as required by clause 20.8 of the Award.

(the entitlements derived from Award clauses 20.1, 20.2, 20.3, 20.4, 20.6, 20.8, 20.9 and 20.12 in ~~(g) to (m)~~ (h) to (n) above being, collectively, the **Allowance Entitlements**)

51. The amounts paid to the Applicant by the First Modbury Period Weekly Pay in each Pay Period of the First Modbury Period, were less than that which he was entitled to be paid under the Award for the:

- (a) Rostered Hours;
- (b) Actual Hours;
- (c) Additional Sunday Hours;
- (d) Additional Call Out Hours;
- (e) Additional Cover Shifts;
- (f) Additional Evening Hours;
- (g) Public Holiday Hours;
- (h) Travel;
- (i) Higher Duties;
- (j) Additional Travel;
- (k) Overtime Without Meal;
- (l) Uniform Laundry Work;
- (m) First Aid Duty; and
- (n) Cold Work.

52. In the premises, in each Pay Period of the First Modbury Period the First Respondent failed to comply with:

- (a) clause 29.4 of the Award in relation to the Penalty Rate Entitlements identified in sub-paragraphs 50(a), (b) and (c) above;
  - (b) clauses 29.2 and 20.10 of the Award in relation to the Overtime Entitlements identified in sub-paragraphs 50(d), (e), (f) and ~~(g)~~ (g) above; and
  - (c) where the entitlement to the allowance arose in a Pay Period as alleged in section D4 of this claim, clauses 20.1, 20.2, 20.3, 20.4, 20.6, 20.8, 20.9 and 20.12 of the Award in relation to the Allowance Entitlements identified in sub-paragraphs 50(h), ~~(g)~~, (i), (j), (k), (l), ~~and (m)~~ and (n) above.
53. In the premises, in each Pay Period of the First Modbury Period the First Respondent contravened section 45 of the FW Act in respect of each of the failures identified in paragraph 52 above.
54. In the premises, in each Pay Period of the First Modbury Period the First Respondent contravened section 323 of the FW Act by failing to pay the full amount due to the Applicant in respect of the matters pleaded in paragraphs 50 to 53 above.
55. During each relevant Pay Period of the Second Modbury Period, the Applicant was not paid:
- (a) a penalty rate of 25% in connection with his working ordinary hours on Saturdays during the Rostered Hours and Actual Hours as required by clause 29.4 of the Award;
  - (b) a penalty rate of 25% in connection with his working ordinary hours during the evening after 6:00pm during the Rostered Hours and Actual Hours, as required by clause 29.4 of the Award
  - (c) a penalty rate of 150% in connection with his working the Public Holiday Hours, as required by clause 29.4 of the Award;
  - (d) an overtime rate being time and a half for the first three hours and double time thereafter for hours worked in excess of 7.6 hours per day on Mondays to Saturdays during the Rostered Hours, Actual Hours, Additional Second Modbury Hours and Additional Evening Hours, as required by clause 29.2 of the Award;
  - (e) an overtime rate being double time for overtime performed on Sundays during the Additional Sunday Hours, as required by clause 29.2 of the Award;
  - (f) or, in the alternative to (d) and (e) above, an overtime rate being time and a half for the first three hours and double time thereafter for hours worked outside the spread of hours during which 'ordinary hours' can be worked in the Award, being:
    - (i) on a Sunday before 9:00AM in the morning, and on all other days before 7:00AM in the morning;

(ii) during a weekend, after 6:00PM, and on all other days after 9:00PM in the evenings;

as required by clauses 29.2 and 27.2 of the Award;

- (g) an overtime rate being time and a half or double time (paid for at least three hours) in respect of overtime worked when the Applicant was recalled to work during the Additional Call Out Hours and Additional Cover Shifts, as required by clauses 20.10 and 29.2 of the Award;
- (h) a meal allowance for each occasion where he performed the Overtime Without Meal, as required by clause 20.1 of the Award;
- (i) a special clothing allowance in connection with his performance of the Uniform Laundry Work, as required by clause 20.2 of the Award;
- (j) a first aid allowance in connection with his performance of the First Aid Duty, as required by clause 20.9 of the Award; and
- (k) a cold work disability allowance in connection with his performance of the Cold Work, as required by clause 20.8 of the Award.

56. The amounts paid to the Applicant in the Second Modbury Period Weekly Pay, in each Pay Period of the Second Modbury Period, were less than what he was entitled to be paid under the Award for the:

- (a) Rostered Hours;
- (b) Actual Hours;
- (c) Additional Sunday Hours;
- (d) Additional Second Modbury Hours;
- (e) Additional Call Out Hours;
- (f) Additional Cover Shifts;
- (g) Additional Evening Hours;
- (h) Public Holiday Hours;
- (i) Overtime Without Meal;
- (j) Uniform Laundry Work;
- (k) First Aid Duty; and

- (l) Cold Work.
57. In the premises, in each Pay Period of the Second Modbury period the First Respondent failed to comply with:
- (a) clause 29.4 of the Award in relation to the Penalty Rate Entitlements identified in sub-paragraphs 55(a), (b) and (c) above;
  - (b) clauses 29.2 and 20.10 of the Award in relation to the Overtime Entitlements identified in sub-paragraphs 55(d), (e), (f) and (g) and ~~(f)~~ above; and
  - (c) where the entitlement to the allowance arose in a Pay Period as alleged in section D4 of this claim, clauses 20.1, 20.2, 20.8 and 20.9 of the Award in relation to the Allowance Entitlements identified in sub-paragraphs 55(g), (h), (i), (j) and (k) and ~~(j)~~ above.
58. In the premises, in each Pay Period of the Second Modbury Period the First Respondent contravened section 45 of the FW Act in respect of each of the failures identified in paragraph 57 above.
59. In the premises, in each Pay Period of the Second Modbury Period the First Respondent contravened section 323 of the FW Act by failing to pay the full amount due to the Applicant in respect of the matters pleaded in paragraphs 55 to 58 above.
60. During each relevant Pay Period of the Salisbury East Period, the Applicant was not paid:
- (a) a penalty rate of 25% in connection with his working ordinary hours on Saturdays during the Rostered Hours and Actual Hours as required by clause 29.4 of the Award;
  - (b) a penalty rate of 25% in connection with his working ordinary hours after 6:00PM during the Rostered Hours and Actual Hours, as required by clause 29.4 of the Award
  - (c) a penalty rate of 150% in connection with his working the Public Holiday Hours, as required by clause 29.4 of the Award;
  - (d) an overtime rate being time and a half for the first three hours and double time thereafter for hours worked in excess of 7.6 hours per day on Mondays to Saturdays during the Rostered Hours, Actual Hours and Additional Evening Hours, as required by clause 29.2 of the Award;
  - (e) an overtime rate being double time for overtime performed on Sundays during the Additional Sunday Hours, as required by clause 29.2 of the Award;
  - (f) or, in the alternative to (d) and (e) above, an overtime rate being time and a half for the first three hours and double time thereafter for hours worked outside the spread of hours during which 'ordinary hours' can be worked in the Award, being:

- (i) on a Sunday before 9:00AM in the morning, and on all other days before 7:00AM in the morning;
- (ii) during a weekend, after 6:00PM, and on all other days after 9:00PM in the evenings;

as required by clauses 29.2 and 27.2 of the Award;

- (g) an overtime rate being time and a half or double time (paid for at least three hours) in respect of overtime worked when the Applicant was recalled to work during the Additional Call Out Hours and Additional Cover Shifts, as required by clauses 20.10 and 29.2 of the Award;
- (h) a meal allowance for each occasion where he performed the Overtime Without Meal, as required by clause 20.1 of the Award;
- (i) a special clothing allowance in connection with his performance of the Uniform Laundry Work, as required by clause 20.2 of the Award;
- (j) a first aid allowance in connection with his performance of the First Aid Duty, as required by clause 20.9 of the Award; and
- (k) a cold work disability allowance in connection with his performance of the Cold Work, as required by clause 20.8 of the Award.

61. The amounts paid to the Applicant in the Salisbury East Period Weekly Pay, in each Pay Period of the Salisbury East Period, were less than what he was entitled to be paid under the Award for the:

- (a) Rostered Hours;
- (b) Actual Hours;
- (c) Additional Sunday Hours;
- (d) Additional Call Out Hours;
- (e) Additional Cover Shifts;
- (f) Additional Evening Hours;
- (g) Public Holiday Hours;
- (h) Overtime Without Meal;
- (i) Uniform Laundry Work;
- (j) First Aid Duty; and

(k) Cold Work.

62. In the premises, in each Pay Period of the Salisbury East Period the First Respondent failed to comply with:

(a) clause 29.4 of the Award in relation to the Penalty Rate Entitlements identified in sub-paragraphs 60(a), (b) and (c) above;

(b) clauses 29.2 and 20.10 of the Award in relation to the Overtime Entitlements identified in sub-paragraphs 60(d), (e), (f) and (g) and ~~(f)~~ above; and

(c) where the entitlement to the allowance arose in a Pay Period as alleged in section D4 of this claim, clauses 20.1, 20.2, 20.8 and 20.9 of the Award in relation to the Allowance Entitlements identified in sub-paragraphs 60(~~g~~), (h), (i), (j) and (k) and ~~(j)~~ above.

63. In the premises, in each Pay Period of the Salisbury East Period the First Respondent contravened section 45 of the FW Act in respect of each of the failures identified in paragraph 62 above.

64. In the premises, in each Pay Period of the Salisbury East Period the First Respondent contravened section 323 of the FW act by failing to pay the full amount due to the Applicant in respect of the matters pleaded in paragraphs 60 to 63 above.

(collectively, the contraventions described in paragraphs 53, 54, 58, 59, 63 and 64 above are the **Underpayment Contraventions**)

65. Additionally, throughout each of the First Modbury Period, Second Modbury Period and Salisbury East Period, the pay which the Applicant received was less than what he was entitled to under the Award for his performance of the Rostered Hours alone.

*Leave Loading Contravention*

66. Throughout his employment with the First Respondent the Applicant took periods of annual leave.



(the **Annual Leave**)

### Particulars

There being a period of 38 hours of annual leave during the following pay periods:

18 August to 24 August 2014

02 February to 08 February 2015

13 April to 19 April 2015

14 September to 20 September 2015

21 September to 27 September 2015

08 February to 14 February 2016

19 September to 25 September 2016

26 September to 02 October 2016

67. When the Applicant took the Annual Leave, the First Respondent continued to pay the Applicant his weekly salary by way of the First Modbury Actual Weekly Pay, Second Modbury Actual Weekly Pay and Salisbury East Actual Weekly Pay.
68. When the Applicant took the Annual Leave he was not paid annual leave loading in accordance with clause 32.3 of the Award (the **Leave Loading Entitlement**).
69. In the premises, on each occasion when the Applicant took the Annual Leave the First Respondent failed to comply with clause 32.3 of the Award in relation to the Leave Loading Entitlement.
70. In the premises, on each occasion when the Applicant took the Annual Leave the First Respondent contravened section 45 of the FW Act in respect of the failure identified in paragraph 69 above.
71. In the premises, in each Pay Period during which the Applicant took the Annual Leave the First Respondent contravened section 323 of the FW Act by failing to pay the full amount due to the Applicant in respect of the matters pleaded in paragraphs 66 to 70 above

(collectively, the contraventions alleged in paragraphs 70 and 71 above are the **Leave Loading Contravention**).

#### *Deduction Contravention*

72. In respect of the Applicant's Deductions, such deductions were not:
  - (a) authorised in writing by the Applicant before they were made;
  - (b) principally for the Applicant's benefit;

(c) authorised by the Award or otherwise authorised.

73. In the premises, the Applicant's Deductions were not permitted deductions from the Applicant's wages pursuant to section 324 of the FW Act.
74. In the premises, by making such deductions and not paying the Applicant in full, the First Respondent contravened section 323 of the FW Act on each occasion of the Applicant's Deductions (the **Deduction Contravention**).
75. By reason of the Underpayment Contraventions, the Leave Loading Contravention and the Deduction Contravention the Applicant has suffered loss.

*Record Keeping Contravention*

76. It was a requirement of the FW Act and *Fair Work Regulations 2009* (Cth) that the First Respondent make and retain records of:
- (a) the number of overtime hours worked by the Applicant during each day; or
- (b) when the Applicant started and ceased working overtime hours.

(the **Record Keeping Obligation**)

**Particulars**

Section 535 FW Act. Regulation 3.34, *Fair Work Regulations 2009* (Cth).

77. By working the Rostered Hours, Actual Hours, Additional Sunday Hours, Additional Call Out Hours, Additional Cover Shifts and Additional Evening Hours the Applicant worked overtime hours during his employment.
78. In contravention of the Record Keeping Obligation, the First Respondent did not record, in respect of any Pay Period:
- (a) the number of overtime hours worked by the Applicant during each day; or
- (b) when the Applicant started and ceased working overtime hours,
79. By failing to keep such a record in each Pay Period of the Applicant's employment, the First Respondent contravened section 535 of the FW Act (the **Record Keeping Contraventions**).
80. The Applicant relies on section 557C of the FW Act.

**E GROUP MEMBERS' CLAIMS**

81. The Award as amended from time to time applied to the Applicant and each Group Member in respect of their employment with the First Respondent.
82. Each Group Member during the Relevant Period was:
- (a) employed by the First Respondent during the Relevant Period in a Manager Position identified in paragraph 5 above;
  - (b) paid an annualised salary purportedly in satisfaction of all entitlements arising from the Award;
  - (c) not paid any additional amounts in any given Pay Period in further satisfaction of entitlements arising from the Award;
  - (d) covered by and employed pursuant to the Award and classified either as a "Retail Employee Level 6" or "Retail Employee Level 8" employee under the Award; and
  - (e) performed duties which were substantially the same as those performed by the Applicant and described in paragraphs 12 to 14 above.
83. Each Group Member during the Relevant Period performed work being:
- (a) his or her ordinary hours; and
  - (b) regular additional work outside of these ordinary hours (both by way of additional rostered work and further work additional to that contemplated by their roster) pursuant to the common or general practices pleaded in paragraphs 26B, 29A, 30A, 31A above,
- such that the Overtime Entitlements applied to such additional hours.
84. Each Group Member was not paid for such additional hours in accordance with the Overtime Entitlements provided for in clauses 29.2 and 20.10 of the Award.
85. Each Group Member during the Relevant Period performed work at times and on days which attracted the Penalty Rate Entitlements pursuant to the common or general practices pleaded in paragraphs 26B, 29A, 30A, 31A and 32A above.
86. Each Group Member was not paid for such work attracting penalty rates in accordance with the Penalty Rate Entitlements provided for in clause 29.4 of the Award.
87. Some Group Members during the Relevant Period worked at times and in ways which attracted some or all of the Allowance Entitlements pursuant to the common or general practices pleaded in paragraphs 33A, 35A, 36A, 37A, 38A, 40A and 41A above.

**Particulars**

- (a) Group Members who were entitled to the Uniform Laundry Work Allowance are those Group Members who were required to wear a uniform while at work.
- (b) Group Members who were entitled to the First Aid Allowance are those Group Members who were awarded a first aid qualification following a first aid training day, whether or not such training was paid for by the First Respondent, and who were subsequently appointed, designated, recognised, or otherwise identified as a suitably qualified 'first aider' for their particular store by the First Respondent on a public notice board displayed in store;
- (c) Group Members who were entitled to the Higher Duties Allowance are those Group Members who:
- (i) Were employed in the position of Assistant Store Manager, and who were required to act as the Store Manager on any day when the usual Store Manager was not in-store;
- (ii) Were employed in the position of Grocery Manager and who were required to act as the Store Manager on any Saturday when the usual Store Manager and Assistant Store Manager were not in-store; and/or
- (iii) Were employed in the position of Dairy Manager and who were required to act as the Store Manager on any Sunday when the usual Store Manager and Assistant Store Manager were not in-store; and
- (d) Group Members who were entitled to the Meal Allowance are those Group Members who performed additional hours in similar factual circumstances to the Applicant, and who were provided with less than 24 hours' notice to perform those additional hours, as was the common or general practice of the First Respondent;
- (e) Group Members who were entitled to the Travel Allowance are those Group Members who were verbally directed by their respective Area Manager, Store Manager or Assistant Store Manager to deliver groceries to customers, transfer stock to or from another store, or deposit takings at the local bank branch using their own vehicle in similar circumstances to the Applicant;
- (f) Group Members who were entitled to the excess travelling costs allowance are those Group Members who were directed either verbally or in writing, by their respective Area Manager, Store Manager or Assistant Store Manager, to work for a discrete period at another location which necessitated additional travel time to and from that Group Member's ordinary place of work; and
- (g) Group Members who were entitled to the Cold Work Disability Allowance are those who performed work in a refrigerated area or the walk-in freezer, or were required to stock refrigerated cabinets and display cases:
- (i) either by:
- (1) virtue of the requirements of their position; or
- (2) by virtue of a common or general practice of the First Respondent, which required those employees with spare capacity to assist in other

departments where there was a 'surge' of work, including in circumstances where stock was delivered to the store; and  
(ii) such Group Members being those employed in the positions of:

- (1) Store Manager;
- (2) Assistant Store Manager;
- (3) Duty Manager; or
- (4) Department Manager, being a:
  - (5) Dairy Manager
  - (6) Fruit and Vegetable Manager
  - (7) Meat Manager
  - (8) Deli Manager
  - (9) Seafood Manager
  - (10) Grocery Manager
  - (11) Bakery Manager

but not those in the positions of:

- (1) Front of House/Customer Service Manager
- (2) Scanning Manager.

88. Such Group Members were not paid such allowances in accordance with the Allowance Entitlements provided for in clauses 20.1, 20.2, 20.3, 20.4, 20.6, 20.8, 20.9 and 20.12 of the Award.

89. ~~Some~~ All Group Members during the Relevant Period took periods of annual leave or had all / part of their accrued but untaken annual paid out or cashed out such that they were entitled to be paid the Leave Loading Entitlement.

#### **Particulars**

Such Group Members were entitled to be paid leave loading where payments were made in lieu of accrued but untaken leave on termination of their employment by operation of section 90(2) of the FW Act.

Such Group Members were entitled to be paid leave loading where amounts of accrued but untaken annual leave were 'cashed out' by operation of clause 32.9(f) of the Award.

90. Such Group Members were not paid leave loading in accordance with the Leave Loading Entitlement provided for in clauses 32.3 and 32.9(f) of the Award and section 90(2) of the FW Act.

91. In the premises, by failing to pay each Group Member their entitlements in connection with the Overtime Entitlements, Penalty Rate Entitlements and, where applicable, Allowance Entitlements and Leave Loading Entitlement the First Respondent contravened sections 44 / 45

of the FW Act in respect of ~~each of~~ the failures identified in paragraphs 84, 86, 88 and 89 above.

92. In the premises, the First Respondent contravened section 323 of the FW Act by failing to pay the full amount due to each Group Member in respect of the matters pleaded in paragraphs 83 to 91 above.

(collectively the contraventions described in paragraphs 91 and 92 above are the **Group Underpayment Contraventions**)

93. By reason of the Group Underpayment Contraventions, each Group Member suffered loss.

#### Particulars

Particulars in relation to Group Members' loss will be provided if and when it is necessary for a determination to be made of the individual claims of those Group Members and after the First Respondent has provided the employment records, roster details and time and attendance records requested of it.

94. ~~Some~~ All Group Members during the Relevant Period had deductions taken from their wages, purportedly for the costs of uniforms they were required to wear.
95. Such deductions, like the Applicant's Deductions, were not authorised by the Group Members in writing, principally for their benefit or otherwise permitted by operation of section 324 of the FW Act.
96. In the premises, by making such deductions and not paying each Group Member in full, the First Respondent contravened section 323 of the FW Act on each occasion of such deductions (the **Group Deduction Contraventions**).
97. The Record Keeping Obligation required the First Respondent to make and retain records of the overtime worked by each Group Member pleaded in paragraph 83 above.
98. The First Respondent did not record, in respect of any Pay Period:
- (a) the number of overtime hours worked by each Group Member during each day of their employment; or
  - (b) when each Group Member started and ceased working overtime.
99. In the premises, the First Respondent contravened section 535 of the FW Act in respect of the overtime performed by each Group Member in each Pay Period (the **Group Record Keeping Contraventions**).
100. The Group Members rely on section 557C of the FW Act.

**F COMMON ISSUES**

101. The questions of law or fact common to the claims of the Group Members in these proceedings are:
- (a) Whether it was a common or general practice of the First Respondent during the Relevant Period to direct and require Group Members:
    - (i) to work rostered hours being approximately 45 hours per week and work beyond their rostered hours in a manner similar to that which the Applicant was required to perform in the Applicant's Regular Hours, being:
      - (1) additional hours performed before and / or at the end of their rostered shifts; and
      - (2) time worked through their scheduled shifts (their not having an opportunity to take breaks or taking shorter than scheduled breaks);
    - (ii) additionally, to work additional shifts on days when they were rostered not to work to cover the absence of other employees or otherwise meet the staffing requirements of the First Respondent (including on weekends).
  - (b) Whether it was a common or general practice of the First Respondent during the Relevant Period to direct and require Group Members in the positions of Store Manager, Assistant Store Manager, Grocery Manager and Dairy Manager to remain on call to deal with equipment breakdowns or alarm callouts and to attend work to perform additional hours upon the occurrence of such breakdowns or callouts in a similar way to the Applicant in his performance of the Additional Call Out Hours.
  - (c) Whether it was a common or general practice of the First Respondent during the Relevant Period to direct and require Group Members to work past 6:00PM in a similar way to the Applicant in his performance of the Additional Evening Hours.
  - (d) Whether it was a common or general practice of the First Respondent during the Relevant Period to direct and require Group Members to work on public holidays.
  - (e) Whether it was a common or general practice of the First Respondent during the Relevant Period to direct and require Group Members to, on occasion, deliver groceries to customers, transfer stock to or from another store, or deposit takings at the local bank branch using their own vehicle in the same way as the Applicant.

- (f) Whether it was a common or general practice of the First Respondent during the Relevant Period to direct and require Group Members in the following positions and circumstances to act up as Store Manager:
- (i) Assistant Store Managers, in circumstances of the Store Manager's absence;
  - (ii) Grocery Managers, on Saturdays when the Store Manager and Assistant Store Manager were absent; and
  - (iii) Dairy Managers, on Sundays when the Store Manager and Assistant Store Manager were absent.
- and, when doing so, whether such Group Members performed duties consistent with those described in paragraph 13 above.
- (g) Whether it was a common or general practice of the First Respondent during the Relevant Period to direct and require Group Members to, on occasion, work for a discrete period at one of the First Respondent's Supermarkets other than that which they were ordinarily based at, which necessitated additional travel time to and from the employee's ordinary place of work.
- (h) Whether it was a common or general practice of the First Respondent during the Relevant Period to direct and require Group Members to work beyond 6:00PM, without more than 24 hours' notice and without a meal, in a similar way as the Applicant in his performance of the Overtime Without Meal.
- (i) Whether it was a common or general practice of the First Respondent during the Relevant Period of directing and requiring Group Members to wear and launder a work uniform.
- (j) Whether it was a common or general practice of the First Respondent during the Relevant Period of requiring, on average, four Group Members per each of the First Respondent's Supermarkets to obtain a First Aid Qualification and be appointed to perform first aid duty when at work.
- (k) Whether it was a common or general practice of the First Respondent during the Relevant Period of directing and requiring Group Members to perform work in a refrigerated area and / or walk-in freezer or stock refrigerated cabinets and display cases in the manner pleaded in paragraph 41A above.
- (l) Whether, on the proper interpretation of the Award and FW Act, the First Respondent was required to pay, in each Pay Period of the Relevant Period, each Group Member amounts above the weekly annualised salary payments that were made to such



members, in satisfaction of these members' additional entitlements to additional payments by reason of:

- (i) these members performing regular rostered overtime in that Pay Period pursuant to the common or general practice in paragraph 26B above;
  - (ii) these members performing regular additional overtime in addition to such rostered overtime in that Pay Period pursuant to the common or general practices in paragraphs 26B and 29A above;
  - (iii) these members performing further ad-hoc overtime in that Pay Period pursuant to the common or general practices in paragraphs 30A and 31A above;
  - (iv) these members working at times and on days in that Pay Period which entitled them to penalty rates, namely the Penalty Rate Entitlements pursuant to the common or general practices in paragraphs 26B, 29A, 30A, 31A and 32A above; and
  - (v) these members working at times and on days in that Pay Period which entitled them to allowances, namely the Allowance Entitlements pursuant to the common or general practices in paragraphs 33A, 35A, 36A, 37A, 38A, 40A and 41A above.
- (m) Whether the First Respondent had a common or general practice of not paying leave loading to Group Members upon occasions when they took periods of annual leave or had all / part of their accrued but untaken annual leave paid out or cashed out by the First Respondent.
- (n) Whether, on the proper interpretation of the Award and FW Act, the First Respondent was required to pay each Group Member amounts of leave loading in relation to each occasion and period when they took annual leave and each occasion when they had all / part of their accrued but untaken annual leave paid out or cashed out.
- (o) Whether, on the proper interpretation of the FW Act and *Fair Work Regulations 2009* (Cth), the First Respondent was required to keep records of the overtime hours performed by Group Members on each day upon which they performed overtime and if so, whether it failed to do so.
- (p) Whether the First Respondent made deductions from each of the Group Members salaries, purportedly to cover the costs of uniforms and whether, on the proper interpretation of the FW Act, such deductions were not permitted or authorised.

## **G REMEDIES**

102. The Applicant seeks a declaration that the First Respondent has contravened:

- (a) Sections 44, 45 and 323 of the FW Act in relation to the Applicant and each Group Member in relation to the:
    - (i) Underpayment Contraventions;
    - (ii) Leave Loading Contravention; and
    - (iii) Group Underpayment Contraventions.
  
  - (b) Section 323 of the FW Act in relation to the Applicant and each Group Member in relation to the
    - (i) Deduction Contravention; and
    - (ii) Group Deduction Contraventions.
  
  - (c) Section 535 of the FW Act in relation to the Applicant and each Group Member in relation to the:
    - (i) Record Keeping Contravention; and
    - (ii) Group Record Keeping Contraventions.
103. In the premises, each of the Applicant and each Group Member is entitled to an order pursuant to section 545 of the FW Act that the First Respondent (or, alternatively, the Second or Third Respondent) is required to compensate each of them for the underpayment of entitlements owed by reason of the matters pleaded in this claim.
104. The Applicant seeks an order for interest on such amounts of compensation up to the date of judgment pursuant to section 547 of the FW Act.
105. The Applicant seeks an order for the payment of a pecuniary penalty, to be paid to each of the Applicants and each Group Member as a consequence of each of the First Respondent's contraventions of the FW Act set out in paragraph 102 above.

Date: 25 March 2021

A handwritten signature in black ink, consisting of the letters 'RM' followed by a long horizontal stroke.

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Signed by Rory Markham  
Lawyer for the Applicant

This pleading was prepared by Rory Markham, lawyer and settled by Michael Whitbread and Yaseen Shariff of Counsel

**Certificate of lawyer**

I, Rory Markham, certify to the Court that, in relation to the statement of claim filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 25 March 2021

A handwritten signature in black ink, appearing to be 'RM', with a long horizontal stroke extending to the right.

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Signed by Rory Markham  
Lawyer for the Applicant

**Schedule A  
Parties**

<b>Applicant</b>	Christopher Peter Thomas
<b>First Respondent</b>	'Romeo Lockleys Asset Partnership', being the partnership operated by Lockleys Foodland Pty Ltd & Romeo Lockleys Holdings Pty Ltd (ABN 12 244 067 815)
<b>Second Respondent</b>	Lockleys Foodland Pty Ltd (ACN 108 166 276)
<b>Third Respondent</b>	Romeo Lockleys Holdings Pty Ltd (ACN 108 157 928)

**Schedule B – Dates of Additional Sunday Hours**

<b>Period</b>	<b>Day-of-Week</b>	<b>Date</b>
First Modbury	Sunday	5/10/2014
First Modbury	Sunday	12/10/2014
First Modbury	Sunday	26/10/2014
First Modbury	Sunday	1/02/2015
First Modbury	Sunday	8/02/2015
First Modbury	Sunday	26/04/2015
First Modbury	Sunday	5/07/2015
First Modbury	Sunday	26/07/2015
Second Modbury	Sunday	22/11/2015
Second Modbury	Sunday	27/12/2015
Second Modbury	Sunday	10/04/2016
Second Modbury	Sunday	24/04/2016
Salisbury East	Sunday	24/07/2016

**Schedule C – Dates of Additional Evening Hours**

<b>Period</b>	<b>Day-of-Week</b>	<b>Date</b>
First Modbury	Tuesday	1/07/2014
First Modbury	Tuesday	8/07/2014
First Modbury	Monday	14/07/2014
First Modbury	Tuesday	15/07/2014
First Modbury	Monday	21/07/2014
First Modbury	Tuesday	22/07/2014
First Modbury	Thursday	24/07/2014
First Modbury	Tuesday	29/07/2014
First Modbury	Monday	4/08/2014
First Modbury	Tuesday	5/08/2014
First Modbury	Monday	11/08/2014
First Modbury	Tuesday	12/08/2014
First Modbury	Monday	18/08/2014
First Modbury	Tuesday	19/08/2014
First Modbury	Friday	22/08/2014
First Modbury	Tuesday	26/08/2014
First Modbury	Monday	1/09/2014
First Modbury	Tuesday	2/09/2014
First Modbury	Tuesday	9/09/2014
First Modbury	Tuesday	16/09/2014
First Modbury	Tuesday	23/09/2014
First Modbury	Wednesday	24/09/2014
First Modbury	Tuesday	7/10/2014
First Modbury	Thursday	9/10/2014
First Modbury	Monday	13/10/2014
First Modbury	Tuesday	14/10/2014
First Modbury	Friday	17/10/2014
First Modbury	Monday	20/10/2014
First Modbury	Tuesday	21/10/2014
First Modbury	Thursday	23/10/2014
First Modbury	Tuesday	28/10/2014
First Modbury	Thursday	30/10/2014
First Modbury	Friday	31/10/2014
First Modbury	Monday	3/11/2014
First Modbury	Tuesday	4/11/2014
First Modbury	Monday	10/11/2014
First Modbury	Tuesday	11/11/2014
First Modbury	Tuesday	18/11/2014
First Modbury	Monday	24/11/2014
First Modbury	Tuesday	25/11/2014
First Modbury	Wednesday	26/11/2014
First Modbury	Tuesday	2/12/2014
First Modbury	Thursday	4/12/2014

<b>Period</b>	<b>Day-of-Week</b>	<b>Date</b>
First Modbury	Monday	8/12/2014
First Modbury	Tuesday	9/12/2014
First Modbury	Friday	12/12/2014
First Modbury	Tuesday	16/12/2014
First Modbury	Friday	19/12/2014
First Modbury	Monday	22/12/2014
First Modbury	Tuesday	23/12/2014
First Modbury	Tuesday	30/12/2014
First Modbury	Friday	2/01/2015
First Modbury	Monday	5/01/2015
First Modbury	Tuesday	6/01/2015
First Modbury	Friday	16/01/2015
First Modbury	Monday	19/01/2015
First Modbury	Tuesday	20/01/2015
First Modbury	Friday	23/01/2015
First Modbury	Tuesday	27/01/2015
First Modbury	Thursday	29/01/2015
First Modbury	Monday	2/02/2015
First Modbury	Thursday	5/02/2015
First Modbury	Friday	6/02/2015
First Modbury	Tuesday	10/02/2015
First Modbury	Thursday	12/02/2015
First Modbury	Monday	16/02/2015
First Modbury	Tuesday	17/02/2015
First Modbury	Monday	23/02/2015
First Modbury	Tuesday	24/02/2015
First Modbury	Friday	27/02/2015
First Modbury	Monday	2/03/2015
First Modbury	Tuesday	3/03/2015
First Modbury	Wednesday	4/03/2015
First Modbury	Thursday	5/03/2015
First Modbury	Friday	6/03/2015
First Modbury	Tuesday	10/03/2015
First Modbury	Friday	13/03/2015
First Modbury	Monday	16/03/2015
First Modbury	Tuesday	17/03/2015
First Modbury	Wednesday	18/03/2015
First Modbury	Tuesday	24/03/2015
First Modbury	Thursday	26/03/2015
First Modbury	Friday	27/03/2015
First Modbury	Monday	30/03/2015
First Modbury	Tuesday	31/03/2015
First Modbury	Wednesday	1/04/2015
First Modbury	Thursday	2/04/2015



<b>Period</b>	<b>Day-of-Week</b>	<b>Date</b>
First Modbury	Tuesday	7/04/2015
First Modbury	Saturday	11/04/2015
First Modbury	Tuesday	21/04/2015
First Modbury	Thursday	23/04/2015
First Modbury	Monday	27/04/2015
First Modbury	Tuesday	28/04/2015
First Modbury	Friday	1/05/2015
First Modbury	Monday	4/05/2015
First Modbury	Tuesday	5/05/2015
First Modbury	Monday	11/05/2015
First Modbury	Monday	18/05/2015
First Modbury	Tuesday	19/05/2015
First Modbury	Thursday	21/05/2015
First Modbury	Monday	25/05/2015
First Modbury	Tuesday	26/05/2015
First Modbury	Wednesday	27/05/2015
First Modbury	Thursday	28/05/2015
First Modbury	Monday	1/06/2015
First Modbury	Friday	5/06/2015
First Modbury	Tuesday	9/06/2015
First Modbury	Wednesday	10/06/2015
First Modbury	Friday	12/06/2015
First Modbury	Monday	15/06/2015
First Modbury	Tuesday	16/06/2015
First Modbury	Thursday	18/06/2015
First Modbury	Friday	19/06/2015
First Modbury	Monday	22/06/2015
First Modbury	Tuesday	23/06/2015
First Modbury	Thursday	25/06/2015
First Modbury	Friday	26/06/2015
First Modbury	Monday	29/06/2015
First Modbury	Tuesday	30/06/2015
First Modbury	Friday	3/07/2015
First Modbury	Monday	6/07/2015
First Modbury	Tuesday	7/07/2015
First Modbury	Thursday	9/07/2015
First Modbury	Friday	10/07/2015
First Modbury	Saturday	11/07/2015
First Modbury	Tuesday	14/07/2015
First Modbury	Thursday	16/07/2015
First Modbury	Friday	17/07/2015
First Modbury	Monday	20/07/2015
First Modbury	Tuesday	21/07/2015
First Modbury	Thursday	23/07/2015

<b>Period</b>	<b>Day-of-Week</b>	<b>Date</b>
First Modbury	Friday	24/07/2015
First Modbury	Monday	27/07/2015
First Modbury	Tuesday	28/07/2015
First Modbury	Friday	31/07/2015
First Modbury	Monday	3/08/2015
First Modbury	Tuesday	4/08/2015
First Modbury	Friday	7/08/2015
First Modbury	Monday	10/08/2015
First Modbury	Tuesday	11/08/2015
First Modbury	Friday	14/08/2015
First Modbury	Tuesday	18/08/2015
First Modbury	Friday	21/08/2015
First Modbury	Monday	24/08/2015
First Modbury	Tuesday	25/08/2015
First Modbury	Thursday	27/08/2015
First Modbury	Monday	31/08/2015
First Modbury	Tuesday	1/09/2015
First Modbury	Friday	4/09/2015
First Modbury	Monday	7/09/2015
First Modbury	Tuesday	8/09/2015
First Modbury	Thursday	10/09/2015
First Modbury	Friday	11/09/2015
First Modbury	Tuesday	15/09/2015
First Modbury	Tuesday	22/09/2015
First Modbury	Monday	28/09/2015
First Modbury	Tuesday	29/09/2015
First Modbury	Thursday	1/10/2015
First Modbury	Friday	2/10/2015
First Modbury	Friday	9/10/2015
First Modbury	Monday	12/10/2015
First Modbury	Wednesday	14/10/2015
First Modbury	Friday	16/10/2015
First Modbury	Monday	19/10/2015
First Modbury	Wednesday	21/10/2015
First Modbury	Friday	23/10/2015
Second Modbury	Monday	26/10/2015
Second Modbury	Wednesday	28/10/2015
Second Modbury	Thursday	29/10/2015
Second Modbury	Friday	30/10/2015
Second Modbury	Monday	2/11/2015
Second Modbury	Wednesday	4/11/2015
Second Modbury	Thursday	5/11/2015
Second Modbury	Friday	6/11/2015
Second Modbury	Monday	9/11/2015

<b>Period</b>	<b>Day-of-Week</b>	<b>Date</b>
Second Modbury	Wednesday	11/11/2015
Second Modbury	Thursday	12/11/2015
Second Modbury	Friday	13/11/2015
Second Modbury	Monday	16/11/2015
Second Modbury	Wednesday	18/11/2015
Second Modbury	Thursday	19/11/2015
Second Modbury	Friday	20/11/2015
Second Modbury	Monday	23/11/2015
Second Modbury	Wednesday	25/11/2015
Second Modbury	Thursday	26/11/2015
Second Modbury	Friday	27/11/2015
Second Modbury	Monday	30/11/2015
Second Modbury	Wednesday	2/12/2015
Second Modbury	Thursday	3/12/2015
Second Modbury	Friday	4/12/2015
Second Modbury	Monday	7/12/2015
Second Modbury	Wednesday	9/12/2015
Second Modbury	Thursday	10/12/2015
Second Modbury	Friday	11/12/2015
Second Modbury	Monday	14/12/2015
Second Modbury	Wednesday	16/12/2015
Second Modbury	Thursday	17/12/2015
Second Modbury	Friday	18/12/2015
Second Modbury	Monday	21/12/2015
Second Modbury	Wednesday	23/12/2015
Second Modbury	Wednesday	30/12/2015
Second Modbury	Monday	4/01/2016
Second Modbury	Thursday	7/01/2016
Second Modbury	Friday	8/01/2016
Second Modbury	Tuesday	12/01/2016
Second Modbury	Monday	18/01/2016
Second Modbury	Thursday	21/01/2016
Second Modbury	Friday	22/01/2016
Second Modbury	Wednesday	27/01/2016
Second Modbury	Thursday	28/01/2016
Second Modbury	Friday	29/01/2016
Second Modbury	Monday	1/02/2016
Second Modbury	Thursday	4/02/2016
Second Modbury	Friday	5/02/2016
Second Modbury	Thursday	11/02/2016
Second Modbury	Monday	15/02/2016
Second Modbury	Thursday	18/02/2016
Second Modbury	Friday	19/02/2016
Second Modbury	Monday	22/02/2016

<b>Period</b>	<b>Day-of-Week</b>	<b>Date</b>
Second Modbury	Thursday	25/02/2016
Second Modbury	Friday	26/02/2016
Second Modbury	Thursday	3/03/2016
Second Modbury	Friday	4/03/2016
Second Modbury	Monday	7/03/2016
Second Modbury	Thursday	10/03/2016
Second Modbury	Tuesday	15/03/2016
Second Modbury	Wednesday	16/03/2016
Second Modbury	Thursday	17/03/2016
Second Modbury	Monday	21/03/2016
Second Modbury	Wednesday	23/03/2016
Second Modbury	Thursday	24/03/2016
Second Modbury	Wednesday	30/03/2016
Second Modbury	Thursday	31/03/2016
Second Modbury	Friday	1/04/2016
Second Modbury	Wednesday	6/04/2016
Second Modbury	Thursday	7/04/2016
Second Modbury	Friday	8/04/2016
Second Modbury	Monday	11/04/2016
Second Modbury	Tuesday	12/04/2016
Second Modbury	Thursday	14/04/2016
Second Modbury	Friday	15/04/2016
Second Modbury	Tuesday	19/04/2016
Second Modbury	Thursday	21/04/2016
Second Modbury	Friday	22/04/2016
Second Modbury	Thursday	28/04/2016
Second Modbury	Thursday	5/05/2016
Second Modbury	Thursday	12/05/2016
Second Modbury	Monday	16/05/2016
Second Modbury	Thursday	19/05/2016
Second Modbury	Thursday	26/05/2016
Second Modbury	Wednesday	1/06/2016
Second Modbury	Thursday	2/06/2016
Second Modbury	Thursday	9/06/2016
Second Modbury	Wednesday	15/06/2016
Second Modbury	Thursday	16/06/2016
Second Modbury	Thursday	23/06/2016
Second Modbury	Monday	27/06/2016
Second Modbury	Wednesday	29/06/2016
Second Modbury	Thursday	30/06/2016
Second Modbury	Monday	4/07/2016
Second Modbury	Thursday	7/07/2016
Second Modbury	Wednesday	13/07/2016
Second Modbury	Thursday	14/07/2016

<b>Period</b>	<b>Day-of-Week</b>	<b>Date</b>
Salisbury East	Thursday	21/07/2016
Salisbury East	Friday	22/07/2016
Salisbury East	Monday	25/07/2016
Salisbury East	Thursday	28/07/2016
Salisbury East	Friday	29/07/2016
Salisbury East	Thursday	4/08/2016
Salisbury East	Friday	5/08/2016
Salisbury East	Tuesday	9/08/2016
Salisbury East	Thursday	11/08/2016
Salisbury East	Friday	12/08/2016
Salisbury East	Wednesday	17/08/2016
Salisbury East	Thursday	18/08/2016
Salisbury East	Thursday	25/08/2016
Salisbury East	Friday	26/08/2016
Salisbury East	Monday	29/08/2016
Salisbury East	Thursday	1/09/2016
Salisbury East	Friday	2/09/2016
Salisbury East	Thursday	8/09/2016
Salisbury East	Friday	9/09/2016
Salisbury East	Thursday	15/09/2016
Salisbury East	Thursday	29/09/2016
Salisbury East	Thursday	6/10/2016
Salisbury East	Friday	7/10/2016
Salisbury East	Thursday	13/10/2016

**Schedule D – Dates of Public Holiday Hours**

<b>Period</b>	<b>Day-of-Week</b>	<b>Dates</b>	<b>Public Holidays</b>	<b>Start</b>	<b>End</b>
First Modbury	Saturday	4/04/2015	Easter Saturday	7:15 AM	11:15 AM
Second Modbury	Thursday	24/12/2015	Christmas Eve	7:00 AM	7:34 PM
Second Modbury	Saturday	26/03/2016	Easter Saturday	7:16 AM	5:23 PM