

## NOTICE OF FILING

### Details of Filing

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File Title: OLIVIA IOB & ORS v LOVISA PTY LIMITED  
Registry: VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



*Sia Lagos*

Registrar

### Important Information

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 of the filing of the document is determined pursuant to the Court's Rules.



Form 17

Rule 8.05(1)(a)

**Further Amended Statement of claim**

**Filed pursuant to Order 1 of the Orders made by Justice Wheelahan on 22 April 2026**

No. 66 of 2025

Federal Court of Australia

District Registry: Victoria

Division: Fair Work

**OLIVIA IOB**

First Applicant

**AYESHA KELSO**

Second Applicant

**FINN WESLEY (also known as Vivian Wesley)**

Third Applicant

**LOVISA PTY LIMITED (ACN 120 675 890)**

Respondent

**A. THE APPLICANTS AND GROUP MEMBERS**

1. The Applicants bring this proceeding pursuant to Part IVA of the *Federal Court of Australia Act 1976 (Cth)* (**FCA Act**):
  - a. for themselves; and

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- b. as representatives of a group constituted by all persons employed by Lovisa Pty Limited (**Respondent**):
  - i. on a part-time or full-time basis;
  - ii. in the positions of 'Team Member', 'Store Supervisor', 'Assistant Store Manager', 'Store Manager C', 'Store Manager B', 'Store Manager A' or 'Store Manager A+' (**Relevant Positions**); and
  - iii. during the period beginning 23 January 2019, and ending on 23 January 2025 (**Relevant Period**),

(the '**Group**' or '**Group Members**').<sup>1</sup>

### Particulars

As to the alphabetic designation of the stores, the Applicants refer to particulars in paragraph 4 below.

2. The Applicants and the Group Members were at all material times during the Relevant Period (which periods varied depending on when the Applicants and Group Members were employed), 'national system employees' within the meaning of s.13 and s.14 of the *Fair Work Act 2009* (Cth) (**FWA**).
3. On the date of filing of the Originating Application, there are more than seven Group Members.

## B. THE RESPONDENT

4. The Respondent at all material times during the Relevant Period:
  - a. was a company registered under the *Corporations Act 2001* (Cth) and liable to be sued;
  - b. employed the Applicants and the Group Members to undertake work in one or more jewellery stores operating under the brand name 'Lovisa' (**Lovisa Stores or stores**<sup>2</sup>); and

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<sup>1</sup> A reference to an "employee" or employees in this Further Amended Statement of Claim (FASOC) is a reference to a Group Member or Group Members who worked during the operation of the relevant enterprise agreement.

<sup>2</sup> A reference to a "store" in this FASOC is a reference to a Lovisa Store.

- c. by reason of subparagraph (b), was a 'national system employer' within the meaning of s.13 and s.14 of the FWA.

### **Particulars**

At all material times during the Relevant Period, the Respondent designated each of the Lovisa Stores as 'C', 'B', 'A' or 'A+'. This classification was also adopted for use in the relevant enterprise agreements set out at paragraphs 32 and 166 below, and attached to 'Store Manager' positions.

## **C. THE APPLICANTS**

### **C.1 Olivia Iob**

5. By way of a contract dated in or about November 2017, the Respondent employed the First Applicant (**Ms Iob**) to work in the Lovisa Store in the Watergardens Shopping Centre, Taylors Lakes in Victoria (**Watergardens Store**) in the position of a part-time 'Christmas Team Member'.

### **Particulars**

The contract was in writing and is no longer in possession of Ms Iob.

6. By way of a contract dated 22 February 2018, the Respondent employed Ms Iob to work in the Watergardens Store as a part-time 'Team Member'.

### **Particulars**

The contract is in writing. A copy is available for inspection at the offices of the solicitors for the Applicants.

7. On or about 22 February 2018, Ms Iob commenced work in the Watergardens Store as a part-time 'Team Member'.
8. Ms Iob performed duties of a 'Team Member' including the following at the Watergardens Store:
  - a. general customer service and support, including greeting and assisting customers attending the store;
  - b. demonstrating knowledge of jewellery products and inventory;
  - c. processing sales in respect to jewellery products and related items;

- d. housekeeping and cleaning duties;
  - e. administrative tasks, including attending to emails and calls from management, customers and/or suppliers;
  - f. responding to customer concerns or queries in respect to specific jewellery products in store;
  - g. undertaking stocktake and inventory duties, including store layout changes; and
  - h. opening and closing the store, including balancing the cash register at the end of each shift.
9. By way of a contract dated 26 September 2019, the Respondent employed Ms Iob as a part-time 'Store Manager C' to work in the Westfield Airport West Shopping Centre, Airport West in Victoria (**Westfield Store**).

#### **Particulars**

The Westfield Store was classified by the Respondent as a 'C' store. The contract was in writing and was for a fixed term that commenced on 30 September 2019 and terminated on 12 January 2020. A copy is available for inspection at the offices of the solicitors for the Applicants.

10. On or about 30 September 2019, the Applicant commenced work in the Westfield Store as a part-time 'Store Manager C'.
11. By way of a contract dated on or about 1 January 2020 (**Ms Iob's 2020 Contract of Employment**), the Respondent employed Ms Iob as a full-time 'Store Manager C' in the Woodgrove Shopping Centre, Melton West in Victoria (**Woodgrove Store**).

#### **Particulars**

The Woodgrove Store was classified by the Respondent as a 'C' store. The contract is in writing. A copy is available for inspection at the offices of the solicitors for the Applicants.

12. On or about 1 January 2020, Ms Iob commenced working in the position of 'Store Manager C' in the Woodgrove Store.

13. By way of a contract dated 21 October 2020, the Respondent employed Ms Iob as a full-time 'Store Manager A' to work in the Northland Shopping Centre, Preston in Victoria (**Preston Store**).

### Particulars

The Preston Store was classified by the Respondent as an 'A' store. The contract was in writing and is available for inspection at the offices of the solicitors for the Applicants.

14. On 2 November 2020, Ms Iob commenced work in the Preston Store as a full-time 'Store Manager A'.
15. Ms Iob performed the duties of a 'Store Manager C' (in the Westfield Store and the Woodgrove Store) and a 'Store Manager A' (in the Preston Store) including the following:
- a. the tasks and duties outlined in paragraph 8 above;
  - b. maintaining appropriate records to ensure that there were no safety issues in store (for example broken mirrors or broken ladders);
  - c. ensuring staff and team members' confidence and ability to undertake customer bag checks;
  - d. training, coaching and mentoring staff and team members on how to achieve sales growth set by the Respondent;
  - e. monitoring the store's KPI targets on a daily, weekly and monthly basis;
  - f. completing stock audits weekly;
  - g. refilling stock from cupboards every day; and
  - h. logging all maintenance issues through the 'ZenDesk' or 'Service Desk' within 24 hours of those issues coming to the store's attention.
16. During her employment with the Respondent, during the Relevant Period, Ms Iob was rostered to work the hours in between the 'Rostered Start Time' and the 'Rostered End Time' on the dates specified in columns C and D of Table 1 of Schedule A.

- a. ~~In the period between 22 February 2018 to 29 September 2019, approximately 10 to 20 hours per week;~~
- b. ~~In the period between 30 September 2019 to 31 December 2019, approximately 30 hours per week; and~~
- c. ~~In the period between 1 January 2020 to until around June 2021, 38 hours per week.~~

### **Particulars**

~~Further particulars will be provided after discovery by the Respondent of Ms Iob's rosters which, despite requests by solicitors for Ms Iob, have not been provided.~~

- 17. In or around June 2021, Ms Iob resigned from her employment with the Respondent.

## **C.2 Ayesha Kelso**

- 18. By way of a contract dated 15 September 2022, the Respondent employed the Second Applicant (**Ms Kelso**) to work in the Lovisa Store (~~Canberra Store~~) in the Australian Capital Territory (**Canberra Store**) in the position of a full-time 'Assistant Store Manager'.

### **Particulars**

The contract was in writing. A copy is available for inspection at the offices of the solicitors for the Applicants.

- 19. On or about 25 6 September 2022, Ms Kelso commenced work in the Canberra Store as a full-time 'Assistant Store Manager'.
- 20. As an 'Assistant Store Manager', Ms Kelso performed the duties outlined in paragraph 15 for the Respondent, ~~in partnership~~ together, or in conjunction, with the Store Manager at the Canberra Store.
- 21. By way of a contract dated 30 December 2022, the Respondent employed Ms Kelso as a full-time 'Store Manager B' to work in the Belconnen Store, in the Australian Capital Territory (**Belconnen Store**).

### **Particulars**

The Belconnen Store was classified by the Respondent as a 'B' store. The contract was in writing. A copy is available for inspection at the offices of the solicitors for the Applicants.

22. On or about 9 January 2023, the Applicant commenced work in the Belconnen Store in the position of full-time 'Store Manager B'.
23. Ms Kelso performed the tasks and duties outlined in paragraph 15 above for the Respondent in her position as the Store Manager B at the Belconnen Store.
24. During her employment with the Respondent in the Canberra Store, Ms Kelso was rostered to work the hours in between the 'Rostered Start Time' and the 'Rostered End Time' on the dates specified in Table 2 of Schedule A from start of her employment with the Respondent until on or about 8 January 2023.  
~~38 hours per week from approximately 9.00am to 5.45pm Tuesday to Saturday.~~
25. During her employment with the Respondent in the Belconnen Store, Ms Kelso was rostered to work ~~38 hours per week from approximately:~~ the hours in between the 'Rostered Start Time' and the 'Rostered End Time' on the dates specified in columns C and D of Table 2 of Schedule A from 10 January 2023 until the end of her employment with the Respondent.
  - a. ~~9.00 am to 5.45 pm Tuesday to Thursday and on Saturday; and~~
  - b. ~~1:15pm to 10:00pm, or 9:00am to 4:00pm, on each alternate week on Fridays.~~
26. ~~In~~ On or around 11 May 2023, Ms Kelso resigned from her employment with the Respondent.

### **C.3 Finn Wesley (also known as Vivian Wesley)**

27. By way of a contract dated 23 August 2022, the Respondent employed the Third Applicant (**Ms Wesley**) to work in the Lovisa Store in Broadmeadows Victoria (**Broadmeadows Store**) ~~Craigieburn Shopping Centre, Craigieburn in Victoria (**Craigieburn Store**)~~ in the position of a part-time 'Team Member'.

### Particulars

The contract is in writing. A copy is available for inspection at the offices of the solicitors for the Applicants.

28. ~~On or about 29~~ In or about August 2022 Ms Wesley commenced work in the ~~Craigieburn~~ Broadmeadows Store as a part-time 'Team Member'.
29. Ms Wesley performed the tasks and duties outlined in paragraph 8 above for the Respondent as a 'Team Member' at the ~~Craigieburn~~ Broadmeadows Store.
30. During her employment with the Respondent, Ms Wesley was rostered to work the hours in between the 'Rostered Start Time' and the 'Rostered End Time' on the dates specified in columns C and D of Table 3 of Schedule A.
  - ~~a. a minimum of 6 hours per fortnight four to five days per week; and~~
  - ~~b. approximately 15 hours per week.~~

### Particulars

~~Further particulars will be provided after discovery by the Respondent of Ms Wesley's rosters.~~

31. ~~On or about 15~~ In or about July 2023, Ms Wesley resigned from her employment with the Respondent.

## D. 2014 AGREEMENT

### D.1 Coverage and Application

32. The Lovisa Enterprise Agreement 2014 (**2014 Agreement**):
  - a. came into operation on 4 August 2014; and
  - b. continued to operate until it was replaced by a new enterprise agreement, which came into operation on 18 October 2022.

### Particulars

- (i) The 2014 Agreement was approved by the Fair Work Commission on 28 July 2014 and came into effect on 4 August 2014 in accordance with s. 54 of the FWA.

- (ii) The 2014 Agreement continued to operate until the 2022 Agreement (defined below at paragraph 166) came into effect on 18 October 2022 in accordance with s. 54 and s. 58 of the FWA. The Applicants refer to paragraph 166 below.
33. The 2014 Agreement covered and applied to the Applicants and the Group Members who were employed by the Respondent in the Relevant Positions during the period between 23 January 2019 and 18 October 2022 (**2014 Agreement Period**) for the purpose of s. 52 and s. 53 of the FWA (**2014 Agreement Group Members**).

#### **Particulars**

- (i) Clause 1.1(a) of the 2014 Agreement states that it will have application to all retail store team members of the Respondent who are classified within the 2014 Agreement.
- (ii) Part 3 of the 2014 Agreement is titled 'Wages and Classification Structure'. Clause 3.6 sets out the wage structure for each of the positions listed in the 'Classification' column in a table. The Relevant Positions are listed in the 'Classification' column. They relevantly include, in relation to Ms Iob and Ms Wesley, a Team Member. Further, in relation to Ms Iob, they include a Store Manager C and Store Manager A. In relation to Ms Kelso, they included an Assistant Store Manager.

#### **D.2 2014 Agreement Roster Breaches**

34. During the 2014 Agreement Period, the Respondent was required to draw up a roster for each fortnightly pay cycle for the Applicants and the 2014 Agreement Group Members who worked in the Relevant Positions.

#### **Particulars**

- See clause 4.2(a) of the 2014 Agreement. This fortnightly roster was to be made available 4 days in advance of the fortnightly pay period that it applied to.
35. During the 2014 Agreement Period, the Respondent drew up rosters that set out the start and finish times of each shift applicable to the Applicants, and the 2014 Agreement Group Members, that covered a period of only one week at a time.

## Particulars

The rosters were drawn up by the Respondent and accessed by the Applicants and the 2014 Agreement Group Members through the store Whatsapp channel and posted on an IT platform called LOLA (LOLA).

36. By reason of paragraphs 34 and 35, the Respondent breached clause 4.2(a) of the 2014 Agreement in relation to each fortnightly period in which the Applicants and the 2014 Agreement Group Members were employed (**2014 Agreement Roster Breaches**).
37. By reason of the 2014 Agreement Roster Breaches, the Respondent contravened s. 50 of the FWA.

### D.3 Unpaid Induction Training Breaches

38. During the 2014 Agreement Period, Ms Kelso, Ms Wesley and the 2014 Agreement Group Members who commenced employment with the Respondent during the 2014 Agreement Period, were required by the Respondent to complete induction training ~~through LOLA~~ (**Induction Training**) prior to commencing work with the Respondent in accordance with their roster.
39. As a part of the Induction Training, Ms Kelso, Ms Wesley, and the 2014 Agreement Group Members who commenced employment with the Respondent in the 2014 Agreement Period, were required by the Respondent to complete LOLA training modules outside of the store (Induction LOLA Modules) prior to commencing separate and additional training conducted in-store (in-store training).

## Particulars

- (i) The Respondent required the Applicants and the Group Members to complete LOLA modules before attending in-store training (i.e. the Induction LOLA Modules), during in-store training, and on an additional ongoing basis as and when new modules were introduced (Ongoing LOLA Training).
- (ii) ~~The Respondent did not allocate any paid time for Ms Kelso or Ms Wesley to complete the Induction Training. Therefore, Ms Kelso, and Ms Wesley, and the relevant 2014 Group Members (ie the 2014 Agreement Group Members who commenced employment with the~~

Respondent in the 2014 Agreement Period) were required by the Respondent to complete the Induction LOLA Modules Training in their own time.

(iii) The New Starter Stylist Policy, offered a \$40 voucher for 'completing online paperwork and [LOLA] modules'. The New Starter Stylists Policy applied to all 'store team members' who commenced employment with the Respondent from 10 November 2014.

(iv) Ms Kelso was further informed that the Regional Managers are unable to roster employees unless they completed the Induction Training via a notice contained either in the Respondent's policies or on the bulletin board at the Lovisa Stores in which Ms Kelso worked. Further particulars will be provided following discovery by the Respondent.

40. The Respondent had a practice of not paying for the completion of the Induction LOLA Modules undertaken by 2014 Agreement Group Members.

### **Particulars**

(i) The Respondent did not pay an hourly rate for completing the Induction LOLA Modules prior to the commencement of the in-store training. Rather, the Respondent offered a \$40 voucher for 'completing online paperwork and [LOLA] modules' prior to commencing work with the Respondent as per the New Starter Stylist Policy. It can be inferred that this was the only form of monetary reward for completing the Induction LOLA Modules.

~~(ii) Ms Kelso was informed that the Regional Managers are unable to roster employees unless they completed the Induction Training. The Respondent did pay an hourly rate for the completing the Induction LOLA Modules prior to the commencement of the in-store training.~~

~~(iii) via a notice contained either in the Respondent's policies or on the bulletin board at the Lovisa Stores in which Ms Kelso worked. The Respondent recorded Ms Kelso and Ms Wesley as 'not having commenced work' on the days in which they completed Induction Training in their own time. This supports the inference that the Respondent had a practice of not paying for Induction Training undertaken by 2014 Agreement Group Members (including Ms Kelso and Ms Wesley) outside of the in-store training.~~

(iv) Further particulars will be provided following additional discovery by the Respondent as to standard correspondence sent to new employees which included matters related to training.

41. In or about August and September 2022, Ms Wesley:

- a. completed the Induction LOLA Modules Training online over a period of approximately 3 hours in her own time, prior to commencing Induction Training in-store; and
  - b. was not paid an hourly rate for doing the Induction Training LOLA Modules in her own time.
42. In or about September 2022, Ms Kelso:
- a. completed the Induction LOLA Modules Training online over a period of 3 to 4 hours in her own time, prior to commencing Induction Training in-store; and
  - b. was not paid an hourly rate for doing the Induction Training LOLA Modules in her own time.
43. During the 2014 Agreement Period, ~~some~~ by reason of paragraphs 38 to 40 (and the particulars thereunder), 2014 Agreement Group Members who commenced employment with the Respondent during the 2014 Agreement Period:
- a. were required to complete the Induction LOLA Modules Training over a period of approximately 3 to 5 hours in their own time, prior to commencing separate Induction Training in-store; and
  - b. were not paid an hourly rate for doing the Induction LOLA Modules Training in their own time.
44. By reason of clause 3.6 of the 2014 Agreement, Ms Wesley was entitled to have been paid \$18.91 per hour for completing the Induction LOLA Modules prior to commencing in-store training.

### Particulars

- (i) Clause 3.6 of the 2014 Agreement set out the ordinary rate of pay that will be applicable from the commencement of that Enterprise Agreement.
- (ii) Clause 4 of Ms Wesley's employment contract dated 23 August 2022 states that Ms Wesley's ordinary rate of pay will be paid as an hourly rate of \$18.91.

- (iii) On a proper construction of clause 3.6 of the 2014 Agreement, Induction Training constituted work for which Ms Wesley was entitled to be paid at least \$18.91 per hour.
45. By reason of clause 3.6 of the 2014 Agreement, Ms Kelso was entitled to have been paid \$25.04 per hour for completing the Induction LOLA Modules prior to commencing in-store training.

#### Particulars

- (i) Clause 3.6 of the 2014 Agreement set out the ordinary rate of pay that will be applicable from the commencement of that Enterprise Agreement.
  - (ii) Clause 4 of Ms Kelso's employment contract dated 15 September 2022 states that Ms Kelso's ordinary rate of pay will be paid as an hourly rate of \$25.04.
  - (iii) On a proper construction of clause 3.6 of the 2014 Agreement, Induction Training constituted work for which Ms Kelso was entitled to be paid at least \$25.04 per hour.
46. By reason of clause 3.6 of the 2014 Agreement, the 2014 Agreement Group Members who commenced employment with the Respondent in the 2014 Agreement Period were entitled to have been paid the rate specified in their contract as 'ordinary rate of pay' per hour for completing the Induction LOLA Training Modules prior to commencing in-store training.

#### Particulars

- (i) Clause 3.6 of the 2014 Agreement set out the ordinary rate of pay that will be applicable from the commencement of that Enterprise Agreement.
  - (ii) On a proper construction of clause 3.6 of the 2014 Agreement, completion of the Induction LOLA Modules Training constituted work for which the 2014 Agreement Group Members, who commenced employment with the Respondent in the 2014 Agreement Period, were entitled to have been paid at the hourly rate specified in their contract of employment.
47. In breach of clause 3.6 of the 2014 Agreement, the Respondent did not pay:
- a. Ms Kelso;
  - b. Ms Wesley; and

- c. the 2014 Agreement Group Members referred to in paragraph 44 ~~46~~, their ordinary rate of pay for the time taken to complete the Induction Training LOLA Modules prior to commencing the in-store training.
48. By reason of paragraphs 38 to 47 ~~38 to 45~~ above, the Respondent contravened s. 50 of the FWA.

#### **D.4 Overtime Breaches**

##### **D4.1 Pre-Shift Work**

49. ~~During the 2014 Agreement Period, for any rostered shifts that commenced at the same time as the relevant Lovisa Store opened for trade, the Respondent required the Applicants and the 2014 Agreement Group Members to attend each shift for between 15 to 30 minutes prior to the start time specified in the roster (2014 Agreement Pre-Shift Period).~~
50. During the 2014 Agreement Period, the Respondent required the Applicants, and 2014 Agreement Group Members rostered for a Lovisa Store's opening shift to have the store ready to trade prior to the store's scheduled opening time.

#### **Particulars**

- The Respondent required the Lovisa Stores "to be open and ready for trade" at the store's opening time. The requirement was specified in the Respondent's written Opening and Closing – Team Procedure (Opening and Closing Procedure). The Opening and Closing Procedure lists a number of tasks that are to be completed by the Applicants and the 2014 Agreement Group Members and makes the following note: "Please note in some countries, tills are counted after the store has opened for trade. Please check expectations with your Regional Manager". The note further states that the tasks listed are to be completed prior to the store opened for trade except counting tills. In case of the Applicants and the 2014 Agreement Group Members, the Respondent required that the till is to be counted when the store was closed for trade for "loss prevention" purposes.
51. During the 2014 Agreement Period, in order for the store to be ready to trade prior to its scheduled opening time, the Respondent required the Applicants and the 2014 Agreement Group Members to perform the following duties prior to the store's scheduled opening time:

- a. count the cash in the till (register) (Start of Day Cash Up Process);
- b. ensure the store was neat and tidy;
- c. set up the Respondent's point of sales (POS) system;
- d. complete the store diary including writing down the Lovisa Budget Targets (defined in the particulars under paragraph ix x below) in the store diary for the day to track the requirement to achieve the Lovisa Budget Targets; and
- e. set up 'planograms' (described in particulars under particular xii xiv below) as directed by the Respondent.

**(2014 Agreement Pre-Shift Work).**

**Particulars**

- ~~(i) The Respondent required the Lovisa Stores to be open and ready for trade at the start time specified in the roster.~~
- (ii) The Respondent required, amongst other matters, that 'time to shine' (morning cleaning) was undertaken before the store opened and that store layout and all promotions were up to date. The requirement was specified in the position descriptions of the Applicants and the 2014 Agreement Group Members. The requirement was communicated to Ms Job and Ms Kelso in a position description provided to them with their contracts of employment as managers. In respect of Ms Wesley, further particulars will be provided following discovery by the Respondent of Ms Wesley's position descriptions.
- ~~(iii) The amount of time that the Applicants or the Group Members attended prior to the rostered start time depended on the particular Applicant or Group Member and the Lovisa Store that they worked at in that particular time.~~
- (iv) Some of the tasks required to be undertaken were specified in the Respondent's Opening & Closing – Team Procedure including counting the till and completing 'start of day', filling out the daily planner and opening the doors ready for trade.
- (v) The Applicants and the 2014 Agreement Group Members were required to attend Induction Training by the Respondent in store over a few days, during which they were instructed on the opening and closing procedure, including the requirement to undertake the 2014

Agreement Pre-Shift Work. Further particulars as to the actual Induction Training provided as to the opening and closing procedure will be provided after additional discovery by the Respondent as to the content of this training, including the substance of the LOLA modules completed.

- (vi) The requirement to undertake the 2014 Agreement Pre-Shift Work was further communicated to Ms Wesley verbally during induction training by her Store Manager and Regional Manager, Ms Arrabella Al Rashoo (**Ms Al Rashoo**) Saracho (~~Ms Saracho~~).
- (vii) The requirement to undertake the ~~the tasks specified in paragraph 48 below~~ 2014 Agreement Pre-Shift Work was further communicated to Ms Iob and Ms Kelso verbally by their Regional Managers or State Managers. ~~When Ms Iob was a Team Member, the requirement to undertake the the tasks specified in paragraph 48 2014 Agreement Pre-Shift Work was communicated to Ms Iob by her Store Manager.~~ In the case of Ms Iob, the requirement was initially communicated to her by Ms Melissa Cairns (**Ms Cairns**) and Ms Krystal Rushton (**Ms Rushton**). In the case of Ms Kelso, the requirement was communicated to her by Ms Maggie Horton (**Ms Horton**).
- (viii) Ms Kelso was also required by Ms Horton, or State Manager, Ms Linda Samuel (**Ms Samuel**), via a verbal direction to take photos and videos of the store and provide updates on the store Whatsapp chat.
- (ix) Further, express reminders to undertake those tasks were posted on LOLA and the Induction LOLA Modules contained instructions on how to complete the 2014 Agreement Pre-Shift Work.
- (x) The requirement to achieve the Lovisa Budget Targets was specified in the job descriptions or position descriptions of the Applicants and the 2014 Agreement Group Members as follows:
  - (a). During the 2014 Agreement Period, the Respondent set a daily 'wage budget' and 'Key Performance Indicator Goals' (**Lovisa Budget Targets**) for each Lovisa Store.
  - (b). The 'wage budget' referred to the wage percentage allocated to each store by the Regional Manager. A wage percentage was allocated to each store to ensure wages were maintained within a certain percentage of sales.
  - (c). Key Performance Indicator Goals for Store Managers included achieving sales growth targets, add-on percentages (which refers to selling additional items for a discounted price), piercing ratios (which refers to a percentage of piercing undertaken),

expense control and reduction and ensuring the completion of Ongoing LOLA Training by team members.

- (xi) In the case of Ms Iob, some of her Regional Managers attended her stores 15 minutes early to ensure that Ms Iob arrived at least 15 minutes early to commence her shift. In this respect, the Respondent required Regional Managers to undertake “morning calls” to ensure that the stores were ready to trade.
- ~~(xii) Some Regional Managers attended certain stores 15 minutes early to ensure that Ms Iob and some 2014 Agreement Group Members arrived at least 15 minutes early to commence their shift. Ms Wesley’s Regional Manager (Ms Saracho) called Ms Wesley on each occasion to ensure that the tasks specified in paragraph 48 were being undertaken on time.~~
- (xiii) The 2014 Agreement Pre-Shift Work could not be completed while the store was open for trade, as the Applicants and 2014 Agreement Group Members were expected to be available to serve customers during this period. The Applicants and the 2014 Agreement Group Members were required to count the till when the store was closed to ensure safety and for “loss prevention” reasons. Accordingly, there was an implied requirement for the Applicants and the Group Members to undertake the 2014 Agreement Pre-Shift Work prior to the stores being opened for trade.
- (xiv) Setting up ‘planograms’ involved ensuring that stock was displayed exactly in accordance with the direction given by the Respondent. The Applicants further refer to particulars in paragraph 53**Error! Reference source not found.** below.

52. The Respondent rostered the Applicants, and 2014 Agreement Group Members, to commence the Lovisa Store’s opening shift at the same time as when the store opened for trade (2014 Agreement Rostered Start Time).

### **Particulars**

The Respondent ordinarily rostered the Applicants and the 2014 Agreement Group Members to commence the store’s opening shift at the same time as when the store opened for trade, except when the Respondent required the Applicants and the 2014 Agreement Group Members to undertake major changes to the floor plan or stock display. In those circumstances (ie where there were major changes to the floor plan or stock display), the Applicants and the 2014

Agreement Group Members were rostered to commence their shifts in advance of the store opening time.

53. The Applicants and the 2014 Agreement Group Members required at least 30 minutes to complete the 2014 Agreement Pre-Shift Work.

### **Particulars**

- (i) The Start of Day Cash Up Process involved filling out the details in the banking bag, checking details are correct and signing off, registering the till drawer on the POS system, counting all denominations of coins and notes and recording on the POS system, recounting to ensure accuracy and completing the daily cash up form and stapling all receipts to the daily cash up form. Completing The Start of Day Cash Up Process took approximately 5 minutes.
- (ii) 'Morning cleaning' required to be undertaken by the Applicants and the 2014 Agreement Group Members included wiping all mirrored surfaces, spraying and wiping all other surfaces, dusting all ring trays, cleaning all areas near the POS system including under all equipment. Completing the 'morning clean' required approximately 5 to 10 minutes.
- (iii) Setting up the POS system required following a procedure to unlock the system which took approximately 5 minutes.
- (iv) Completing the store diary required approximately 10 minutes and involved:
  - a. finding the sales targets for the day, the Last Year's target (which is the target from the same time the previous year, so that a comparison ~~can~~ ~~came~~ be made between the two periods) and referring to the Weekly Sales Tracker.
  - b. writing down the hourly targets located on the POS system.
  - c. calculating 'Add-On' targets (which refers to the targets required to be achieved by selling items as an 'add-on' to other products).
  - d. referring back to the roster and highlighting the shift times of all team members working that day and calculating each team member's 'Add-On' targets.
  - e. calculating the piercing targets (if it is a Lovisa Store that carries out piercing).
  - f. signing off that the 'time to shine' has been completed.

- g. reviewing notices on LOLA from Regional Managers and writing down 'morning call focuses' (morning calls to check the store is ready to open, and directions to be given about the day's focus) referred to in those notices.
  - h. completing the 'refill plan' for the day and allocating a team member for each range of products.
- (v) 'Actioning a Planogram' involved obtaining the relevant 'planogram pack' from the Honeywell device, removing prong talkers from the fixtures, checking reference codes of items against the planogram, highlighting the reference code for the item on the Honeywell device and repeating this process for each item, adding new prong talkers, identifying where the new product lines are to be displayed using the planogram, adding new product items, highlighting the product codes on the Honeywell device for each new item, and completing the details on the Honeywell device. The time taken to action a planogram varied depending on the changes required. Planograms for required to be actioned approximately once a week.

54. The rosters prepared by the Respondent did not allow the Applicants and the 2014 Agreement Group Members sufficient time to undertake the 2014 Agreement Pre-Shift Work.

#### Particulars

- (i) The Applicants refer to and repeat paragraph 52.
- (ii) By reason of paragraphs 52 and 53 and the particulars thereunder, the 2014 Agreement Pre-Shift Work could not be completed within the rostered hours of work.

55. By reason of paragraphs 49 to 54, the Applicants and the 2014 Agreement Group Members rostered for the store's opening shift were required to attend each of those shift 15 to 30 minutes prior to the start time specified in the roster to perform the 2014 Agreement Pre-Shift Work (**2014 Agreement Pre-Shift Period**).

56. The Applicants and the 2014 Agreement Group Members rostered for the store's opening shifts therefore attended each of those shifts 15 to 30 minutes prior to their 2014 Rostered Start Time to commence the 2014 Agreement Pre-Shift Work.

#### Particulars

Estimates of time that each of the Applicants attended their shifts prior to the rostered hours of work are in columns E of Schedule A. Further particulars will be provided following discovery by the Respondent of the store rosters and the trading hours of Lovisa Stores in which the Applicants worked.

~~During the 2014 Agreement Pre-Shift Period, the Respondent required the Applicants and the 2014 Group Members to perform the following duties:~~

- ~~a. count the cash in the till (register);~~
- ~~b. ensure the store was neat and tidy;~~
- ~~c. set up the Respondent's point of sales system; and~~
- ~~d. write down the Lovisa Budget Targets (defined in particulars below) in the store diary for the day.~~

~~(2014 Agreement Pre-Shift Work).~~

#### **Particulars**

- ~~(i) The Applicants refer to particulars in paragraph 47 above in relation to the requirement to perform the duties. Further, during the 2014 Agreement Period, the Respondent set a daily 'wage budget' and 'Key Performance Indicator Goals' (**Lovisa Budget Targets**) for each Lovisa Store.~~
- ~~(ii) The 'wage budget' refers to the wage percentage allocated to each store by the Regional Manager. A wage percentage was allocated to each store to ensure wages were maintained within a certain percentage of sales.~~
- ~~(iii) Key Performance Indicator Goals for Store Managers included achieving sales growth targets, add-on percentages (which refers to selling additional items for a discounted price), piercing ratios (which refers to a percentage of piercing undertaken), expense control and reduction and ensuring the completion of training available through LOLA by team members.~~
- ~~(iv) The requirement to achieve the Lovisa Budget Targets was specified in Ms Job and Ms Kelso's job descriptions as a Store Manager and Assistant Store Manager respectively.~~

## **D4.2 Post-Shift Work**

57. During the 2014 Agreement Period, the Respondent required the Applicants, and each 2014 Agreement Group Member rostered for a Lovisa Store's closing shift to continue the store trading until its scheduled closing time or until the last of the customers had been served (whichever was the later).

### **Particulars**

- (i) The Respondent's Opening and Closing – Team Procedure states that: 'Expectations are that stores close only AFTER the last customer leaves the store and NOT before closing time'.
- (ii) Further particulars may be provided following additional discovery by the Respondent about store trading hours in respect of the Applicants.
58. During the 2014 Agreement Period, the Respondent required the Applicants and the 2014 Agreement Group Members who were rostered for the closing shift of a Lovisa Store to perform the following duties:

- a. ensure that any customers remaining in the store were served;
- b. balance the till (register);
- c. complete the banking;
- d. complete the POS report and end of the day figures;
- e. ensure that the Lovisa Store was neat and tidy;
- f. fill out the daily planner;
- g. calculate and record if the Lovisa Budget Targets were met; and
- h. ensure that, as much as reasonably possible, the Lovisa Budget Targets are met.
- i. close and secure the Lovisa Store;

### **(2014 Agreement Post-Shift Work).**

### **Particulars**

- (i) The 2014 Agreement Post-Shift Work could not be completed until the Lovisa Store was closed for trade as the Applicants and the 2014

Agreement Group Members were required to be available to serve customers during trading hours. The Applicants and the Group Members were required by the Respondent to wait until the store was closed to count the till to ensure 'loss prevention' and safety.

- (ii) The requirements in (a), (b), (c), (g) and (i) are contained in the Respondent's Opening and Closing – Team Procedure.
- (iii) The requirements in (a) to (d), (f) to (g) and (i) were also contained in the LOLA modules required to be completed by the Applicants and the 2014 Agreement Group Members as a part of Induction Training.
- (iv) The requirement in (e) is contained in the position descriptions of the Applicants and the 2014 Agreement Group members. The job descriptions or position descriptions of the Applicants and the 2014 Agreement Group Members required them, amongst other matters, to undertake end of day merchandising, achieve Lovisa Budget Targets and ensure the store was clean.
- (v) The requirements in subparagraphs (a) to (f) were further communicated to the Applicants during Induction Training done in the stores and 'on the job' training by their managers. In the case of Ms Job, the requirement was communicated to her by Ms Cairns and Ms Rushton. In the case of Ms Wesley, the requirement was communicated to her by Ms Al Rashoo.
- (vi) Ms Kelso's Regional Manager, (Ms Horton) required Ms Kelso, as well as Store Managers and Assistant Store Managers who reported to her, to post photos and videos of the store into the store Whatsapp chat to monitor compliance with these tasks.
- (vii) As to subparagraph (h), the requirement was reflected in the following employment practices engaged in, or the following directions issued by, the Respondent:
  - a. If the Applicants or the 2014 Agreement Group Members did not meet the Lovisa Budget Targets, a Regional Manager employed by the Respondent would question the Store Manager why the targets were not met. The Regional Managers' eligibility for bonuses depended on the stores for which they were responsible for meeting Lovisa Budget Targets. As a result, the Regional Managers exerted pressure on Store Managers and Assistant Store Managers to meet Lovisa Budget Targets. Further, Store Manager and Assistant Store Manager position descriptions required Store Managers and Assistant Store Managers to meet key performance indicators and challenge team members to achieve key performance indicators.

- b. The Applicants and the 2014 Agreement Group Members were required to read the Lovisa Budget Targets for the day at the start of each day and record this in the store diary. The requirement to track sales hourly in the store diary was communicated to the 2014 Agreement Group Members through their position descriptions setting out responsibilities.
- c. At the end of the day, the Applicants and the 2014 Agreement Group Members were required to calculate if the Lovisa Budget Targets had been met and record the outcome in the store diary and the store computer system.
- d. The Respondent awarded prizes to Lovisa Stores achieving the most Lovisa Budget Targets.

These practices created an expectation, culture and/or pressure for the Applicants and the 2014 Agreement Group Members to keep the store open after its scheduled closing time (and after the rostered end time) to continue making sales to meet and/or exceed Lovisa Budget Targets if customers were around the store when the store was due to be closed.

59. The Respondent rostered the Applicants, and the 2014 Agreement Group Members, to complete the store's closing shift no more than 15 minutes after the Lovisa Store was due to close for trade (**2014 Agreement Rostered Finish Time**).

#### **Particulars**

- (i) The Respondent's Employee Manual states that the employees will be rostered 15 minutes after the store is closed.
- (ii) The Applicants' rostered hours are set out in columns C and D of Schedule A. Further particulars will be provided following additional discovery by the Respondent as to the store opening hours and store rosters.

60. The Applicants and the 2014 Agreement Group Members required at least 30 to 60 minutes to complete the 2014 Agreement Post-Shift Work after the Lovisa Store closed for trade.

#### **Particulars**

- (i) The Applicants refer to the particulars in paragraph 58(i) above. Accordingly, there was an implicit requirement for the Applicants and

the 2014 Agreement Group Members to undertake the 2014 Agreement Post-Shift Work after the Lovisa Store closed for trade.

- (ii) The 2014 Agreement Post-Shift Work as specified in paragraph 58(b) to (d) above involved filling out the banking bag, cheque book and banking register at the back of the diary, counting all denominations of coins and notes and recording on the POS system, recounting the till to ensure accuracy, removing the amounts that are required for banking until the specified 'float amount' is available in the till and updating the POS system in the process, completing the POS report, filling and sealing the banking bag and completing the forms on the outside of it, filling the store diary, writing a breakdown of the content in the banking bag and the contents remaining in the till in the daily cash up form and stapling the completed daily cash up form together with the receipts. Balancing the till took approximately 10 to 15 minutes to complete depending on whether there were any discrepancies. Completing the banking required approximately 5 to 10 minutes.
- (iii) The 2014 Agreement Post-Shift Work as specified in paragraph 58(e) were often commenced during the last few minutes of the trading hours and included ensuring each fixture was appropriately placed and straightening all the products and ensuring the store was neat and tidy. If sweeping and mopping the floor was undertaken, it was required to be done after the store was closed so as not to disrupt customers and would take approximately 10 to 15 minutes.
- (iv) The 2014 Agreement Post-Shift Work as specified in paragraph 58(f) to (h) above involved completing the end of day figures in a table that tracked the monthly growth target and the weekly growth target and recording figures against the key performance indicators (which included calculating and recording the average transaction value for the day, average items per sale for the day, 'Add On' percentages and piercing percentages) and 'operational measures' (which included the rostered hours of work undertaken by team members, percentage of customers tracked against the percentage of customers from the previous year, recording any cash up variance following POS procedure and a recording the number of boxes of replenishment remaining). Completing the end of the day figures required approximately 10 to 15 minutes.
- (v) The 2014 Agreement Post-Shift Work as specified in paragraph 58(i) involved ensuring that all keys including (store keys, prong lock keys, and any other store related key) are secured in the safe, setting the alarm, and ensuring the store is secured. These tasks took approximately 2 to 5 minutes.

61. The rosters prepared by the Respondent did not allow the Applicants and the 2014 Agreement Group Members sufficient time to undertake the 2014 Agreement Post-Shift Work.

**Particulars**

- (i) The Applicants repeat paragraph 59.
  - (ii) By reason of paragraphs 58 and 60 and particulars to those paragraphs above, the 2014 Agreement Post-Shift Work could not be completed within the rostered hours of work within 15 minutes of the Lovisa Store closing for trade.
62. By reason of paragraphs 57 to 61, the Applicants and the 2014 Agreement Group Members who were rostered for a Lovisa Store's closing shift were required to remain at the store for 15 to 60 minutes after the 2014 Agreement Rostered Finish Time to perform the 2014 Agreement Post-Shift Work.
63. The Applicants and the 2014 Agreement Group Members rostered for a Lovisa Store's closing shift therefore remained at the Lovisa Store 15 to 60 minutes after the 2014 Agreement Rostered Finish Time to perform the 2014 Agreement Post-Shift Work.

**Particulars**

- Estimates of the time that each of the Applicants remained in their shifts after the rostered hours of work are in column F of Schedule A. Further particulars will be provided following discovery by the Respondent of store rosters and trading hours of the Lovisa Stores in which the Applicants worked.
64. ~~During the 2014 Agreement Period, for any rostered shift that ended at the same time as, or after, the relevant Lovisa Store closed for trade, the Respondent required the Applicants and the 2014 Agreement Group Members to remain in each Lovisa Store for between 15 to 60 minutes after the finish time that was specified in the roster (**2014 Agreement Post-Shift Period**).~~

**Particulars**

- ~~(i) The Respondent required the Applicants and the 2014 Agreement Group Members to complete the tasks outlined in paragraph 50 below;~~

~~which required the Applicants and the 2014 Agreement Group Members to remain in store for 15 to 60 minutes.~~

~~(ii) In circumstances where the rostered shift ended after the relevant store closed for trade, the completion of the tasks outlined in paragraph 50 below still required those relevant 2014 Agreement Group Members to remain in store after the rostered finish time.~~

~~(iii) As to the way in which the requirement was communicated, see the particulars under paragraph 50 below.~~

~~(iv) The amount of time that the Applicants or the Group Members stayed back after the rostered finish time depended on the particular Applicant or Group Member and the Lovisa Store that they worked at in that particular time.~~

65. ~~During the 2014 Agreement Post-Shift Period, the Respondent required the Applicants and the 2014 Agreement Group Members to perform some or all of the following duties:~~

~~(a). ensure that any customers remaining in the store were served;~~

~~(b). balance the till (register);~~

~~(c). place the banking bag in the safe;~~

~~(d). complete the point of sale report;~~

~~(e). sweep and mop the floors and otherwise ensure that the Lovisa Store was neat and tidy;~~

~~(f). calculate and record if the Lovisa Budget Targets were met; and~~

~~(g). keep the store open to make more sales to achieve the Lovisa Budget Targets.~~

~~**(2014 Agreement Post-Shift Work).**~~

### **Particulars**

~~(i) The requirements in subparagraphs (a) to (f) were communicated to Ms Job and Ms Wesley during induction training and 'on the job' training by their managers. In case of Ms Job, the requirement was~~

~~communicated to her by Ms Cairns and Ms Rushton. In case of Ms Wesley, the requirement was communicated to her by Ms Saracho.~~

- ~~(ii) Ms Job and Ms Kelso's job descriptions as a Store Manager and an Assistant Store Manager respectively also required them, amongst other matters, to undertake end of day merchandising, achieve Lovisa Budget Targets and ensure the store was clean. Some Regional Managers (including Ms Kelso's Regional Manager, (Ms Horton)) required Store Managers to post photos and videos of the store into the store Whatsapp chat to monitor compliance with these tasks.~~
- ~~(iii) As to subparagraph (g), further to the particulars under paragraph 48 during the 2014 Agreement Period, the Respondent required the Applicants and the 2014 Agreement Group Members to meet the Lovisa Budget Targets. This requirement was reflected in the following employment practices engaged in, or the following directions issued by, the Respondent:~~
- ~~(iv) If the Applicants or the 2014 Agreement Group Members did not meet the Lovisa Budget Targets, a Regional Manager employed by the Respondent would question the Store Manager why the targets were not met. The Regional Managers' eligibility for bonuses depended on the stores for which they were responsible for meeting Lovisa Budget Targets. As a result, the Regional Managers exerted pressure on Store Managers to meet Lovisa Budget Targets. Further, Store Manager position descriptions required Store Managers to meet key performance indicators and challenge team members to achieve key performance indicators.~~
- ~~(v) The Applicants and the 2014 Agreement Group Members were required to read the Lovisa Budget Targets for the day at the start of each day and record this in the store diary. The requirement to track sales hourly in the store diary was communicated to some Store Managers through a job description attached to their contract of employment. Ms Job and Ms Kelso's job descriptions as a Store Manager and an Assistant Store Manager respectively specified such~~

~~requirements. In respect of Ms Wesley, further particulars will be provided after discovery.~~

- ~~(vi) At the end of the day, the Applicants and the 2014 Agreement Group Members were required to calculate if the Lovisa Budget Targets had been met and record the outcome in the store diary and the store computer system. Some Regional Managers required Store Managers to post a photo of the completed store diary in the store Whatsapp chat.~~
- ~~(vii) The Respondent awarded prizes to Lovisa Stores achieving the most Lovisa Budget Targets.~~
- ~~(viii) These practices created an expectation, culture and/or pressure for the Applicants and the 2014 Agreement Group Members to keep the store open after its scheduled closing time (and after the rostered end time) to continue making sales to meet and/or exceed Lovisa Budget Targets.~~

#### ***D4.3 Additional Managerial Work on Rostered Days Off***

66. During the 2014 Agreement Period, the Respondent required
- a. Ms Iob (only while in her Store Manager roles);
  - b. Ms Kelso; and
  - c. the 2014 Agreement Group Members who were performing the role of a Store Manager or an Assistant Store Manager (**2014 Agreement Managers**),
- ~~to perform duties for an average of one to be available to assist team members to two hours per week on days, or during times, in which they were not rostered to work (**2014 Agreement Additional Managerial Work**).~~

#### **Particulars**

- ~~(i) The performance of the 2014 Agreement Additional Managerial Work was required in order to undertake the duties set out in paragraph 52, which were expected or required by the Respondent to be performed.~~

- (ii) ~~Team management expectations were~~ The requirement was communicated to some Store Managers and Assistant Store Managers in a job description attached to their contracts of employment with the Respondent. This created an expectation for 2014 Agreement Managers to be available to answer calls and text messages from team members on their rostered days off.
- (iii) The 2014 Agreement Managers attended in-store Induction Training where they received training on ensuring that the team met expectations on the Store Manager or the Assistant Store Manager's days off. This created an expectation to be available to assist team members on their days off.
- (iv) In accordance with the Respondent's Security Manual, only authorised employees could hold a key to the Lovisa Store. The 2014 Agreement Managers were authorised employees and therefore, were expected to be available to facilitate access to the relevant Lovisa Store if required.
- (v) Job descriptions or position descriptions of Store Managers and Assistant Store Managers (including that of Ms Iob and Ms Kelso) required them to coach and support team members, which created an expectation, in the context of the matters described at particulars (ii)-(iv) above, for the Store Managers and Assistant Store Managers to be available to assist team members on their rostered days off.

67. The 2014 Agreement Additional Managerial Work that the Respondent required the performed by Ms Iob, Ms Kelso and the 2014 Agreement Managers (including Ms Iob and Ms Kelso) to perform included the following duties:

- a. answering phone calls from team members rostered ~~on~~ in the particular 2014 Agreement Manager's designated Lovisa Stores requiring assistance;
- b. resolving conflicts between team members;
- c. attending 'call outs' if a team member did not have access to the particular 2014 Agreement Manager's designated ~~relevant~~ Lovisa Store;
- d. arranging staff members to cover shifts when some staff members were unable to attend their shifts; and

e. reporting any changes in shifts resulting from staff unavailability to the Respondent's relevant Regional Manager.

68. During the 2014 Agreement Period, Ms Iob (while in her Store Manager role), Ms Kelso and 2014 Agreement Managers performed the duties referred to in paragraph 67 above on their rostered days off over a period of 1 to 2 hours per week.

#### ***D4.4 Training Outside of Rostered Hours***

69. During the 2014 Agreement Period, the Respondent required the Applicants and the 2014 Agreement Group Members to complete Ongoing LOLA Training ~~undertake training from time to time~~ outside of their rostered hours of work (**2014 Agreement Training Outside of Rostered Hours**).

#### **Particulars**

- (i) The Applicants and the 2014 Agreement Group Members were required to undertake ~~training from time to time through~~ Ongoing LOLA (~~LOLA Training~~) Training when additional training became available.
- (ii) The 2014 Agreement Group Members were provided with job descriptions in writing which required completing the Ongoing LOLA Training as it arose.
- (iii) Store Managers and Assistant Store Managers were provided with job descriptions in writing that required them to achieve a target percentage of Ongoing LOLA Training that was to be completed by team members in their store (those team members also being 2014 Agreement Group Members.
- (iv) The requirements in (i) and (ii) above were to undertake Ongoing LOLA Training was further communicated to the Applicants and some 2014 Agreement Group Members orally by their managers. In the case of Ms Iob, the requirement was communicated to her by Ms Celeste Durso. In the case of Ms Kelso, the requirement was communicated by Ms Horton. In the case of Ms Wesley, the requirement was communicated to her by Ms ~~Sarache~~ Al Rashoo.
- (v) ~~Some 2014 Agreement Group Members were provided with job descriptions in writing which required completing LOLA Training.~~

- (vi) ~~Some Store Managers and Assistant Store Managers were provided with job descriptions in writing that required them to achieve a target percentage of LOLA Training completed by team members.~~
- (vii) Ms Iob's Store Manager position descriptions relevantly required her to ensure that the team members in her store have completed Ongoing LOLA Training and were up to date with company communication. Ms Kelso's Assistant Store Manager job description or position description relevantly required her to ensure all team members in her store had completed their Ongoing LOLA Training and maintained a 90%+ LOLA completion rate. Ms Wesley's job description or position description relevantly required her to have completed 90% of the Ongoing LOLA Training.
70. The Respondent did not allocate any paid time within the rosters of the Applicants and the 2014 Agreement Group Members to complete the Ongoing LOLA Training.
71. By reason of paragraphs 69 and 70, Ongoing LOLA Training was required to be undertaken outside of the Applicants and the 2014 Agreement Group Members' rostered hours of work.

### **Particulars**

- (i) Between the 2014 Agreement Rostered Start Time and 2014 Agreement Rostered Finish Time, the Applicants and the 2014 Agreement Group Members were required to be available to serve customers, monitor sales performance, undertake tasks related to merchandising and product management as described in their position descriptions. There was no specific time allocated in that period to undertake Ongoing LOLA Training, nor was there time to undertake Ongoing LOLA Training even without a designated time during the period the store was open.
- (ii) The Respondent monitored the Applicants' and the 2014 Agreement Group Members' completion of LOLA training and followed up with Store Managers and/or Assistant Store Managers regarding the completion of LOLA Training.
- (iii) By reason of (i) and (ii) above, the Applicants and the 2014 Agreement Group Members were effectively required to complete the LOLA Training outside of the rostered hours.
72. Ms Iob, Ms Kelso, Ms Wesley and 2014 Agreement Group Members completed the LOLA Training outside of their rostered hours.

### Particulars

Further particulars in respect of the Applicants will be provided on request subject to further discovery by the Respondent of the LOLA Training Modules completed.

#### **D4.5 Unpaid Meal Breaks**

73. ~~During the 2014 Agreement Period, the Applicants and some 2014 Agreement Group Members worked shifts that were more than 5 hours up to 9 hours, or more than 9 hours, in a shift.~~

### Particulars

- ~~(i) Further particulars will be provided after the discovery by the Respondent of Ms Job's rosters which, despite requests by solicitors for Ms Job, have not been provided by the Respondent.~~
- ~~(ii) Ms Kelso worked the shifts as specified in paragraph 25 above. Further particulars will be provided after the discovery by the Respondent of Ms Kelso's rosters.~~
- ~~(iii) Ms Wesley worked the hours as specified in paragraph 30 above. Further particulars will be provided after the discovery by the Respondent of Ms Wesley's rosters.~~

74. By reason of clause 4.7(a) of the 2014 Agreement, the Applicants and the 2014 Agreement Group Members who worked:
- a. more than 5 hours up to 9 hours in a shift during the 2014 Agreement Period, were entitled to a 40-minute unpaid meal break.
  - b. more than 9 hours in a shift during the 2014 Agreement Period, were entitled to two 40-minute unpaid meal breaks.

75. During the 2014 Agreement Period, the Applicants and the 2014 Agreement Group Members (who were entitled to meal breaks for that shift) were required to, and did in fact work during some or all of their unpaid meal breaks.

~~who worked:~~

~~(a) more than 5 hours up to 9 hours, in a shift did not receive a full 40-minute unpaid meal break and were required to work during this period; and/or~~

~~(b) more than 9 hours in a shift did not receive two 40-minute unpaid meal breaks and were required to work during these periods.~~

### Particulars

~~The Applicants refer to the particulars in paragraph 76 below.~~

- (i) The Respondent's Security Manual required the Lovisa Stores to be attended during all trade hours. Ms Iob, Ms Kelso, Ms Wesley and the 2014 Agreement Group Members were rostered on their own on some occasions and therefore were not able to leave the Lovisa Store such that there was no one available to attend to customers so as to be able to take their unpaid meal break. Further particulars will be provided after additional discovery by the Respondent of the store rosters of the Applicants.
- (ii) When the Applicants and the 2014 Agreement Group Members were not rostered alone, they were also required to be 'on call' to assist customers during their unpaid meal breaks. The extent to which the Applicants and the 2014 Agreement Group Members were called to assist during their unpaid meal breaks while 'on call' differed as follows:

  - a. In the period between late November and early January in the year after (i.e. the Christmas Periods), Ms Iob was frequently required to work during her unpaid meal break to serve customers.
  - b. Throughout the 2014 Agreement Period, Ms Kelso was frequently required to assist customers for approximately 10 to 20 minutes during her unpaid meal break.
  - c. Ms Wesley frequently had interrupted unpaid meal breaks as she was asked to provide assistance to other staff while on her break.
- (iii) The requirement to be available during unpaid meal breaks was further communicated in the job descriptions and position descriptions of the Applicants and the 2014 Agreement Group Members. These documents required them to ensure 'exceptional customer experience' and therefore be available to assist as and when needed. This created an expectation for the Applicants and the 2014

Agreement Group Members to be available to assist customers during their unpaid meal breaks, as there were frequently inadequate staffing resources in the store to meet customer demand.

(iv) The Applicants also refer to particulars under paragraphs 51 and 58 above regarding the requirement to meet Lovisa Budget Targets.

76. In the alternative, during ~~During~~ the 2014 Agreement Period, the Applicants and 2014 Agreement Group Members (who were entitled to meal breaks for that shift) were required to be 'on call' and therefore worked without receiving those meal breaks

("work" as referred to in paragraphs 75 and 76 are collectively defined as 2014 Agreement Work During Meal Breaks).

### Particulars

The Applicants repeat particulars (i) and (ii) under paragraph 75 above and further say that by reason of being required to work and/or be 'on call', the Applicants and the 2014 Agreement Group Members did not receive unpaid meal breaks.

~~(i) The Respondent's Security Manual required the Lovisa Stores to be attended during all trade hours. Ms Iob, Ms Kelso, Ms Wesley and the 2014 Agreement Group Members were rostered on their own on some occasions and therefore was not able to leave the Lovisa Store unattended to take their unpaid meal break. Further particulars will be provided after additional discovery by the Respondent of the store rosters of the Applicants.~~

~~(ii) When the Applicants and the 2014 Agreement Group Members were not rostered alone, they were also required to be 'on call' to assist customers during their unpaid meal breaks. The extent to which the Applicants and the 2014 Agreement Group Members were called to assist during their unpaid meal breaks while 'on call' differed as follows:~~

~~a. Ms Iob did not receive a 40-minute unpaid meal break. In the period between late November and early January in the year after (i.e. the Christmas Periods), Ms Iob was required to work during her unpaid meal break during her period of employment with the Respondent as she was required to be available to serve customers during her break.~~

~~b. Throughout the 2014 Agreement Period, Ms Kelso was required to assist customers for approximately 10 to 20 minutes during~~

~~her unpaid meal break, received an unpaid meal break that was approximately 20-30 minutes long. Ms Kelso was required throughout her employment to be 'on-call' to serve customers during her 20-30 minute unpaid meal break.~~

~~e. Ms Wesley consistently had interrupted unpaid meal breaks as she was asked to provide assistance to other staff while on her break. Ms Wesley was asked and expected to be available to assist customers as and when needed.~~

(iii) ~~The requirement not to take to be available during unpaid meal breaks was further communicated in Ms Job and Ms Kelso's the job descriptions and position descriptions of the Applicants and the 2014 Agreement Group Members as managers which required them to ensure 'exceptional customer experience' and therefore be available to assist as and when needed. This created an expectation for Ms Job and Ms Kelso the Applicants and the 2014 Agreement Group Members to be available to assist customers during their meal breaks, as there were frequently was inadequate staffing resources in the store to meet customer demand.~~

(iv) ~~The Applicants also refer to particulars contained in paragraphs 51 and 58 48 and 50 above regarding the requirement to meet Lovisa Budget Targets.~~

~~(v) Further particulars may be provided following discovery.~~

77. During the 2014 Agreement Period, the Respondent deducted time in respect of unpaid meal breaks from the Applicants' and the 2014 Agreement Group Members' rostered hours of work (if they were entitled to a meal break for that shift), regardless of whether any time was in fact taken for an unpaid meal break.

### **Particulars**

(i) The rostered hours worked by the Applicants are in columns C and D of Schedule A. The Applicants were paid an amount in respect of rostered hours less any time allocated towards an unpaid meal break, regardless of whether the unpaid meal break was taken.

(ii) Estimates of the hours worked by the Applicants or where they were required to be available during unpaid meal breaks are in columns G of Schedule A.

- (iii) Further particulars will be provided after additional discovery by the Respondent, including discovery of the relevant Lovisa Store rosters, which would indicate when the Applicants were rostered alone.

#### **D4.6 Paid Rest Breaks**

78. ~~During the 2014 Agreement Period, the Applicants and some 2014 Agreement Group Members worked shifts that were more than 4 hours up to 9 hours, or more than 9 hours, in a shift.~~

##### **Particulars**

- ~~(i) Further particulars will be provided after the discovery by the Respondent of Ms Iob's rosters which, despite requests by solicitors for Ms Iob, have not been provided by the Respondent.~~
- ~~(ii) Ms Kelso worked the shifts as specified in paragraph 25 above. Further particulars will be provided after the discovery by the Respondent of Ms Kelso's rosters.~~
- ~~(iii) Ms Wesley worked the hours as specified in paragraph 30 above. Further particulars will be provided after the discovery by the Respondent of Ms Wesley's rosters.~~
79. By reason of clause 4.7(a) of the 2014 Agreement, the Applicants and the 2014 Agreement Group Members who worked:
- a. more than 4 hours but less than 7 hours in a shift during the 2014 Agreement Period, were entitled to a 10-minute paid break; or
  - b. more than 7 hours up to 9 hours in a shift, or more than 9 hours in a shift during the 2014 Agreement Period, were entitled to two 10-minute paid breaks.

80. During the 2014 Agreement Period, the Applicants and ~~some~~ 2014 Agreement Group Members (who were entitled to paid rest breaks for that shift) were required to, and did in fact work during some or all of their paid rest breaks.

##### **Particulars**

- (i) The Respondent's Security Manual required the Lovisa Stores to be attended during all trade hours. Ms Iob, Ms Kelso, Ms Wesley and the 2014 Agreement Group Members were rostered on their own on some

occasions and therefore were not able to leave the Lovisa Store such that there was no one available to attend to customers so as to be able to take their paid rest breaks. Further particulars will be provided after additional discovery by the Respondent of the store rosters of the Applicants.

- (ii) When the Applicants and the 2014 Agreement Group Members were not rostered alone, they were also required to be 'on call' to assist customers during their paid rest breaks. The extent to which the Applicants and the 2014 Agreement Group Members were called to assist during their paid rest breaks while 'on call' differed as follows:

  - (a) During morning shifts, Ms Iob was required to keep the store open at all times. If Ms Iob was not rostered alone for morning shifts, she was often required to assist other team members or required to be available to serve customers during her rest breaks.
  - (b) Ms Kelso rarely received paid rest breaks as she was required to be available to serve customers during her rest breaks.
  - (c) Ms Wesley did not receive her paid rest breaks. If Ms Wesley was not rostered on her own, she was rostered with junior staff members who required support and assistance.
- (iii) The requirement to be available during paid rest breaks was further communicated in the job descriptions and position descriptions of the Applicants and the 2014 Agreement Group Members. These documents required them to ensure 'exceptional customer experience' and therefore be available to assist as and when needed. This created an expectation for the Applicants and the 2014 Agreement Group Members to be available to assist customers during their paid rest breaks, as there were frequently inadequate staffing resources in the store to meet customer demand.
- (iv) The Applicants also refer to particulars under paragraphs 51 and 58 above regarding the requirement to meet Lovisa Budget Targets.

### **Particulars**

The Applicants refer to the particulars in paragraph 81 below.

~~who worked:~~

- ~~(a) more than 4 hours but less than 7 hours in a shift did not always receive their entitlement to a 10-minute paid rest break, and were required to work during that time; and/or~~

~~(b). more than 7 hours up to 9 hours in a shift, or more than 9 hours in a shift did not always receive two 10-minute paid rest breaks and were required to work in that time.~~

81. In the alternative, during ~~During~~ the 2014 Agreement Period, the Applicants and 2014 Agreement Group Members (who were entitled to rest breaks for that shift) were required to be 'on-call' during their rest breaks and worked without receiving their entitlement to rest breaks ("work" as referred to in paragraphs 80 and 81 are collectively defined as **2014 Agreement Work During Meal Rest Breaks**).

### Particulars

The Applicants repeat particulars (i) and (ii) of paragraph 80 above and further say that by reason of being required to work and/or be 'on call', the Applicants and the 2014 Agreement Group Members did not receive paid rest breaks.

~~(i) The Respondent's Security Manual required the Lovisa Stores to be attended during all trade hours. Ms Iob, Ms Kelso, Ms Wesley and 2014 Agreement Group Members were rostered on their own on some occasions and therefore was not able to leave the Lovisa Store unattended to take their paid rest breaks. Further particulars will be provided after additional discovery by the Respondent of the store rosters of the Applicants.~~

~~(ii) When the Applicants and the 2014 Agreement Group Members were not rostered alone, they were also required to be 'on call' to assist customers during their paid rest breaks. The extent to which the Applicants and the 2014 Agreement Group Members were called to assist during their unpaid rest breaks differed as follows:~~

~~a. Ms Iob did not receive some of her paid rest breaks as she was required to be available to serve customers during her rest breaks. In particular, d During morning shifts, Ms Iob was required to keep the store open at all times. As there were no other team members present, if Ms Iob was not rostered alone for morning shifts, she was often required to assist other team members or required to be available to serve customers during her rest breaks.~~

~~b. Ms Kelso rarely received paid rest breaks as she was required to be available to serve customers during her rest breaks.~~

~~c. Ms Wesley did not receive some of her paid rest breaks. If Ms Wesley was not as she was often rostered on her own, she was rostered with junior staff members who required support and assistance. Ms Wesley was required to keep the store open. As there were no other team members present, Ms Wesley was required to be available to serve customers during her rest breaks.~~

~~d. The requirement was further communicated in Ms Job and Ms Kelso's j Job descriptions or position descriptions of the Applicants and the 2014 Agreement Group Members as managers which required them to ensure 'exceptional customer experience' and therefore be available to assist as and when needed. This created an expectation for those employees for Ms Job and Ms Kelso to be available to assist customers during their paid rest breaks as there was frequently inadequate staffing resources.~~

~~(iii) The Applicants also refer to particulars contained in paragraphs 51 and 58 48 and 50 regarding the requirement to meet Lovisa Budget Targets.~~

~~(iv) Further particulars may be provided following discovery of the store rosters.~~

82. During the 2014 Agreement Period, the Respondent paid the Applicants and the 2014 Agreement Group Members (who were entitled to paid rest breaks) their ordinary hourly rate of pay, regardless of whether a rest break was taken by them.

### **Particulars**

The rostered hours worked by the Applicants are in columns C and D of Schedule A. Estimates of the hours worked by the Applicants during paid rest breaks are in column H of Schedule A. Further particulars will be provided after additional discovery by the Respondent, including discovery of the relevant Lovisa Store rosters, which would indicate when the Applicants were rostered alone.

## **D.5 Failure to Pay Overtime**

### **D.5.1 2014 Agreement Part-Time Pre-Shift Work**

83. Ms Job (during her employment as a part-time Team Member and part-time Store Manager), Ms Wesley (during the period in which her part-time

employment was covered by the 2014 Agreement), and the 2014 Agreement Group Members who were employed part-time by the Respondent (Part-Time 2014 Agreement-Period Group Members), worked:

- a. outside of their rostered hours for the purposes of clause 4.2(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time; and/or
- b. outside of the agreed hours per fortnightly roster cycle for the purposes of clause 4.3(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time; and
- c. by reason of sub-paragraphs (a) and/or (b) above, outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

#### Particulars

- (i) In relation to subparagraph (a) above, the 2014 Agreement Pre-Shift Work performed before their 2014 Agreement Rostered Start Time was outside of Ms Iob, ~~and Ms Wesley,~~ and the Part-Time 2014 Agreement Group Members' rostered hours because it constituted work performed prior to their rostered start time.
  - (i) In relation to subparagraph (b), the 2014 Agreement Pre-Shift Work performed before their 2014 Agreement Rostered Start Time was outside of Ms Iob, ~~and Ms Wesley,~~ and the Part-Time 2014 Agreement Group Members' rostered hours because it was in excess of their agreed ordinary hours per fortnightly roster cycle. The agreed ordinary hours were the hours of work specified in the roster prepared by the Respondent.
  - (ii) In relation to subparagraph (c), clauses 4.2(a) and 4.3(a) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.
  - (iii) Further particulars ~~will be provided~~ in respect of Ms Iob and Ms Wesley are in columns C, D and E of Schedule A. ~~after discovery of their rosters. In the case of Ms Iob, despite request, the Respondent has not provided the rosters.~~
84. For the purposes of clause 4.6(c) of the 2014 Agreement, the performance of 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered

Start Time was approved by the relevant line managers prior to Ms Iob, Ms Wesley and the Part-Time 2014 Agreement Period Group Members performing that work.

### Particulars

- (i) Ms Iob's line managers Ms Cairns, Ms Rushton or Ms Briony Saunders (**Ms Saunders**) approved the 2014 Agreement Pre-Shift Work before her 2014 Agreement Rostered Start Time by reason of the matters referred to in paragraphs 50 to 55 ~~47 and 48~~ above.
  - (ii) Ms Wesley's Regional Manager, Ms ~~Saracho~~ Al Rashoo, (or other line managers responsible for Ms Wesley from time to time) approved the 2014 Agreement Pre-Shift Work before her 2014 Agreement Rostered Start Time by reason of the matters referred to in paragraphs 50 to 55 ~~47 and 48~~ above.
  - (iii) The Part-Time 2014 Agreement Period Group Members' line managers approved the performance of the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time by reason of the matters referred to in paragraphs 50 to 55 above.
85. By reason of paragraphs 83 and 84 ~~60 and 61~~ above, Ms Iob (as a part-time employee), Ms Wesley and the Part-Time 2014 Agreement Period Group Members who performed the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time were entitled to overtime in relation to the performance of the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time in accordance with clause 4.6(d) of the 2014 Agreement.
86. In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Iob (while in part-time roles), Ms Wesley, or the Part-Time 2014 Agreement Period Group Members who performed the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time, overtime in respect of their performance of the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time, in each fortnight in which those employees worked.
87. By reason of paragraphs ~~60 to 63~~ 83 to 86, the Respondent breached s. 50 of the FWA.

### **D.5.2 2014 Agreement Full-Time Pre-Shift Work**

88. Ms Iob (during her employment as a full-time Store Manager), Ms Kelso (during the period in which her full-time employment was covered by the 2014 Agreement), and Group Members who were employed full-time by the Respondent during the 2014 Agreement Period (**Full-Time 2014 Agreement Period-Group Members**) worked:
- a. outside of their rostered hours for the purposes of clause 4.2(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time; and/or
  - b. in excess of 76 ordinary hours per fortnight for the purposes of clause 4.3(a) of the 2014 Agreement by reason of them performing the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time; and
  - c. by reason of sub-paragraphs (a) and/or (b) above, outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

#### **Particulars**

- (i) In relation to subparagraph (a) above, the 2014 Agreement Pre-Shift Work performed before their 2014 Agreement Rostered Start Time was outside of Ms Iob, ~~and~~ Ms Kelso and the Full-Time 2014 Agreement Group Members' rostered hours because it constituted work performed prior to their rostered start time.
- (ii) In relation to subparagraph (b), a full-time employee of the Respondent was one who worked 76 hours per fortnight as their ordinary hours (clause 2.2 of the 2014 Agreement). The performance of the 2014 Agreement Pre-Shift Work meant that Ms Iob, ~~and~~ Ms Kelso and the Full-Time 2014 Agreement Group Members' who performed 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time worked more than 76 hours per fortnight.
- (iii) In relation to subparagraph (c), clauses 4.2(a) and 4.3(a) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

- (iv) Further particulars ~~will be provided after discovery of Ms Iob and Ms Kelso's rosters are in columns C, D and E of Schedule A. In case of Ms Iob, despite request, the Respondent has not provided the rosters.~~

89. The performance of 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time was approved by the relevant line managers prior to Ms Iob, Ms Kelso and the Full-Time 2014 Agreement ~~Period~~-Group Members performing that work for the purposes of clause 4.6(c) of the 2014 Agreement.

#### Particulars

- (i) Ms Iob's line managers Ms Saunders, Kimberley Galea (**Ms Galea**) or Ms Cairns approved the 2014 Agreement Pre-Shift Work by reason of the matters referred to in paragraphs ~~47 and 48~~ 50 to 55 above.
- (ii) Ms Kelso's line manager Pooja Thakar (**Ms Thakar**) approved the 2014 Agreement Pre-Shift Work by reason of the matters referred to in paragraphs ~~47 and 48~~ 50 to 55 above.
- (iii) The Full-Time 2014 Agreement Group Members' line managers approved the performance of the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time by reason of the matters referred to in paragraphs 50 to 55 above.

90. By reason of paragraphs 88 and 89 ~~65 and 66~~ above, Ms Iob (as a full-time employee), Ms Kelso and the Full-Time 2014 Agreement ~~Period~~-Group Members who performed the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time were entitled to overtime in relation to the performance of the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time in accordance with clause 4.6(d) of the 2014 Agreement.

91. In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Iob (while in full-time roles), Ms Kelso, or ~~and~~ the Full-Time 2014 Agreement ~~Period~~-Group Members who performed the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time, overtime in respect of the 2014 Agreement Pre-Shift Work before their 2014 Agreement Rostered Start Time, in each fortnight in which those employees worked.

92. By reason of paragraphs 88 to 91 ~~65 to 68~~ above, the Respondent breached s. 50 of the FWA.

### **D.5.3 2014 Agreement Part-Time Post-Shift Work**

93. Ms Iob (during her employment as a part-time Team Member and part-time Store Manager), Ms Wesley (during the period in which her employment was covered by the 2014 Agreement) and Part-Time 2014 Agreement ~~Period~~ Group Members, worked:
- a. outside of their rostered hours for the purposes of clause 4.2(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Post-Shift Work after the 2014 Agreement Rostered Finish Time; and/or
  - b. outside of the agreed hours per fortnightly roster cycle for the purposes of clause 4.3(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Post-Shift Work after the 2014 Agreement Rostered Finish Time; and
  - c. by reason of sub-paragraphs (a) and/or (b) above, outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

#### **Particulars**

- (i) In relation to subparagraph (a) above, the 2014 Agreement Post-Shift Work performed after the 2014 Agreement Rostered Finish Time was outside of Ms Iob, ~~and Ms Wesley's~~ and the Part-Time 2014 Agreement Group Members' rostered hours because it constituted work performed after their rostered finish time.
- (ii) In relation to subparagraph (b), the 2014 Agreement Post-Shift Work performed after the 2014 Agreement Rostered Finish Time was outside of Ms Iob, ~~and Ms Wesley's~~, and the Part-Time 2014 Agreement Group Members' roster because it was in excess of their agreed ordinary hours per fortnightly roster cycle. The agreed ordinary hours were the hours of work specified in the roster prepared by the Respondent.
- (ii) In relation to subparagraph (c), clauses 4.2(a) and 4.3(a) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.
- (iii) Further particulars in respect of Ms Iob and Ms Wesley are in columns C, D and F of Schedule A. ~~will be provided after discovery of their rosters. In the case of Ms Iob, despite requests, the Respondent has not provided the rosters.~~

94. For the purposes of clause 4.6(c) of the 2014 Agreement, the performance of 2014 Agreement Post-Shift Work after the 2014 Agreement Rostered Finish Time was approved by the relevant line managers prior to Ms Iob, Ms Wesley and the Part-Time 2014 Agreement ~~Period~~ Group Members performing that work.

#### Particulars

- (i) Ms Iob's line managers Ms Cairns, Ms Rushton or Ms Saunders approved the Post-Shift Work by reason of the matters referred to in paragraphs ~~49 and 50~~ 57 to 62 above.
- (ii) Ms Wesley's Regional Manager, Ms ~~Saracho~~ Al Rashoo, (or other line managers responsible from time to time) approved the 2014 Agreement Post-Shift Work by reason of the matters referred to in paragraphs ~~49 and 50~~ 57 to 62 above.
- (iii) The Part-Time 2014 Agreement Group Members' line managers approved the performance of the 2014 Agreement Post-Shift Work after their 2014 Agreement Rostered Finish Time by reason of the matters referred to in paragraphs 57 to 62 above.

95. By reason of paragraphs 93 and 94 ~~70 and 71~~ above, Ms Iob (as a part-time employee), Ms Wesley, and the Part-Time 2014 Agreement ~~Period~~ Group Members who performed the 2014 Agreement Post-Shift Work after their 2014 Agreement Rostered Finish Time, were entitled to overtime in relation to the performance of the 2014 Agreement Post-Shift Work after the 2014 Agreement Rostered Finish Time in accordance with clause 4.6(d) of the 2014 Agreement.

96. In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Iob (while in part-time roles), Ms Wesley, or the Part-Time 2014 Agreement ~~Period~~ Group Members who performed the 2014 Agreement Post-Shift Work after their 2014 Agreement Rostered Finish Time, overtime in respect of their performance of the 2014 Agreement Post-Shift Work after the 2014 Agreement Rostered Finish Time, in each fortnight in which those employees worked.

97. By reason of paragraphs 93 to 96 ~~70 to 73~~ above, the Respondent breached s. 50 of the FWA.

#### **D.5.4 2014 Agreement Full-Time Post-Shift Work**

98. Ms Iob (during her employment as a full-time Store Manager), Ms Kelso (during the period in which her full-time employment was covered by the 2014 Agreement), and Full-Time 2014 Agreement ~~Period~~ Group Members worked:
- a. outside of their rostered hours for the purposes of clause 4.2(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Post-Shift Work after the 2014 Agreement Rostered Finish Time; and/or
  - b. in excess of 76 ordinary hours per fortnight for the purposes of clause 4.3(a) of the 2014 Agreement by reason of them performing the 2014 Agreement Post-Shift Work after the 2014 Agreement Rostered Finish Time; and
  - c. by reason of sub-paragraphs (a) and/or (b) above, outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

#### **Particulars**

- (i) In relation to subparagraph (a) above, the 2014 Agreement Post-Shift Work performed after the 2014 Agreement Rostered Finish Time was outside of their rostered hours because it constituted work performed after their rostered finish time.
- (ii) In relation to subparagraph (b), a full-time employee of the Respondent was one who worked 76 hours per fortnight as their ordinary hours (clause 2.2 of the 2014 Agreement). The performance of the 2014 Agreement Post-Shift Work meant that Ms Iob, Ms Kelso and the Full-Time 2014 Agreement ~~Period~~ Group Members who performed 2014 Agreement Post-Shift Work after their 2014 Agreement Rostered Finish Time worked more than 76 hours per fortnight.
- (iii) In relation to subparagraph (c), clauses 4.2(a) and 4.3(a) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.
- ~~(iv)~~ Further particulars in respect of Ms Iob and Ms Kelso are at columns C, D and F of Schedule A. ~~will be provided after discovery of their rosters. In respect of Ms Iob, despite requests, the Respondent has not provided the rosters.~~

99. For the purposes of clause 4.6(c) of the 2014 Agreement, the performance of 2014 Agreement Post-Shift Work after their 2014 Agreement Rostered Finish Time was approved by the relevant line managers prior to Ms Iob, Ms Kelso and the Full-Time 2014 Agreement ~~Period~~ Group Members performing that work.

### Particulars

- (i) Ms Iob's line managers Ms Saunders, Ms Galea or Ms Cairns approved the 2014 Agreement Post-Shift Work by reason of the matters referred to in paragraphs ~~49 and 50~~ 57 to 65 above.
- (ii) Ms Kelso's line manager Ms Thakar approved the 2014 Agreement Post-Shift Work by reason of the matters referred to in paragraphs ~~49 and 50~~ 57 to 65 above.
- (iii) The Full-Time 2014 Agreement Group Members' line managers approved the performance of the 2014 Agreement Post-Shift Work after their 2014 Agreement Rostered Finish Time by reason of the matters referred to in paragraphs 57 to 65 above.

100. By reason of paragraphs ~~98 and 99~~ 75 and 76 above, Ms Iob (as a full-time employee), Ms Kelso and the Full-Time 2014 Agreement ~~Period~~ Group Members who performed the 2014 Agreement Post-Shift Work after their 2014 Agreement Rostered Finish Time were entitled to overtime in relation to the performance of the 2014 Agreement Post-Shift Work after the 2014 Agreement Rostered Finish Time in accordance with clause 4.6(d) of the 2014 Agreement.

101. In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Iob (while in full-time roles), Ms Kelso, ~~and~~ or the Full-Time 2014 Agreement ~~Period~~ Group Members who performed the 2014 Agreement Post-Shift Work after their 2014 Agreement Rostered Finish Time overtime in respect of the 2014 Agreement Post-Shift Work after the 2014 Agreement Rostered Finish Time, in each fortnight in which those employees worked.

102. By reason of paragraphs ~~98 to 101~~ 75 to 78 above, the Respondent breached s. 50 of the FWA.

***D.5.5 2014 Agreement Additional Managerial Work on Rostered Days Off (Part-Time Managers)***

103. Ms Iob (during her employment as a part-time Store Manager) and Group Members who performed the role of a part-time Store Manager or a part-time Assistant Store Manager for the Respondent in the 2014 Agreement Period (**Part-Time Managers in the 2014 Agreement Period**), worked:
- a. outside of their rostered hours for the purposes of clause 4.2(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Additional Managerial Work; and/or
  - b. outside of the agreed hours per fortnightly roster cycle for the purposes of clause 4.3(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Additional Managerial Work; and
  - c. by reason of sub-paragraphs (a) and/or (b) above, outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

**Particulars**

- (i) In relation to subparagraph (a) above, the 2014 Agreement Additional Managerial Work was outside of Ms Iob and the Part-Time Managers in the 2014 Agreement Period's rostered hours because it constituted work performed during hours that were not included in their her roster.
  - (ii) In relation to subparagraph (b), the 2014 Agreement Additional Managerial Work was outside of Ms Iob and the Part-Time Managers in the 2014 Agreement Period's roster because it was in excess of their her agreed ordinary hours per fortnightly roster cycle. The agreed ordinary hours were the hours of work specified in the roster prepared by the Respondent.
  - (iii) In relation to subparagraph (c), clauses 4.2(a) and 4.3(a) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.
  - (iv) Further particulars in respect of Ms Iob's rosters are at columns C and D of Schedule A. ~~will be provided after discovery, which despite requests, the Respondent has not provided.~~
104. For the purposes of clause 4.6(c) of the 2014 Agreement, the performance of the 2014 Agreement Additional Managerial Work was approved by the

relevant line managers prior to Ms Iob and the Part-Time Managers in the 2014 Agreement Period performing that work.

### **Particulars**

- (i) Ms Iob's line managers Ms Saunders, Ms Galea or Ms Cairns approved the 2014 Agreement Additional Managerial Work by reason of the matters referred to in paragraphs 66 and 67 ~~51~~ and ~~52~~ above.
  - (ii) The line managers of the Part-Time Managers in the 2014 Agreement Period approved the performance of the 2014 Agreement Additional Managerial Work by reason of the matters referred to in paragraphs 66 and 67 above.
105. By reason of paragraphs 103 and 104 ~~80 and 81~~ above, Ms Iob (as a part-time Store Manager), and the Part-Time Managers in the 2014 Agreement Period who performed the 2014 Agreement Additional Managerial Work were entitled to overtime in relation to the performance of the 2014 Agreement Additional Managerial Work in accordance with clause 4.6(d) of the 2014 Agreement.
106. In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Iob (while in part-time Store Manager roles), or the Part-Time Managers in the 2014 Agreement Period who performed the 2014 Agreement Additional Managerial Work, overtime in respect of their performance of the 2014 Agreement Additional Managerial Work, in each fortnight in which those employees worked.
107. By reason of paragraphs 103 to 106 ~~80 to 83~~, the Respondent breached s. 50 of the FWA.

#### ***D.5.6 2014 Agreement Additional Managerial Work on Rostered Days Off (Full-Time Managers)***

108. Ms Iob (during her employment as a full-time Store Manager), Ms Kelso (during the period in which her full-time employment was covered by the 2014 Agreement), and Group Members who performed the role of a full-time Store Manager or a full-time Assistant Store Manager for the Respondent in

the 2014 Agreement Period (**Full-Time Managers in the 2014 Agreement Period**), worked:

- a. outside of their rostered hours for the purposes of clause 4.2(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Additional Managerial Work; and/or
- b. in excess of 76 ordinary hours per fortnight for the purposes of clause 4.3(a) of the 2014 Agreement by reason of them performing the 2014 Agreement Additional Managerial Work; and
- c. by reason of sub-paragraphs (a) and/or (b) above, outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

### Particulars

- (i) In relation to subparagraph (a) above, the 2014 Agreement Additional Managerial Work was outside of Ms Iob, ~~and Ms Kelso's~~ and the Full-Time Managers in the 2014 Agreement Period's rostered hours because it constituted work performed during hours that were not included in their roster.
  - (ii) In relation to subparagraph (b), a full-time employee of the Respondent was one who worked 76 hours per fortnight as their ordinary hours (clause 2.2 of the 2014 Agreement). The performance of the 2014 Agreement Additional Managerial Work meant that Ms Iob, ~~and Ms Kelso~~ and Full-Time Managers in the 2014 Agreement Period who performed 2014 Agreement Additional Managerial Work worked more than 76 hours per fortnight.
  - (iii) In relation to subparagraph (c), clauses 4.2(a) and 4.3(a) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.
  - (iv) Further particulars ~~will be provided~~ in respect of Ms Iob and Ms Kelso's rosters are in columns C and D of Schedule A ~~after discovery of their rosters. In case of Ms Iob, despite request, the Respondent has not provided the rosters.~~
109. For the purposes of clause 4.6(c) of the 2014 Agreement, the performance of the 2014 Agreement Additional Managerial Work was approved by the relevant line managers prior to Ms Iob, Ms Kelso and the Full-Time Managers in the 2014 Agreement Period performing that work.

### Particulars

- (i) Ms Iob's line manager at the time Ms Saunders, Ms Galea or Ms Cairns approved the 2014 Agreement Additional Managerial Work by reason of the matters referred to in paragraphs 66 and 67 ~~51 and 52~~ above.
  - (ii) Ms Kelso's line manager, Ms Horton, approved the 2014 Agreement Additional Managerial Work by reason of the matters referred to in paragraphs 66 and 67 ~~51 and 52~~ above.
  - (iii) The line managers of the Full-Time Managers in the 2014 Agreement Period approved the performance of the 2014 Agreement Additional Managerial Work by reason of the matters referred to in paragraphs 66 and 67 above.
110. By reason of paragraphs 108 and 109 ~~85 and 86~~ above, Ms Iob (as a full-time Store Manager), Ms Kelso and the Full-Time Managers in the 2014 Agreement Period who performed the 2014 Agreement Additional Managerial Work were entitled to overtime in relation to the performance of the 2014 Agreement Additional Managerial Work in accordance with clause 4.6(d) of the 2014 Agreement.
111. In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Iob (while in full-time Store Manager roles), Ms Kelso or the Full-Time Managers in the 2014 Agreement Period who performed the 2014 Agreement Additional Managerial Work overtime in respect of the 2014 Agreement Additional Managerial Work, in each fortnight in which those employees worked.
112. By reason of paragraphs 108 to 111 ~~85 to 88~~ above, the Respondent breached s. 50 of the FWA.

#### ***D.5.7 2014 Agreement Training Outside of Rostered Hours (Part-Time)***

113. Ms Iob (during her employment as a part-time Team Member and part-time Store Manager) and Part-Time 2014 Agreement ~~Period~~ Group Members worked:
- a. outside of their rostered hours for the purposes of clause 4.2(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Training Outside of Rostered Hours; and/or

- b. outside of the agreed hours per fortnightly roster cycle for the purposes of clause 4.3(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Training Outside of Rostered Hours; and
- c. by reason of sub-paragraphs (a) and/or (b) above, outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

### **Particulars**

- (i) In relation to subparagraph (a) above, the 2014 Agreement Training Outside of Rostered Hours was outside of Ms Iob and Part-Time 2014 Agreement Group Members' rostered hours because the time taken to perform that work was not included in her their roster.
  - (ii) In relation to subparagraph (b), the 2014 Agreement Training Outside of Rostered Hours was outside of Ms Iob's and Part-Time 2014 Agreement Group Members' roster because it was in excess of her their agreed ordinary hours per fortnightly roster cycle. The agreed ordinary hours were the hours of work specified in the roster prepared by the Respondent.
  - (iii) In relation to subparagraph (c), clauses 4.2(a) and 4.3(a) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.
  - (iv) Further particulars ~~will be provided~~ in respect of Ms Iob's rosters are in columns C and D of Schedule A. ~~is at after discovery of Ms Iob's rosters. Despite requests, the Respondent has not provided Ms Iob's rosters.~~
114. For the purposes of clause 4.6(c) of the 2014 Agreement, the performance of the 2014 Agreement Training Outside of Rostered Hours was approved by the relevant line managers prior to Ms Iob and the Part-Time 2014 Agreement ~~Period~~ Group Members performing that work.

### **Particulars**

- (i) Ms Iob's line managers Ms Saunders, Ms Galea or Ms Cairns approved the 2014 Agreement Training Outside of Rostered Hours by reason of the matters referred to in paragraph 69 and 70 ~~53~~ above.
- (ii) The Part-Time 2014 Agreement Group Members' line managers approved the performance of the 2014 Agreement Training Outside of Rostered Hours by reason of the matters referred to in paragraph 69 and 70 above.

115. By reason of paragraphs 113 and 114 ~~90 and 94~~ above, Ms Iob (as a part-time employee), and the relevant Part-Time 2014 Agreement ~~Period~~ Group Members who performed the 2014 Agreement Training Outside of Rostered Hours, were entitled to overtime in relation to the performance of the 2014 Agreement Training Outside of Rostered Hours in accordance with clause 4.6(d) of the 2014 Agreement.
116. In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Iob (while in part-time roles), ~~and~~ or the relevant Part-Time 2014 Agreement ~~Period~~ Group Members who performed the 2014 Agreement Training Outside of Rostered Hours, overtime in respect of their performance of the 2014 Agreement Training Outside of Rostered Hours, in each fortnight in which those employees did that training.
117. By reason of paragraphs ~~90 to 93~~ 113 to 116 above, the Respondent breached s. 50 of the FWA.

***D.5.8 2014 Agreement Training Outside of Rostered Hours (Full-Time)***

118. Ms Iob (during her employment as a full-time Store Manager) and some Full-Time 2014 Agreement ~~Period~~ Group Members worked:
- a. outside of their rostered hours for the purposes of clause 4.2(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Training Outside of Rostered Hours; and/or
  - b. in excess of 76 ordinary hours per fortnight for the purposes of clause 4.3(a) of the 2014 Agreement by reason of performing the 2014 Agreement Training Outside of Rostered Hours; and
  - c. by reason of sub-paragraphs (a) and/or (b) above, outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

**Particulars**

- (i) In relation to subparagraph (a) above, the 2014 Agreement Training Outside of Rostered Hours was outside of Ms Iob and Full-Time 2014 Agreement Group Members' s rostered hours because the time taken to perform that work was not included in ~~her~~ their roster.

- (ii) In relation to subparagraph (b), a full-time employee of the Respondent was one who worked 76 hours per fortnight as their ordinary hours (clause 2.2 of the 2014 Agreement). The performance of the 2014 Agreement Training Outside of Rostered Hours meant that Ms Iob and Full-Time 2014 Agreement Group Members who performed Training Outside of Rostered Hours worked more than 76 hours per fortnight in each fortnight when she did that training.
  - (iii) In relation to subparagraph (c), clauses 4.2(a) and 4.3(a) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.
  - (iv) ~~Further particulars will be provided in respect of Ms Iob's rosters are in columns C and D of Schedule A, after discovery of Ms Iob's rosters. Despite requests, the Respondent has not provided Ms Iob's rosters.~~
119. For the purposes of clause 4.6(c) of the 2014 Agreement, the performance of the 2014 Agreement Training Outside of Rostered Hours was approved by the relevant line managers prior to Ms Iob and the Full-Time 2014 Agreement ~~Period~~ Group Members performing that work.

#### **Particulars**

- (i) Ms Iob's line managers Ms Saunders, Ms Galea or Ms Cairns approved the 2014 Agreement Training Outside of Rostered Hours by reason of the matters referred to in paragraphs 69 and 70 ~~53~~ above.
  - (ii) The Full-Time 2014 Agreement Group Members' line managers approved the performance of the 2014 Agreement Training Outside of Rostered Hours by reason of the matters referred to in paragraph 69 and 70 above.
120. By reason of paragraphs 118 and 119 ~~95 and 96~~ above, Ms Iob (as a full-time employee), and ~~the relevant~~ Full-Time 2014 Agreement ~~Period~~ Group Members who performed the 2014 Agreement Training Outside of Rostered Hours, were entitled to overtime in relation to the performance of the 2014 Agreement Training Outside of Rostered Hours in accordance with clause 4.6(d) of the 2014 Agreement.
121. In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Iob (while in full-time roles), and or the relevant ~~relevant~~ Full-Time 2014 Agreement ~~Period~~ Group Members who performed the 2014 Agreement Training Outside of Rostered Hours, overtime in respect of the 2014

Agreement Training Outside of Rostered Hours, in each fortnight in which those employees did that training.

122. By reason of paragraphs 118 to 121 ~~95 to 98~~ above, the Respondent breached s. 50 of the FWA.

#### ***D.5.9 2014 Agreement Work during Meal Breaks (Part-Time)***

123. Ms Iob (during her employment as a part-time Team Member and part-time Store Manager), Ms Wesley (during the period in which her part-time employment was covered by the 2014 Agreement) and ~~some~~ Part-Time 2014 Agreement Period-Group Members who were entitled to meal breaks for ~~that~~ a shift worked:
- a. outside of their rostered hours for the purposes of clause 4.2(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Work During Meal Breaks; and/or
  - b. outside of the agreed hours per fortnightly roster cycle for the purposes of clause 4.3(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Work During Meal Breaks; and
  - c. by reason of sub-paragraphs (a) and/or (b) above, outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

#### **Particulars**

- (i) In relation to subparagraph (a) above, the 2014 Agreement Work During Meal Breaks was outside the rostered hours of Ms Iob, ~~and~~ Ms Wesley's and the Part-Time 2014 Agreement Group Members entitled to meal breaks ~~rostered hours~~ because it constituted work performed during a time ~~she~~ they ought to have been on a rostered unpaid break.
- (ii) In relation to subparagraph (b), the 2014 Work During Meal Breaks was outside of Ms Iob, ~~and~~ Ms Wesley's rosters and the rosters of Part-Time 2014 Agreement Group Members because it was work performed in excess of their agreed ordinary hours per fortnightly roster cycle. The agreed ordinary hours were the hours of work specified in the roster prepared by the Respondent, which excluded the time allocated for an entitled meal break.

- (iii) In relation to subparagraph (c), clauses 4.2(a) and 4.3(a) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.
  - (iv) Further particulars ~~will be provided~~ in respect of Ms Iob and Ms Wesley are in columns C, D and G of Schedule A. ~~after discovery of Ms Iob and Ms Wesley's rosters. Despite requests by the Applicants' solicitors, the Respondent has not provided Ms Iob's rosters.~~
124. For the purposes of clause 4.6(c) of the 2014 Agreement, the performance of the 2014 Agreement Work During Meal Breaks was approved by the relevant line managers prior to Ms Iob, Ms Wesley and ~~some~~ Part-Time 2014 Agreement Period Group Members who were entitled to meal breaks for that shift performing that work.

### Particulars

- (i) Ms Iob's line managers Ms Saunders, Ms Galea or Ms Cairns approved the 2014 Agreement Work During Meal Breaks by reason of the matters referred to in particulars in paragraphs 75 and 76 ~~56~~ above.
  - (ii) Ms Wesley's Regional Manager, Ms ~~Sarae~~ Al Rashoo (or other line managers responsible from time to time) approved the 2014 Agreement Work During Meal Breaks by reason of the matters referred to ~~in particulars~~ in paragraphs 75 and 76 ~~56~~ above.
  - (iii) The relevant line managers of the Part-Time 2014 Agreement Group Members who were entitled to meal breaks approved the 2014 Agreement Work During Meal Breaks by reason of the matters referred to in paragraphs 75 and 76 above.
125. By reason of paragraphs 123 and 124 ~~100 and 101~~ above, Ms Iob (as a part-time employee), Ms Wesley, and ~~some~~ Part-Time 2014 Agreement Period Group Members who were entitled to meal breaks for that shift who performed 2014 Agreement Work During Meal Breaks, were entitled to overtime in relation to the performance of the 2014 Agreement Work During Meal Breaks in accordance with clause 4.6(d) of the 2014 Agreement.
126. In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Iob (while in part-time roles), Ms Wesley, or ~~and some~~ Part-Time 2014 Agreement Period Group Members who were entitled to meal breaks for that shift who performed 2014 Agreement Work During Meal Breaks, overtime in respect of their performance of the 2014 Agreement Work During

Meal Breaks, in each fortnight in which those employees performed that work.

127. By reason of paragraphs 123 to 126 ~~100 and 103~~ above, the Respondent breached s. 50 of the FWA.
128. Further, by not providing Ms lob (as a part-time employee), Ms Wesley, or and some Part-Time 2014 Agreement Period Group Members who were entitled to meal breaks for that shift who performed 2014 Agreement Work During Meal Breaks, with the required unpaid meal breaks, the Respondent breached clause 4.7(a) of the 2014 Agreement.
129. By reason of paragraph 128 ~~105~~ above, the Respondent breached s. 50 of the FWA.

***D.5.10 2014 Agreement Work during Meal Breaks (Full-Time)***

130. Ms lob (during her employment as a full-time Store Manager), Ms Kelso (during the period in which her full-time employment was covered by the 2014 Agreement), and ~~some Full-Time 2014 Agreement Period Group Members~~ who were entitled to meal breaks for ~~the~~ a shift worked:
  - a. outside of their rostered hours for the purposes of clause 4.2(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Work During Meal Breaks; and/or
  - b. in excess of 76 ordinary hours per fortnight for the purposes of clause 4.3(a) of the 2014 Agreement by reason of them performing the 2014 Agreement Work During Meal Breaks; and
  - c. by reason of sub-paragraphs (a) and/or (b) above, outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

**Particulars**

- (i) In relation to subparagraph (a) above, the 2014 Agreement Work During Meal Breaks was outside of their rostered hours because it constituted work performed during a time ~~she~~ they ought to have been on a ~~set~~-rostered unpaid break.

- (ii) In relation to subparagraph (b), a full-time employee of the Respondent was one who worked 76 hours per fortnight as their ordinary hours (clause 2.2 of the 2014 Agreement). The performance of the 2014 Agreement Work During Meal Breaks meant that Ms Iob, Ms Kelso and ~~some~~ Full-Time 2014 Agreement Period Group Members who performed 2014 Agreement Work During Meal Breaks worked more than 76 hours per fortnight.
- (iii) In relation to subparagraph (c), clauses 4.2(a) and 4.3(a) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.
- (iv) Further particulars in respect of Ms Iob and Ms Kelso ~~will be provided after discovery of Ms Iob's and Ms Kelso's rosters. Despite requests, the Respondent has not provided Ms Iob's rosters.~~ are in columns C, D and G of Schedule A.

131. For the purposes of clause 4.6(c) of the 2014 Agreement, the performance of the 2014 Agreement Work During Meal Breaks was approved by the relevant line managers prior to Ms Iob, Ms Kelso and the ~~relevant~~ Full-Time 2014 Agreement Period Group Members who were entitled to meal breaks for that shift performing that work.

#### **Particulars**

- (i) Ms Iob's line managers Ms Saunders, Ms Galea or Ms Cairns approved the 2014 Agreement Work During Meal Breaks by reason of the matters referred to in particulars in paragraphs 75 and 76 ~~56~~ above.
- (ii) Ms Kelso's line managers Ms Thakar or Ms Horton approved the 2014 Agreement Work During Meal Breaks by reason of the matters referred to in particulars in paragraphs 75 and 76 ~~56~~ above.
- (iii) The relevant line managers of the Full-Time 2014 Agreement Group Members who were entitled to meal breaks approved the 2014 Agreement Work During Meal Breaks by reason of the matters referred to in paragraphs 75 and 76 above.

132. By reason of paragraphs 130 and 131 ~~407 and 408~~ above, Ms Iob (as a full-time employee), Ms Kelso and ~~some~~ Full-Time 2014 Agreement Period Group Members who were entitled to meal breaks for that shift who performed 2014 Agreement Work During Meal Breaks were entitled to overtime in relation to the performance of the 2014 Agreement Work During Meal Breaks in accordance with clause 4.6(d) of the 2014 Agreement.

133. In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Iob, Ms Kelso, and or the Full-Time 2014 Agreement Period Group Members who were entitled to meal breaks for that shift who performed 2014 Agreement Work During Meal Breaks, overtime in respect of the 2014 Agreement Work During Meal Breaks, in each fortnight in which those employees performed that work.
134. By reason of paragraphs 130 to 133 ~~107 to 110~~, the Respondent breached s. 50 of the FWA.
135. Further, by not providing Ms Iob, Ms Kelso, or and the Full-Time 2014 Agreement ~~period~~ Group Members who were entitled to meal breaks for that shift who performed 2014 Agreement Work During Meal Breaks, with unpaid meal breaks ~~to which they were entitled to~~, the Respondent breached clause 4.7(a) of the 2014 Agreement.
136. By reason of paragraph ~~135~~ 142, the Respondent breached s. 50 of the FWA.

***D.5.11 2014 Agreement Work during Rest Breaks (Part-Time)***

137. Ms Iob (during her employment as a part-time Team Member and part-time Store Manager), Ms Wesley (during the period in which her part-time employment was covered by the 2014 Agreement), and ~~some~~ Part-Time 2014 Agreement ~~Period~~ Group Members who were entitled to paid rest breaks for a ~~the~~ shift worked :
- a. outside of their rostered hours for the purposes of clause 4.2(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Work During Rest Breaks; and/or
  - b. outside of the agreed hours per fortnightly roster cycle for the purposes of clause 4.3(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Work During Rest Breaks; and
  - c. by reason of sub-paragraphs (a) and/or (b) above, outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

**Particulars**

- (i) In relation to subparagraph (a) above, the 2014 Agreement Work During Rest Breaks was outside the rostered hours of Ms Iob, ~~and Ms Wesley, and Part-Time 2014 Agreement Group Members who were entitled to paid rest breaks for that shift~~ ~~rostered hours~~ because it constituted work performed during a time they ought to have been on a rostered paid break.
  - (ii) In relation to subparagraph (b), the 2014 Agreement Work During Rest Breaks was outside of Ms Iob, ~~and Ms Wesley's rosters and rosters of the Part-Time 2014 Agreement Group Members entitled to rest breaks for that shift~~ ~~rosters~~ because it was work performed in excess of their agreed ordinary hours per fortnightly roster cycle. The agreed ordinary hours were the hours of work specified in the roster prepared by the Respondent.
  - (iii) In relation to subparagraph (c), clauses 4.2(a) and 4.3(a) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.
  - (iv) Further particulars ~~will be provided~~ in respect of Ms Iob and Ms Wesley ~~after discovery of Ms Iob and Ms Wesley's rosters. In respect of Ms Iob, despite request, the Respondent has not provided the rosters.~~ are contained in columns C, D and H of Schedule A.
138. For the purposes of clause 4.6(c) of the 2014 Agreement, the performance of the 2014 Agreement Work During Rest Breaks was approved by the relevant line managers prior to Ms Iob, Ms Wesley and ~~some~~ Part-Time 2014 Agreement Period-Group Members who were entitled to paid rest breaks for that shift performing that work.

### **Particulars**

- (i) Ms Iob's line managers Ms Saunders, Ms Galea or Ms Cairns approved the 2014 Agreement Work During Rest Breaks by reason of the matters referred to in particulars in paragraph ~~80 and 81~~ ~~59~~ above.
- (ii) Ms Wesley's Regional Manager Ms ~~Saracho~~ Al Rashoo (or other line managers responsible from time to time) approved the 2014 Agreement Work During Rest Breaks by reason of the matters referred to in particulars in paragraph ~~80 and 81~~ ~~59~~ above.
- (iii) The relevant line managers of the Part-Time 2014 Agreement Group Members who were entitled to Rest Breaks approved the 2014 Agreement Work During Rest Breaks by reason of the matters referred to in particulars in paragraph 80 and 81 above.

139. By reason of paragraphs 137 and 138 ~~144 and 115~~ above, Ms Iob, Ms Wesley, and ~~some~~ Part-Time 2014 Agreement Period Group Members who were entitled to paid rest breaks for that shift who performed 2014 Agreement Work During Rest Breaks, were entitled to overtime in relation to the performance of the 2014 Agreement Work During Rest Breaks in accordance with clause 4.6(d) of the 2014 Agreement.
140. In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Iob (while in part-time roles), Ms Wesley, or and ~~some~~ Part-Time 2014 Agreement Period Group Members who were entitled to paid rest breaks for that a shift who performed 2014 Agreement Work During Rest Breaks, overtime in respect of their performance of the 2014 Agreement Work During Rest Breaks, in each fortnight in which those employees performed that work.
141. By reason of paragraphs 137 to 140 ~~144 and 117~~ above, the Respondent breached s. 50 of the FWA.
142. Further, by not providing Ms Iob (as a part-time employee), Ms Wesley and ~~some~~ Part-Time 2014 Agreement Period Group Members who were entitled to paid rest breaks for that a shift who performed 2014 Agreement Work During Rest Breaks, with the rest breaks to which they were entitled, the Respondent breached clause 4.7(a) of the 2014 Agreement.
143. By reason of paragraph 142 ~~119~~ above the Respondent breached s. 50 of the FWA.

**D.5.12 2014 Agreement Work during Rest Breaks (Full-Time)**

144. Ms Iob (during her employment as a full-time Store Manager), Ms Kelso (during the period in which her full-time employment was covered by the 2014 Agreement), and ~~some~~ Full-Time 2014 Agreement Period Group Members who were entitled to paid rest breaks for a ~~the~~ shift worked:
- a. outside of their rostered hours for the purposes of clause 4.2(a) of the 2014 Agreement on each day in which they performed the 2014 Agreement Work During Rest Breaks; and/or

- b. in excess of 76 ordinary hours per fortnight for the purposes of clause 4.3(a) of the 2014 Agreement by reason of them performing the 2014 Agreement Work During Rest Breaks; and
- c. by reason of sub-paragraphs (a) and/or (b) above, outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

### **Particulars**

- (i) In relation to subparagraph (a) above, the 2014 Agreement Work During Rest Breaks was outside of their rostered hours of Ms Iob, Ms Kelso and Full-Time 2014 Agreement Group Members who were entitled to paid rest breaks for that shift because it constituted work performed while they ought to have been on a rostered paid break.
  - (ii) In relation to subparagraph (b), a full-time employee of the Respondent was one who worked 76 hours per fortnight as their ordinary hours (clause 2.2 of the 2014 Agreement). The performance of the 2014 Agreement Work During Rest Breaks meant that Ms Iob, Ms Kelso and ~~some~~ Full-Time 2014 Agreement ~~Period~~ Group Members who were entitled to paid rest breaks for that shift worked more than 76 hours per fortnight.
  - (iii) In relation to subparagraph (c), clauses 4.2(a) and 4.3(a) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.
  - (iv) Further particulars in respect of Ms Iob and Ms Kelso ~~will be provided after discovery of Ms Iob and Ms Kelso's rosters. Despite requests, the Respondent has not provided Ms Iob's rosters.~~ are contained in columns C, D and H of Schedule A.
145. The performance of the 2014 Agreement Work During Rest Breaks was approved by the relevant line managers prior to Ms Iob, Ms Kelso and the ~~relevant~~ Full-Time 2014 Agreement ~~Period~~ Group Members who were entitled to paid rest breaks for that shift performing that work for the purposes of clause 4.6(c) of the 2014 Agreement.

### **Particulars**

- (i) Ms Iob's line managers Ms Saunders, Ms Galea or Ms Cairns approved the 2014 Agreement Work During Rest Breaks by reason of the matters referred to in the particulars in paragraph ~~59~~ 80 and 81 above.

- (ii) Ms Kelso's line managers Ms Thakar or Ms Horton approved the 2014 Agreement Work During Rest Breaks by reason of the matters referred to in the particulars in paragraph ~~59~~ 80 and 81 above.
  - (iii) The relevant line managers of the Full-Time 2014 Agreement Group Members who were entitled to rest breaks for that shift approved the 2014 Agreement Work During Rest Breaks by reason of the matters referred to in paragraph 80 and 81 above.
146. By reason of paragraphs 144 and 145 ~~121 and 122~~ above, Ms Iob (as a full-time employee), Ms Kelso, and ~~some~~ Full-Time 2014 Agreement ~~Period~~ Group Members who were entitled to paid rest breaks for that shift who performed 2014 Agreement Work During Rest Breaks, were entitled to overtime in relation to the performance of the 2014 Agreement Work During Rest Breaks in accordance with clause 4.6(d) of the 2014 Agreement.
147. In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Iob (while in full-time roles), Ms Kelso, or and the Full-Time 2014 Agreement ~~Period~~ Group Members who were entitled to paid rest breaks for that shift who performed 2014 Agreement Work During Rest Breaks, overtime in respect of the 2014 Agreement Work During Rest Breaks, in each fortnight in which those employees performed that work.
148. By reason of paragraphs 144 to 147 ~~121 and 124~~, the Respondent breached s. 50 of the FWA.
149. Further, by not providing Ms Iob, Ms Kelso, or and the relevant Full-Time 2014 Agreement ~~Period~~ Group Members who were entitled to paid rest breaks for that a shift who performed 2014 Agreement Work During Rest Breaks, the paid rest breaks to which they were entitled ~~which they were entitled~~, the Respondent breached clause 4.7(a) of the 2014 Agreement.
150. By reason of paragraph 149 ~~126~~, the respondent breached s. 50 of the FWA.

#### **D.6 2014 Agreement Unpaid Hours**

151. Alternatively to paragraphs 83 to 136, the Applicants and the 2014 Agreement Group Members were entitled to have been paid their ordinary hourly rate in respect of:

- a. 2014 Agreement Pre-Shift Work undertaken before the 2014 Agreement Rostered Start Time;
- b. 2014 Agreement Post-Shift Work undertaken after the 2014 Agreement Rostered Finish Time;
- b.1 2014 Agreement Additional Managerial Work;
- c. 2014 Agreement Training Outside of Rostered Hours; and
- d. 2014 Work During Meal Breaks.

### **Particulars**

- (i) Clause 3.6(a) of the 2014 Agreement set out the ordinary rate of pay that will be applicable from the commencement of that Enterprise Agreement.
  - (ii) On a proper construction of clause 3.6(a) of the 2014 Agreement, completion of work referred to in (a) to (d) constituted work for which the Applicants and the 2014 Agreement Group Members who completed that work, were entitled to have been paid at the hourly rate specified in their contract of employment (if it was not overtime).
152. In breach of clause 3.6(a) of the 2014 Agreement, the Respondent did not pay the Applicants and 2014 Agreement Group Members their ordinary rate of pay for the time taken to complete the work referred to in paragraph 151 above (2014 Agreement Unpaid Hours).
153. By reason of paragraphs 151 and 152, the Respondent contravened s. 50 of the FWA.

### **D.7 2014 Agreement Failure to Pay Travel Allowance**

154. During the 2014 Agreement Period, ~~on one or more occasions,~~ the Respondent required Ms Iob and Ms Kelso ~~and some 2014 Agreement Group Members~~ to travel outside of their normal travel to and from their designated Lovisa Store.

### **Particulars**

- (i) In or about 2020, Ms Iob travelled an approximate distance of 56km to the Lovisa Store in Craigieburn from her designated Melton West

Store and then returned to her home located approximately 34km from the Craigieburn Store. Ms Iob was required to travel to the Craigieburn Store by her Regional Manager to train the Craigieburn Store's Store Manager at the time.

- (ii) In or about September 2022, Ms Kelso was required to travel to the Lovisa Store in Tuggeranong (**Tuggeranong Store**) instead of her designated Canberra Store for a period of approximately 1 week for training. This was because Ms Kelso was directed by Ms Horton to attend training at the Tuggeranong Store.

155. The travel described in paragraph 154 ~~128~~ above was at the request of the Respondent for the purposes of its business and outside of Ms Iob and Ms Kelso's ~~and the relevant 2014 Agreement Group Members'~~ normal travel to and from work.

### Particulars

The Applicants refer to the particulars under paragraph 154 ~~128~~ above.

156. By reason of paragraphs 154 and 155 ~~128 and 129~~, Ms Iob and Ms Kelso ~~and some 2014 Agreement Group Members~~ undertook authorised travel for work purposes within the meaning of clause 6.9 of the 2014 Agreement.
157. In breach of clause 6.9 of the 2014 Agreement, the Respondent did not pay Ms Iob or Ms Kelso ~~or some of the 2014 Group Members~~ 82 cents per kilometre where the authorised travel was by a motor vehicle (**2014 Agreement Failure to Pay Travel Allowance**).
158. By reason of paragraphs 154 to 157 ~~128 to 131~~ above, the Respondent breached s. 50 of the FWA.

### ~~D.6 2014 Agreement Failure to Provide 10-hour Break between Shifts~~

159. ~~By reason of clause 4.3(g) of the 2014 Agreement, the Respondent was required to observe a 10-hour break between the completion of one day's work and the commencement of the next day's work.~~
160. ~~During the Christmas Periods in the 2014 Agreement Period, and some 2014 Agreement Group Members were rostered by the Respondent to work shifts with less than a 10-hour break in between the completion of one day's work and the commencement of the next day's work.~~

## Particulars

Further particulars will be provided after discovery Ms Iob's rosters from the Respondent, which despite requests have not been provided by the Respondent.

161. ~~By reason of paragraphs 133 and 134 above, the Respondent breached clause 4.3(g) of the 2014 Agreement (**2014 Agreement Failure to Provide 10-hour Breaks between Shifts**).~~
162. ~~By reason of paragraphs 133 to 135 above, the Respondent breached s. 50 of the FWA.~~

### ~~D.8 Ms Iob's Shortfall in Pay~~

~~163. Pursuant to clause 4 of Ms Iob's 2020 Contract of Employment, the Respondent was required to pay Ms Iob \$24.25 per hour for all ordinary hours of work and in respect of any accrued annual leave or sick leave.~~

~~164. In breach of clause 4 of Ms Iob's 2020 Contract of Employment, in the period between 13 January 2020 and 2 February 2020, the Respondent paid Ms Iob at a rate of \$21.65 per hour (**Incorrect Base Rate**) for:~~

- ~~(i) all ordinary hours worked; and~~
- ~~(ii) in respect of accrued annual leave and sick leave taken during this period.~~

## Particulars

~~(i) Ms Iob's payslips for the pay period between 13 January 2020 and 2 February 2020 indicate that she was paid at the Incorrect Base Rate during this period.~~

~~(ii) In the pay period between 20 January 2020 and 26 January 2020, Ms Iob was paid at the Incorrect Base Rate for a day of sick leave taken.~~

~~(iii) In the pay period between 27 January 2020 to 2 February 2020, Ms Iob was paid at the Incorrect Base Rate for annual leave taken.~~

~~165. Ms Iob suffered loss as a result of the Respondent's breach in paragraph 164-138.~~

## D.9 2014 Agreement Ms lob's Roster Breaches

165A. By reason of clause 4.3(b) of the 2014 Agreement, the Respondent was required not to roster Ms lob and 2014 Agreement Group Members to work more than 12 hours per shift (inclusive of unpaid breaks) unless mutually agreed otherwise.

165B. ~~In breach of clause 4.3(b),~~ The Respondent, on occasion, without Ms lob's or the relevant 2014 Agreement Group Member's agreement, rostered Ms lob and some 2014 Agreement Group Members to work hours that exceeded 12 hours per shift (inclusive of unpaid breaks) and/or multiple shifts in a day that exceeded 12 hours (inclusive of the break in between shifts) without mutual agreement (collectively, **shifts exceeding 12-hours**).

### Particulars

Particulars of the occasions during which Ms lob was rostered to work shifts exceeding 12 hours and shifts less than 3 hours are in Column I of Schedule A.

165C. By reason of clause 4.3(c) of the 2014 Agreement, the Respondent was required not to roster Ms lob to work less than 3 consecutive hours per shift (although 2 hours may apply where Ms lob was being rostered for training sessions or for undertaking stocktakes).

165D. ~~In breach of clause 4.3(c),~~ The Respondent, on occasion, rostered Ms lob to work hours that were less than 3 hours, or at times, less than 2 hours per shift (where Ms lob was not being rostered to undertake training or stocktakes on these occasions).

### Particulars

Particulars of the occasions during which Ms lob was rostered to work shifts exceeding 12 hours and shifts less than 3 hours are in Column I of Schedule A. Further particulars will be provided following discovery by the Respondent as to the purpose of the shifts for which Ms lob was rostered for hours less than 3 hours including frequency and/or occasions during which training or stocktakes were undertaken. Further particulars will be provided on the ~~12-hour~~ shifts exceeding 12-hours after discovery by the Respondent of the store rosters, and store trading hours.

165DA On each occasion in which Ms Job and/or a 2014 Agreement Group Member worked shifts in excess of exceeding 12-hours or shifts less than 3 hours (where Ms Job was not being rostered to undertake training or stocktakes), Ms Job they worked outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement (**2014 Agreement Work Outside of the Roster Conditions**).

Particulars

Clauses 4.3(b) and 4.3(c) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

165DB The performance of the 2014 Agreement Work Outside of the Roster Conditions was approved by Ms Job's line manager or the relevant 2014 Agreement Group Member's line manager prior to the commencement of that work for the purposes of clause 4.6(c) of the 2014 Agreement.

Particulars

The rosters were created by the Regional Managers.

165DC By reason of paragraphs 165DA and 165DB, Ms Job and the 2014 Agreement Group Members were entitled to overtime in relation to the performance of 2014 Agreement Work Outside of the Roster Conditions.

165DD In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Job or the 2014 Agreement Group Members overtime in relation to the performance of 2014 Agreement Work Outside of the Roster Conditions.

165DE By reason of paragraph 165DD, the Respondent breached s. 50 of the FWA.

~~165E. By reason of paragraphs 165B above, the Respondent breached s. 50 of the FWA.~~

~~165F By reason of paragraphs 165D above, the Respondent breached s. 50 of the FWA.~~

(The Respondent's contraventions identified in Part D.9 are collectively referred to as **lob's Roster Breaches**).

#### D.10 Further Hours of Work Breaches

165H During the Relevant Period, on the occasions set out in Schedule B, Ms lob, Ms Kelso and other 2014 Agreement Group Members were rostered to work and worked:

- (a) more than 76 hours in a fortnight; and/or
- (b) more than 10 days during fortnightly roster cycles.

#### Particulars

The occasions in which Ms lob and Ms Kelso were rostered to work more than 76 hours in a fortnight and more than 10 days during fortnightly roster cycles are set out in Schedule B.

165I On each occasion that Ms lob, Ms Kelso or a 2014 Agreement Group Member were rostered to work more than 76 hours in a fortnight, they worked outside of their ordinary hours per fortnightly roster cycle for the purpose of clause 4.3(a) of the 2014 Agreement.

#### Particulars

- (i) By operation of clause 2.2 of the 2014 Agreement, full-time team members were engaged to work 76 hours per fortnightly cycle as their ordinary hours. By operation of clause 2.2, Ms lob (in the period in which she was employed full-time by the Respondent), Ms Kelso and full-time 2014 Agreement Group Members worked outside of their ordinary hours per fortnightly roster cycle for the purpose of 4.3(a) of the 2014 Agreement on each occasion in which they worked in excess of 76 hours in a roster cycle.
- (ii) By operation of clause 2.3 of the 2014 Agreement, contract hours for part-time workers were required to be fewer than 76 hours in a roster cycle. By operation of clause 2.3, part-time Group Members worked outside of their ordinary hours per fortnightly roster cycle for the purpose of clause 4.3(a) of the 2014

Agreement on each occasion in which they worked in excess of 76 hours in a roster cycle.

165J Further, on each occasion that Ms Iob, Ms Kelso or a 2014 Agreement Group Member were rostered to work:

- (a) more than 76 hours in a fortnight (2014 Agreement Work in excess of 76 Hours; and/or
- (b) more than 10 days during fortnightly roster cycles (2014 Agreement Work in excess of 10 days per fortnight).

they worked outside the conditions set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement (2014 Agreement Further Hours of Work Breaches).

#### Particulars

- (i) The Applicants repeat the particulars to paragraph 165I above in relation to clause 4.3(a) of the 2014 Agreement;
- (ii) Clause 4.3(d) states that a team member will not be rostered to work ordinary hours on more than 10 days during any fortnightly roster cycle.
- (iii) Clauses 4.3(a) and 4.3(d) are set out in the 'Part 4 - Hours of Work' part of the 2014 Agreement.

165L The performance of 2014 Agreement Work in excess of 76 Hours and 2014 Agreement Work in excess of 10 days per fortnight was approved by the relevant line manager prior to the performance of that work for the purposes of clause 4.6(c) of the 2014 Agreement.

#### Particulars

The rosters were created by the Regional Managers.

165M By reason of 165K and 165L, Ms Iob, Ms Kelso and 2014 Agreement Group Members who performed 2014 Agreement Work in excess of 76 Hours and 2014 Agreement Work in excess of 10 days per fortnight were

entitled to overtime in relation to the performance of 2014 Agreement Work in excess of 76 Hours and 2014 Agreement Work in excess of 10 days per fortnight.

165N In breach of clause 4.6(d) of the 2014 Agreement, the Respondent did not pay Ms Job, Ms Kelso or the relevant 2014 Agreement Group Members overtime in relation to the performance of 2014 Agreement Work in excess of 76 Hours and 2014 Agreement Work in excess of 10 days per fortnight.

165O By reason of 165N, the Respondent breached s. 50 of the FWA.

## **E. 2022 AGREEMENT**

### **E.1 Coverage and Application**

166. The Lovisa Enterprise Agreement 2022 (**2022 Agreement**):

- a. came into operation on 18 October 2022; and
- b. continues to operate during the remainder of the Relevant Period.

#### **Particulars**

The 2022 Agreement was approved by the Fair Work Commission on 11 October 2022 and came into effect on 18 October 2022 in accordance with s. 54 of the FWA. The 2022 Agreement has not been replaced by another enterprise agreement.

167. The 2022 Agreement covered and applied to Ms Kelso and the Group Members who were employed by the Respondent in the Relevant Positions during the period between 18 October 2022 and the end of the Relevant Period (**2022 Agreement Period**) for the purpose of s. 52 and s. 53 of the FWA (**2022 Agreement Group Members**).

#### **Particulars**

- (i) Clause 1.1(a) of the 2022 Agreement states that it will have application to all retail store team members of the Respondent who are classified within the 2022 Agreement.
- (ii) Part 3 of the 2022 Agreement is titled 'Wages and Classification Structure'. Clause 3.6 sets out the wage structure for each of the

positions listed in Attachment B. The Relevant Positions are listed in the 'Classification' column. They relevantly include, in relation to Ms Kelso, an Assistant Store Manager and a Store Manager B. In relation to Ms Wesley, they include a Team Member.

## **E.2 2022 Agreement Roster Breaches**

168. During the 2022 Agreement Period, the Respondent was required to draw up a roster for each fortnightly pay cycle for Ms Kelso, Ms Wesley and the 2022 Agreement Group Members who worked in the Relevant Positions.

### **Particulars**

See clause 4.2(a) of the 2022 Agreement. This fortnightly roster was to be made available 4 days in advance of the fortnightly pay period that it applied to.

169. During the 2022 Agreement Period, the Respondent drew up rosters that set out the start and finish times of each shift applicable to Ms Kelso, Ms Wesley and the 2022 Agreement Group Members that covered a period of only one week at a time.

### **Particulars**

The rosters were drawn up by the Respondent and accessed by Ms Kelso, Ms Wesley and the 2022 Agreement Group Members through the store Whatsapp channel and posted on LOLA.

170. By reason of paragraphs 168 and 169 ~~142 and 143~~ above, the Respondent breached clause 4.2(a) of the 2022 Agreement in relation to each fortnightly period in which Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were employed (**2022 Agreement Roster Breaches**).
171. By reason of the 2022 Agreement Roster Breaches, the Respondent contravened s. 50 of the FWA.

### **E.3 Unpaid Induction Training Breaches**

171A Ms Annalise Figueiredo was employed by the Respondent to work as a Team Member in the Lovisa Store in Belmont, Western-Australia in the period between in or about 17 September 2024 until in or about May 2025.<sup>3</sup>

172. During the 2022 Agreement Period, the 2022 Agreement Group Members who commenced employment with the Respondent in the 2022 Agreement Period, were required by the Respondent to complete Induction Training prior to commencing work with the Respondent in accordance with their roster.

173. As a part of the Induction Training, the 2022 Agreement Group Members who commenced employment with the Respondent in the 2022 Agreement Period, were required by the Respondent to complete Induction LOLA Modules prior to commencing in-store training.

#### **Particulars**

(i) Ms Annalise Figueiredo (Ms Figueiredo) who commenced employment with the Respondent on or about 17 September 2024 and other 2022 Agreement Group Members who commenced employment with the Respondent in the Relevant Period covered by the 2022 Agreement were required by the Respondent to complete the Induction LOLA Modules in their own time.

(ii) The New Starter Stylist Policy offered a \$40 voucher for 'completing online paperwork and [LOLA] modules'. The New Starter Stylists Policy applied to all 'store team members' who commenced employment with the Respondent from 10 November 2014.

(iii) The Respondent had a policy not to roster employees unless they completed the Induction Training (including the Induction LOLA Modules that were required to be completed prior commencing the Induction Training conducted in store).

174. The Respondent had a practice of not paying for the completion of the Induction LOLA Modules undertaken by 2022 Agreement Group Members.

#### **Particulars**

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<sup>3</sup> None of the Applicants commenced their employment in the 2022 Agreement period, such as to give rise to claim set out in Part E.3. Ms Figueiredo's circumstances are pleaded to illustrate that this is not a hypothetical claim and the practice continued to occur in the 2022 Agreement period. The claim in Part E.3 arises from the same practices as alleged in Part D.3 by the Applicants.

- (i) The Respondent did not pay an hourly rate for completing the Induction LOLA Modules prior to the commencement of the in-store training. Rather, the Respondent offered a \$40 voucher for 'completing online paperwork and [LOLA] modules' prior to commencing work with the Respondent as per the New Starter Stylist Policy. It can be inferred that this was the only form of monetary reward for completing the Induction LOLA Modules.
- (ii) As to Ms Figueiredo, further particulars will be provided following additional discovery by the Respondent as to Ms Figueiredo's LOLA completion records and other instructions given to Ms Figueiredo about the LOLA Induction Training.

175. During the 2022 Agreement Period, by reason of paragraphs 172, 173, and 174, the 2022 Agreement Group Members who commenced employment with the Respondent in the 2022 Agreement Period:

- a. were required to complete the Induction LOLA Modules over a period of approximately 3 to 5 hours in their own time, prior to commencing Induction Training in-store; and
- b. were not paid an hourly rate for doing the Induction LOLA Modules in their own time.

### **Particulars**

- (iii) Ms Figueiredo who completed the Induction LOLA Modules in her own time on or about 17 September 2024 prior to commencing in-store training with the Respondent.
- (iv) Ms Figueiredo completed the Induction LOLA Modules over a period of approximately 3 hours in her own time.
- (v) Ms Figueiredo was not paid an hourly rate for doing the Induction LOLA Modules in her own time.
- (vi) Further particulars of a sample of 2022 Agreement Group Members who commenced employment with the Respondent in the 2022 Agreement Period can be provided on request.

176. By reason of clause 3.6 of the 2022 Agreement, the 2022 Agreement Group Members who commenced employment with the Respondent in the 2022 Agreement Period were entitled to have been paid the rate specified in their

contract as 'ordinary rate of pay' per hour for completing the Induction LOLA Modules prior to commencing in-store training.

### **Particulars**

- (i) Clause 3.6 of the 2022 Agreement refers to Attachment B, which sets out the ordinary rate of pay that will be applicable from the commencement of that Enterprise Agreement.
  - (ii) On a proper construction of clause 3.6 of the 2022 Agreement and Attachment B, completing the Induction LOLA Modules constituted work for which the 2022 Agreement Group Members, who commenced employment with the Respondent in the 2022 Agreement Period, were entitled to have been paid at the hourly rate specified in their contract of employment.
177. In breach of clause 3.6 of the 2022 Agreement, the Respondent did not pay the 2022 Agreement Group Members, who commenced their employment with the Respondent in the 2022 Agreement Period, their ordinary rate of pay for the time taken to complete the Induction LOLA Modules prior to commencing the in-store training.
178. By reason of paragraphs 171A to 177, the Respondent contravened s. 50 of the FWA.

## **E.4 Overtime Breaches**

### ***E.4.1 Pre-Shift Work***

179. During the 2022 Agreement Period, the Respondent required Ms Kelso, Ms Wesley and 2022 Agreement Group Members rostered for a Lovisa Store's opening shift to have the store ready to trade prior to the store's scheduled opening time.

### **Particulars**

The Respondent refers to the particulars under paragraph 50 above.

180. During the 2022 Agreement Period, in order for the store to be ready to trade prior to its scheduled opening time, the Respondent required Ms Kelso, Ms Wesley and the 2022 Agreement Group Members to perform the following

duties set out in paragraph 51 above prior to the store's scheduled opening time (2022 Agreement Pre-Shift Work).

### Particulars

- (i) The Respondent required, amongst other matters, that 'time to shine' (morning cleaning) was undertaken before the store opened and that store layout and all promotions were up to date. The requirement was specified in the position descriptions of Ms Kelso, Ms Wesley and the 2022 Agreement Group Members.
- (ii) Some of the tasks required to be undertaken were specified in the Respondent's Opening & Closing – Team Procedure including counting the till and completing 'start of day'. Filling out the daily planner and opening the doors ready for trade.
- (iii) Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were required to attend Induction Training by the Respondent in store over a few days, during which they were instructed on the opening and closing procedure, including the requirement to undertake the 2022 Agreement Pre-Shift Work. Further particulars as to the actual Induction Training provided as to the opening and closing procedure will be provided after additional discovery by the Respondent as to the content of this training, including the substance of the LOLA modules completed.
- (iv) The requirement to undertake the 2022 Agreement Pre-Shift Work was further communicated to Ms Wesley verbally during induction training by her Store Manager and Regional Manager, Ms Arrabella Al Rashoo (~~Ms Al Rashoo~~).
- (v) The requirement to undertake the 2022 Agreement Pre-Shift Work was further communicated to Ms Kelso verbally by their Regional Managers or State Managers. Ms Kelso was required by her Regional Manager, Ms Horton, or Ms Samuel, via a verbal direction to upload a photo of the completed store diary in the store Whatsapp chat.
- (vi) Ms Kelso was also required by Ms Horton, or Ms Samuel, via a verbal direction to take photos and videos of the store and provide updates on the store Whatsapp chat.
- (vii) Further, express reminders to undertake 2022 Agreement Pre-Shift Work were posted on LOLA and the LOLA Modules completed during Induction Training contained instructions on how to complete the 2022 Agreement Pre-Shift Work.

(viii) The requirement to achieve the Lovisa Budget Targets was specified in the job descriptions of Ms Kelso, Ms Wesley, the Applicants and the 2022 Agreement Group Members:

- (a). During the 2022 Agreement Period, the Respondent set the Lovisa Budget Targets for each Lovisa Store.
- (b). A wage percentage was allocated to each store to ensure wages were maintained within a certain percentage of sales.
- (c). Key Performance Indicator Goals for Store Managers included achieving sales growth targets, add-on percentages (which refers to selling additional items for a discounted price), piercing ratios (which refers to a percentage of piercing undertaken), expense control and reduction and ensuring the completion of Ongoing LOLA Training.
- (ix) The Respondent required Regional Managers to undertake “morning calls” to ensure that the stores were ready to trade.
- (x) The 2022 Agreement Pre-Shift Work further could not be commenced when the store was open for trade as Ms Kelso, Ms Wesley and 2022 Agreement Group Members were expected to be available to serve customers during this period. Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were also required to count the till when the store was closed to ensure safety and for “loss prevention” reasons. Accordingly, there was an implicit requirement for Ms Kelso, Ms Wesley and the 2022 Agreement Group Members to undertake the 2022 Agreement Pre-Shift Work prior to the stores opened for trade.

181. The Respondent rostered Ms Kelso, Ms Wesley and 2022 Agreement Group Members to commence the store’s opening shift at the same time as when the Lovisa Store opened for trade (2022 Agreement Rostered Start Time).

### **Particulars**

The Respondent ordinarily rostered Ms Kelso, Ms Wesley and the 2022 Agreement Group Members to commence the store’s opening shift at the same time as when the store opened for trade except when the Respondent required Ms Kelso, Ms Wesley and the 2022 Agreement Group Members to undertake major changes to the floor plan or stock display. In those circumstances, Ms Kelso, Ms Wesley and 2022 Agreement Group Members were rostered to commence their shifts in advance of the store opening time.

182. Ms Kelso, Ms Wesley and the 2022 Agreement Group Members required at least 30 minutes to complete the 2022 Agreement Pre-Shift Work.

### Particulars

- (i) The Start of Day Cash Up Process involved filling out the details in the banking bag, checking details are correct and signing off, registering the till drawer on the POS system, counting all denominations of coins and notes and recording on the POS system, recounting to ensure accuracy and completing the daily cash up form and stapling all receipts to the daily cash up form.
- (ii) Morning cleaning required to be undertaken by Ms Kelso, Ms Wesley and the 2022 Agreement Group Members included wiping all mirrored surfaces, spraying and wiping all surfaces, dusting all ring trays, cleaning all areas near the POS system including under all equipment. Completing the morning cleaning required approximately 5 to 10 minutes.
- (iii) Setting up the POS system required following a procedure to unlock the system which took approximately 5 minutes.
- (iv) Completing the store diary required approximately 10 minutes and involved:
  - (i) finding the sales targets for the day, the Last Year's target (which was the target from the same time the previous year, so that a comparison could be made between the two periods) and referring to the Weekly Sales Tracker.
  - (ii) writing down the hourly targets located on the POS system.
  - (iii) calculating 'Add-On' targets (which refers to the targets required to be achieved by selling items as an 'add-on' to other products).
  - (iv) referring back to the roster and highlighting the shift times of all team members working that day and calculating each team member's 'Add-On' targets.
  - (v) calculating the piercing targets (if it is a Lovisa Store that carries out piercing).
  - (vi) signing off that 'time to shine' has been completed.
  - (vii) reviewing notices on LOLA from Regional Managers and writing down 'morning call focuses' (morning call to check the store is ready to open, and directions to be given about the day's focuses) referred to in those LOLA notices.

(viii) completing the 'refill plan' for the day and allocating a team member for each range of products.

(v) 'Actioning a Planogram', and the time taken to do this, involved the matters referred to in particular (v) in paragraph 53.

183. The rosters prepared by the Respondent did not allow Ms Kelso, Ms Wesley and the 2022 Agreement Group Members sufficient time to undertake the 2022 Agreement Pre-Shift Work.

#### **Particulars**

(i) Ms Kelso and Ms Wesley refer to and repeat paragraph 181.

(ii) By reason of paragraphs 180 and 182 and the particulars thereunder, the 2022 Agreement Pre-Shift Work could not be completed within the rostered hours of work.

184. By reason of paragraphs 179 to 183, Ms Kelso, Ms Wesley and the 2022 Agreement Group Members rostered for the store's opening shift were required to attend each of those shifts 15 to 30 minutes prior to the start time specified in the roster to perform the 2022 Agreement Pre-Shift Work (**2022 Agreement Pre-Shift Period**).

185. Ms Kelso, Ms Wesley, and the 2022 Agreement Group Members rostered for the store's opening shift therefore attended each of those shifts 15 to 30 minutes prior to their 2022 Rostered Start Time to commence the 2022 Agreement Pre-Shift Work.

#### **Particulars**

Estimates of time that Ms Kelso and Ms Wesley attended their shifts prior to the rostered hours of work are in column E of Schedule A. Further particulars will be provided following further discovery by the Respondent of the store rosters and store trading hours of the Lovisa Stores in which Ms Kelso and Ms Wesley worked.

186. ~~During the 2022 Agreement Period, for any rostered shifts that commenced at the same time as the relevant Lovisa Store opened for trade, the Respondent required Ms Kelso, Ms Wesley and the 2022 Agreement Group Members to~~

attend each shift for between 15 to 30 minutes prior to the start time specified in the roster (**2022 Agreement Pre-Shift Period**).

### Particulars

- (i) ~~The Applicants refer to the particulars under paragraphs 47 and 48 above as it relates to Ms Kelso and Ms Wesley.~~
- (ii) ~~The amount of time that Ms Kelso, Ms Wesley or the Group Members attended prior to the rostered start time depended on the particular Applicant or Group Member and the Lovisa Store that they worked at in that particular time.~~
- (iii) ~~The requirement to undertake the tasks specified in paragraph 147 below was further communicated to Ms Kelso and Ms Wesley verbally by their managers. Further, express reminders to undertake these tasks were posted on LOLA.~~
- (iv) ~~Ms Kelso also received a document titled 'Assistant Store Manager Position Description and Key Measures' and a document titled 'Store Manager Job Description' annexed to her contract of employment with the Respondent dated 15 September 2022 and 30 December 2022 respectively. These job descriptions relevantly required her to undertake 'time to shine' (morning cleaning), ensure the store is always clean and tidy for customers, track sales hourly using the store diary and ensure that sale set ups are completed as per sale guidelines and on time.~~
- (v) ~~Ms Kelso was required by her Regional Manager, Ms Horton, or State Manager, Ms Linda Samuel (**Ms Samuel**), via a verbal direction to upload a photo of the completed store diary in the store Whatsapp chat.~~
- (vi) ~~Ms Kelso was also required by Ms Horton, or Ms Samuel, via a verbal direction to take photos and videos of the store and provide updates on the store Whatsapp chat.~~
- (vii) ~~Ms Wesley was required by a verbal direction given to her by her Regional Manager, Ms Saracho, to undertake the work referred to in paragraph 147 below. The Regional Manager called Ms Wesley on each occasion to confirm the work referred to in paragraph 147 was completed within the first few minutes of commencing her shift.~~
- (viii) ~~Some Regional Managers also conducted random audits to ensure completion of the work referred to in paragraph 147 below.~~

187. ~~During the 2022 Agreement Pre-Shift Period, the Respondent required Ms Kelso and the 2022 Agreement Group Members to perform the following duties:~~
- ~~a. count the cash in the till (register);~~
  - ~~b. ensure the store is neat and tidy;~~
  - ~~c. set up the Respondent's point of sales system; and~~
  - ~~d. write down the Lovisa Budget Targets in the store diary for the day.~~

~~(2022 Agreement Pre-Shift Work).~~

#### **Particulars**

~~The Applicants refer to the particulars under paragraph 146 above. In relation to the Lovisa Budget Targets, the Applicants refer to paragraph 48 above.~~

#### **E.4.2 Post-Shift Work**

188. During the 2022 Agreement Period, the Respondent required Ms Kelso, Ms Wesley and 2022 Agreement Group Members rostered for the Lovisa Store's closing shift to continue the store trading until the scheduled closing time or until the last of the customers had been served (whichever was the later).

#### **Particulars**

- (i) The Respondent's Opening and Closing – Team Procedure states that: 'Expectations are that stores close only AFTER the last customer leaves the store and NOT before closing time'.
  - (ii) Further particulars may be provided following additional discovery by the Respondent about the store trading hours in respect of Ms Kelso and Ms Wesley.
189. During the 2022 Agreement Period, the Respondent required Ms Kelso, Ms Wesley and the 2022 Agreement Group Members who were rostered for the closing shift of the Lovisa Store to perform the duties set out in paragraph 58 above (2022 Agreement Post-Shift Work).

#### **Particulars**

- (i) The 2022 Agreement Post-Shift Work could not be completed until the Lovisa Store was closed for trade as Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were required to be available to serve customers during trading hours. Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were required by the Respondent to wait until the Lovisa Store was closed to count the till to ensure 'loss prevention' and safety.
- (ii) The requirements in (a), (b), (c), (g) and (i) of paragraph 58 are contained in the Respondent's Opening and Closing – Team Procedure.
- (iii) The requirements in (a) to (d), (f) to (g) and (i) of paragraph 58 were also contained in the LOLA modules required to be completed by Ms Kelso, Ms Wesley and the 2022 Agreement Group Members as a part of Induction Training.
- (iv) The requirement in (e) of paragraph 58 is contained in the position descriptions of Ms Kelso, Ms Wesley, ~~the Applicants~~ and the 2022 Agreement Group members. The job descriptions or position descriptions of Ms Kelso, Ms Wesley and the 2022 Agreement Group Members required them, amongst other matters, to undertake end of day merchandising, achieve Lovisa Budget Targets and ensure the store was clean.
- (v) The requirements in (a) to (f) of paragraph 58 were further communicated to Ms Kelso and Ms Wesley during Induction Training and 'on the job' training by their managers. In case of Ms Wesley, the requirement was communicated to her by Ms Al Rashoo. In case of Ms Kelso, the requirement was communicated to her by Ms Horton.
- (vi) Ms Kelso's Regional Manager, (Ms Horton) required Store Managers and Assistant Store Managers to post photos and videos of the store into the store Whatsapp chat to monitor compliance with these tasks.
- (vii) As to (h) of paragraph 58, the requirement was reflected in the following employment practices engaged in, or the following directions issued by, the Respondent:
  - a. If Ms Kelso, Ms Wesley or the 2022 Agreement Group Members did not meet the Lovisa Budget Targets, a Regional Manager employed by the Respondent would question the Store Manager why the targets were not met. The Regional Managers' eligibility for bonuses depended on the stores for which they were responsible for meeting Lovisa Budget Targets. As a result, the Regional Managers exerted pressure on Store Managers and Assistant Store Managers to meet Lovisa Budget Targets.

Further, Store Manager and Assistant Store Manager position descriptions required Store Managers to meet key performance indicators and challenge team members to achieve key performance indicators.

- b. Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were required to read the Lovisa Budget Targets for the day at the start of each day and record this in the store diary. The requirement to track sales hourly in the store diary was communicated to the 2022 Agreement Group Members through their position descriptions setting out responsibilities.
- c. At the end of the day, Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were required to calculate if the Lovisa Budget Targets had been met and record the outcome in the store diary and the store computer system.
- d. The Respondent awarded prizes to Lovisa Stores achieving the most Lovisa Budget Targets.

These practices created an expectation, culture and/or pressure for Ms Kelso, Ms Wesley and the 2022 Agreement Group Members to keep the store open after its scheduled closing time (and after the rostered end time) to continue making sales to meet and/or exceed Lovisa Budget Targets if customers were around the store when the store was due to be closed.

190. The Respondent rostered Ms Kelso, Ms Wesley and the 2022 Agreement Group Members, to complete the store's closing shift at the same time as when the Lovisa Store was due to close or no more than 15 minutes after the Lovisa Store was due to close for trade (2022 Agreement Rostered Finish Time).

#### **Particulars**

- (i) The Respondent's Employee Manual states that the employees will be rostered 15 minutes after the store is closed.
  - (ii) Ms Kelso and Ms Wesley's rostered hours are set out in columns C and D of Schedule A. Further particulars will be provided following additional discovery by the Respondent as to the store opening hours and store rosters.
191. Ms Kelso, Ms Wesley and the 2022 Agreement Group Members required at least 30 to 60 minutes to complete the 2022 Agreement Post-Shift Work after the Lovisa Store closed for trade.

## Particulars

- (i) The Applicants refer to the particular (i) in paragraph 58 above. Accordingly, there was an implicit requirement for Ms Kelso, Ms Wesley and the 2022 Agreement Group Members to undertake the 2022 Agreement Post-Shift Work after the Lovisa Store closed for trade.
- (ii) The 2022 Agreement Post-Shift Work as specified in paragraph 58 (b) to (d) involved filling out the banking bag, cheque book and banking register at the back of the diary, counting all denominations of coins and notes and recording on the POS system, recounting the till to ensure accuracy, removing the amounts that are required for banking until the specified 'float amount' is available in the till and updating the POS system in the process, completing the POS report, filling and sealing the banking bag and completing the forms on the outside of it, filling the store diary, writing a breakdown of the content in the banking bag and the contents remaining in the till in the daily cash up form and stapling the completed daily cash up form together with the receipts. Balancing the till took approximately 10 to 15 minutes to complete depending on whether there were any discrepancies. Completing the banking required approximately 5 to 10 minutes.
- (iii) The 2022 Agreement Post-Shift Work as specified in paragraph 58 (e) were often commenced during the last few minutes of the trading hours and included ensuring each fixture was appropriately placed and straightening all the products and ensuring the store was neat and tidy. If sweeping and mopping the floor was undertaken, it was required to be done after the store was closed so as not to disrupt customers and would take approximately 10 to 15 minutes.
- (iv) The 2022 Agreement Post-Shift Work as specified in paragraph 58 (f) to (g) involved completing the end of day figures in a table that tracked the monthly growth target and the weekly growth target and recording figures against the key performance indicators (which included calculating and recording the average transaction value for the day, average items per sale for the day, 'Add On' percentages and piercing percentages) and 'operational measures' (which included the rostered hours of work undertaken by team members, percentage of customers tracked against the percentage of customers from the previous year, recording any cash up variance following POS procedure and a recording the number of boxes of replenishment remaining). Completing the end of the day figures required approximately 10 to 15 minutes.
- (v) The 2022 Agreement Post-Shift Work as specified in paragraph 58 (i) involved ensuring that all keys including (store keys, prong lock keys,

and any other store related key) are secured in the safe, setting the alarm, and ensuring the store is secured. These tasks took approximately 2 to 5 minutes.

192. The rosters prepared by the Respondent did not allow Ms Kelso, Ms Wesley and the 2022 Agreement Group Members sufficient time to undertake the 2022 Agreement Post-Shift Work.

#### **Particulars**

- (i) Ms Kelso and Ms Wesley repeats paragraph 190.
- (ii) By reason of paragraphs 189 and 191 and particulars to those paragraph above, the 2022 Agreement Post-Shift Work could not be completed within their rostered hours of work prior to the Lovisa Store closing for trade.
193. By reason of paragraphs 188 to 192, Ms Kelso, Ms Wesley and the 2022 Agreement Group Members who were rostered for the Lovisa Store's closing shift were required to remain undertaking work for the Respondent 15 to 60 minutes after the 2022 Agreement Rostered Finish Time.
194. Ms Kelso, Ms Wesley and the 2022 Agreement Group Members rostered for the Lovisa Store's closing shift remained at the Lovisa Store 15 to 60 minutes after 2022 Agreement Rostered Finish Time.

#### **Particulars**

- Estimates of time that Ms Kelso and Ms Wesley remained in their shifts after the rostered hours of work are in column F of Schedule A. Further particulars will be provided following discovery of the store rosters and trading hours of the Lovisa Stores in which Ms Wesley and Ms Kelso worked.
195. ~~During the 2022 Agreement Period, for any rostered shift that ended at the same time as, or after, the relevant Lovisa Store closed for trade, the Respondent required Ms Kelso, Ms Wesley and the 2022 Agreement Group Members to remain in each Lovisa Store for between 15 to 60 minutes after the finish time that was specified in the roster (2022 Agreement Post-Shift Period).~~

#### **Particulars**

- ~~(i) The Applicants refer to the particulars under paragraphs 49 and 50 above as it relates to Ms Kelso and Ms Wesley.~~
- ~~(ii) In circumstances where the rostered shift ended after the relevant store closed for trade, the completion of the tasks outlined in paragraph 149 below still required those relevant 2022 Agreement Group Members to remain in store after the rostered finish time.~~
- ~~(iii) The amount of time that Ms Kelso, Ms Wesley or the Group Members stayed back after the rostered finish time depended on the particular Applicant or Group Member and the Lovisa Store that they worked at in that particular time.~~
- ~~(iv) As to the way in which the requirement was communicated, see the particulars under paragraph 149 below.~~

196. ~~During the 2022 Agreement Post-Shift Period, the Respondent required Ms Kelso, Ms Wesley and the 2022 Agreement Group Members to perform some or all of the following duties:~~

- ~~a. ensure that any customers remaining in the store were served;~~
- ~~b. balance the till (register);~~
- ~~c. place the banking bag in the safe;~~
- ~~d. complete the point of sale report;~~
- ~~e. sweep and mop the floors and otherwise ensure that the Lovisa Store was neat and tidy;~~
- ~~f. calculate and record if the Lovisa Budget Targets were met; and~~
- ~~g. keep the store open to make more sales to achieve the Lovisa Budget Targets.~~

~~(2022 Agreement Post-Shift Work).~~

#### **Particulars**

- ~~(i) The Applicants refer to the particulars under paragraphs 49 and 50 above as it relates to Ms Kelso and Ms Wesley.~~
- ~~(ii) Ms Kelso's job descriptions relevantly required her to undertake 'recovery' (end of day merchandising) daily, deliver a clean store and a well merchandised store, achieve Lovisa Budget Targets and~~

~~ensure that signage/ all promotions were up to date. In relation to the requirement to meet Lovisa Budget Targets, the Applicants further refer to particulars in paragraph 50 above.~~

~~(iii) Ms Kelso was required by Ms Horton, to upload a photo of the completed store diary in the store Whatsapp chat. Ms Kelso was also required by Ms Horton to take photos and videos of the store and provide updates on the store Whatsapp chat.~~

~~(iv) Ms Wesley was required by her Store Managers and Regional Manager (Ms Saracho) to undertake the tasks referred to in paragraph 149 above. It was necessary for Ms Wesley to work additional time after the end of her shift specified in her roster to comply with the requirement to perform the work referred to in paragraph 149 above.~~

### ***E.4.3 Additional Managerial Work on Rostered Days Off***

197. During the 2022 Agreement Period, the Respondent required Ms Kelso, and the 2022 Agreement Group Members who were performing the role of a Store Manager or an Assistant Store Manager (**2022 Agreement Managers**) to be available to assist team members to perform duties for an average of one to two hours per week on days, or during times, in which they were not rostered to work (2022 Agreement Additional Managerial Work).

#### **Particulars**

~~(i) The performance of the 2022 Agreement Additional Managerial Work was required in order to undertake the duties set out in paragraph 151 below, which were expected or required by the Respondent to be performed.~~

~~(ii) Team management expectations were~~ The requirement was communicated to some Store Managers and Assistant Store Managers in a job description or a position description attached to their contracts of employment with the Respondent. This created an expectation for 2022 Agreement Managers to be available to answer calls and text messages from team members on their rostered days off.

~~(iii) The 2022 Agreement Managers attended Induction Training where they received training on ensuring that the team met expectations on the Store Manager or the Assistant Store Manager's days off. This created an expectation to be available to assist team members on their days off.~~

(iv) In accordance with Security Manual only authorised employees could hold a key to the Lovisa Store. The 2022 Agreement Managers were such authorised employees and therefore, ~~was~~ were expected to be available to facilitate access to the relevant Lovisa Store if required.

(v) Job descriptions or position descriptions of Store Managers and Assistant Store Managers (including that of Ms Kelso) ~~Ms Kelso's job description~~ relevantly required her ~~her~~ them to coach and support team members, which created an expectation in the context of the matters described at particulars (i)-(iv) above, for the Store Managers and Assistant Store Managers to be available to assist team members on their ~~her~~ rostered days off.

198. The 2022 Agreement Additional Managerial Work that the Respondent required performed by Ms Kelso, and the 2022 Agreement Managers, (including Ms Kelso) to perform during the 2022 Agreement Period included the following duties:

- a. answering phone calls from team members rostered on in the particular 2022 Agreement Manager's designated Lovisa Stores requiring assistance;
- b. resolving conflicts between team members;
- c. attending 'call outs' if a team member did not have access to the particular 2022 Agreement Manager's designated Lovisa Store;
- d. arranging staff members to cover shifts when some staff members were unable to attend their shifts; and
- e. reporting any changes in shifts resulting from staff unavailability to the Respondent's relevant Regional Manager.

199. During the 2022 Agreement Period, Ms Kelso and the 2022 Agreement Group Members performed the duties referred to in paragraph 198 above on their rostered days off over a period of 1 to 2 hours per week.

#### ***E4.4 Training Outside of Rostered Hours***

200. During the 2022 Agreement Period, the Respondent required Ms Kelso, Ms Wesley and the 2022 Agreement Group Members to ~~undertake training from~~

~~time to time~~ complete Ongoing LOLA Training outside of their rostered hours of work (**2022 Agreement Training Outside of Rostered Hours**).

### Particulars

- (i) Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were required to undertake Ongoing LOLA Training from time to time when additional training became available.
- ~~(ii) LOLA Training was required to be undertaken outside of Ms Kelso, Ms Wesley and the 2022 Agreement Group Members' rostered hours of work as the Respondent did not allocate any paid time within their rosters to complete the LOLA Training.~~
- (iii) ~~The requirement in (i) and (ii) were communicated to undertake~~ Ongoing LOLA Training was further communicated to Ms Kelso and Ms Wesley and some 2022 Agreement Group Members orally by their managers. In case of Ms Kelso, the requirement was communicated by Ms Horton. In case of Ms Wesley, the requirement was communicated to her by Ms Sarache Al Rashoo.
- (iv) ~~Some~~ The 2022 Agreement Group Members were provided with job descriptions or position descriptions in writing which required completing the Ongoing LOLA Training as they arose.
- (v) ~~Some~~ Store Managers and Assistant Store Managers were provided with job descriptions or position descriptions in writing that required them to achieve a target percentage of Ongoing LOLA Training completed by team members in their stores (those team members also being 2022 Agreement Group Members).
- (vi) Ms Kelso's job description or position description ~~s~~ relevantly required her to ensure all team members have completed their Ongoing LOLA Training and maintain a 90%+ LOLA completion rate. Ms Wesley's position description relevantly required her to have completed 90% of the Ongoing LOLA training.

201. The Respondent did not allocate any paid time within the roster of Ms Kelso, Ms Wesley or the 2022 Agreement Group Members to complete the Ongoing LOLA Training.

202. By reason of paragraphs 200 and 201, Ongoing LOLA Training was required to be undertaken outside of Ms Kelso, Ms Wesley and the 2022 Agreement Group Members' rostered hours of work.

### Particulars

- (i) Between the 2022 Agreement Rostered Start Time and 2022 Agreement Rostered Finish Time, Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were required to be available to serve customers, monitor sales performance, undertake tasks related to merchandising and product management as described in their position descriptions. There was no specific time allocated in that period to undertake Ongoing LOLA Training, nor was there time to undertake Ongoing LOLA Training even without a designated time during the period the store was open.
- (ii) The Respondent monitored the LOLA training completed by Ms Kelso, Ms Wesley and the 2022 Agreement Group Members and followed up with Store Managers and/or Assistant Store Managers regarding the completion of LOLA Training.
- (iii) By reason of (i) and (ii) above, Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were required to complete the LOLA Training outside of the rostered hours.

203. Ms Kelso, Ms Wesley and the 2022 Agreement Group Members completed the LOLA Training outside of their rostered hours.

#### **Particulars**

Further particulars in respect of the Applicants will be provided on request subject to further discovery by the Respondent of the LOLA Training Modules completed.

#### ***E.4.5 Unpaid Meal Breaks***

~~204. During the 2022 Agreement Period, Ms Kelso, Ms Wesley and some 2022 Agreement Group Members worked shifts that were more than 5 hours up to 9 hours, or more than 9 hours, in a shift.~~

#### **Particulars**

- ~~(i) Ms Kelso worked the shifts as specified in paragraph 25 above. Further particulars will be provided after the discovery by the Respondent of Ms Kelso's rosters.~~
- ~~(ii) Ms Wesley worked the hours as specified in paragraph 30 above. Further particulars will be provided after the discovery by the Respondent of Ms Wesley's rosters.~~

205. By reason of clause 4.6(a) of the 2022 Agreement, Ms Kelso, Ms Wesley and the 2022 Agreement Group Members who worked:

- a. more than 5 hours up to 9 hours in a shift, during the 2022 Agreement Period were entitled to one 45-minute unpaid meal break; or
- b. more than 9 hours in a shift during the 2022 Agreement Period were entitled to two 45-minute unpaid meal breaks.

206. During the 2022 Agreement Period, Ms Kelso, Ms Wesley and some 2022 Agreement Group Members (who were entitled to a meal break for that shift) were required to, and did in fact work during some or all of their unpaid meal breaks.

who worked:

- ~~a. more than 5 hours up to 9 hours in a shift did not receive a 45-minute unpaid meal break and were required to work during that period; and/or~~
- ~~b. more than 9 hours in a shift did not receive two 45-minute unpaid meal breaks and were required to work during that period~~

### **Particulars**

~~The Applicants refer to particulars in paragraph (i) below.~~

- (i) The Respondent's Security Manual required the Lovisa Stores to be attended during all trade hours. Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were rostered on their own on some occasions and therefore were not able to leave the Lovisa Store such that there was no one available to attend to customers so as to be able to take their unpaid meal break. Further particulars will be provided after additional discovery by the Respondent of the store rosters of the Applicants.
- (ii) When the Applicants and the 2022 Agreement Group Members were not rostered alone, they were also required to be 'on call' to assist customers during their unpaid meal breaks. The extent to which the Applicants and the 2022 Agreement Group Members were called to assist during their unpaid meal breaks while 'on call' differed as follows:
  - d. Throughout the 2022 Agreement Period, Ms Kelso was frequently required to assist customers for approximately 10 to 20 minutes during her unpaid meal break.

e. Ms Wesley frequently had interrupted unpaid meal breaks as she was asked to provide assistance to other staff while on her break.

(iii) The requirement to be available during unpaid meal breaks was further communicated in the job descriptions and position descriptions of the Applicants and the 2022 Agreement Group Members. These documents required them to ensure 'exceptional customer experience' and therefore be available to assist as and when needed. This created an expectation for the Applicants and the 2022 Agreement Group Members to be available to assist customers during their unpaid meal breaks, as there were frequently inadequate staffing resources in the store to meet customer demand.

(iv) The Applicants also refer to particulars under paragraphs 51 and 58 above regarding the requirement to meet Lovisa Budget Targets.

207. In the alternative, during ~~During~~ the 2022 Agreement Period, Ms Kelso, Ms Wesley and the 2022 Agreement Group Members (who were entitled to meal breaks for that shift) were required to be on call and therefore worked without receiving their entitlements to a meal break ("work" as referred to in paragraphs 206 and (i) are collectively defined as **2022 Agreement Work During Meal Breaks**).

### Particulars

The Applicants repeat particulars (i) and (ii) of paragraph 206 above and further say that by reason of being required to work and/or be 'on call', the Applicants and the Group Members did not receive unpaid meal breaks.

~~(i) The Respondent's Security Manual required the Lovisa Stores to be attended during all trade hours. Ms Kelso and Ms Wesley were rostered on their own on some occasions and therefore was not able to leave the Lovisa Store unattended. Further particulars will be provided after additional discovery by the Respondent.~~

~~(ii) When the Applicants and the 2022 Agreement Group Members were not rostered alone, they were also required to be 'on call' to assist customers during their unpaid meal breaks. The extent to which the Applicants and the 2022 Agreement Group Members were called to assist during their unpaid meal breaks differed as follows:~~

~~(a) Throughout the 2022 Agreement Period, Ms Kelso was required to assist customers for approximately 10 to 20 minutes of her unpaid meal break. received an unpaid meal break that was~~

approximately 20-30 minutes long. Ms Kelso was required to be 'on-call' to serve customers.

~~(b) Ms Wesley consistently had interrupted unpaid meal breaks as she was asked to provide assistance to other staff while on her break.~~

~~(iii) The requirement not to take to be available during unpaid meal breaks was further communicated in Ms Kelso's the job descriptions and position descriptions of Ms Kelso, Ms Wesley and the 2022 Agreement Group Members which required her them to ensure 'exceptional customer experience' and therefore be available to assist as and when needed. This created an expectation for Ms Kelso, Ms Wesley and the 2022 Agreement Group Members to be available to assist customers during her their meal breaks as there were frequently was inadequate staffing resources in the store to meet customer demand.~~

~~(iv) Ms Wesley had interrupted unpaid meal breaks as she was asked to provide assistance to other staff while on her break. Ms Wesley was asked and expected to be available to assist customers as and when needed.~~

~~(v) The Applicants also refer to particulars contained in paragraphs 48 and 50 180 and 189 above regarding the requirement to meet Lovisa Budget Targets.~~

~~(vi) Further particulars may be provided following discovery.~~

208. During the 2022 Agreement Period, the Respondent deducted time in respect of unpaid meal breaks from Ms Kelso, Ms Wesley and the 2022 Agreement Group Members (who were entitled to a meal break for that shift) from their rostered hours of work, regardless of whether any time was taken for an unpaid meal break.

### Particulars

(i) The rostered hours worked by Ms Kelso and Ms Wesley are in columns C and D of Schedule A. Ms Kelso and Ms Wesley were paid an amount in respect of rostered hours less any time allocated towards an unpaid meal break, regardless of whether the unpaid meal break was taken.

(ii) Estimates of the hours worked by Ms Kelso and Ms Wesley or they were required to be available during unpaid meal breaks are in Schedule A.

- (iii) Further particulars will be provided after additional discovery by the Respondent, including discovery of the relevant Lovisa Store rosters, which would indicate when Ms Kelso and Ms Wesley were rostered alone.

#### **E.4.6 Paid Rest Breaks**

209. ~~During the 2022 Agreement Period, Ms Kelso, Ms Wesley and some 2022 Agreement Group Members worked shifts that were more than 4 hours up to 9 hours in a shift, or more than 9 hours in a shift.~~

#### **Particulars**

- ~~(i) Ms Kelso worked the shifts as specified in paragraph 25 above. Further particulars will be provided after the discovery by the Respondent of Ms Kelso's rosters.~~
- ~~(ii) Ms Wesley worked the hours as specified in paragraph 30 above. Further particulars will be provided after the discovery by the Respondent of Ms Wesley's rosters.~~

210. By reason of clause 4.6(a) of the 2022 Agreement, Ms Kelso, Ms Wesley and the 2022 Agreement Group Members who worked:

- a. more than 4 hours but less than 7 hours in a shift during the 2022 Agreement Period, were entitled to a 10-minute paid break; or
- b. more than 7 hours up to 9 hours in a shift, or more than 9 hours in a shift during the 2022 Agreement Period, were entitled to two 10-minute paid breaks.

211. During the 2022 Agreement Period, Ms Kelso, Ms Wesley the Applicants and some 2022 Agreement Group Members who were entitled to paid rest breaks for that shift were required to work during their paid rest break, and did in fact work during some or all of their paid rest breaks.

~~who worked:~~

- ~~(ii) more than 4 hours up to 7 hours in a shift did not always receive a 10-minute paid rest break and were required to work in that time; and/or~~

(iii) 7 hours up to 9 hours in a shift, or more than 9 hours in a shift did not always receive two 10-minute paid rest breaks, and were required to work in that time

### **Particulars**

~~The Applicants refer to particulars in paragraph 212 below.~~

- ~~(i) The Respondent's Security Manual required the Lovisa Stores to be attended during all trade hours. Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were rostered on their own on some occasions and therefore were not able to leave the Lovisa Store such that there was no one available to attend to customers so as to be able to take their paid rest breaks. Further particulars will be provided after additional discovery by the Respondent of the store rosters of the Applicants.~~
- ~~(ii) When the Applicants and the 2022 Agreement Group Members were not rostered alone, they were also required to be 'on call' to assist customers during their paid rest breaks. The extent to which the Applicants and the 2022 Agreement Group Members were called to assist during their paid rest breaks while 'on call' differed as follows:~~
  - ~~(a) Ms Kelso rarely received paid rest breaks as she was required to be available to serve customers during her rest breaks.~~
  - ~~(b) Ms Wesley did not receive her paid rest breaks. If Ms Wesley was not rostered on her own, she was rostered with junior staff members who required support and assistance.~~
- ~~(iii) The requirement to be available during paid rest breaks was further communicated in the job descriptions and position descriptions of the Applicants and the 2022 Agreement Group Members. These documents required them to ensure 'exceptional customer experience' and therefore be available to assist as and when needed. This created an expectation for the Applicants and the 2022 Agreement Group Members to be available to assist customers during their paid rest breaks, as there were frequently inadequate staffing resources in the store to meet customer demand.~~
- ~~(iv) The Applicants also refer to particulars under paragraphs 51 and 58 above regarding the requirement to meet Lovisa Budget Targets.~~
- ~~(i) Ms Wesley did not receive some of her paid rest breaks as she was often rostered on her own. Ms Wesley was required to keep the store open. As there were no other team members present, Ms Wesley was required to be available to serve customers during her rest breaks.~~

212. In the alternative, during During the 2022 Agreement Period, Ms Kelso, Ms Wesley and the 2022 Agreement Group Members (who were entitled to one or more rest breaks for that shift) were required to be on-call during their rest breaks and worked without receiving their entitlements to a rest break (“work” as referred to in paragraphs 211 and 212 are collectively defined as 2022 Agreement Work During Rest Breaks).

### Particulars

The Applicants repeat particulars (i) and (ii) of paragraph 211 above and further say that by reason of being required to work and/or be ‘on call’, the Applicants and the Group Members did not receive paid rest breaks.

- ~~(i) The Respondent’s Security Manual required the Lovisa Stores to be attended during all trade hours. Ms Kelso, and Ms Wesley were rostered on their own on some occasions and therefore was not able to leave the Lovisa Store unattended to take their paid rest breaks. Further particulars will be provided after additional discovery by the Respondent of the store rosters of Ms Kelso and Ms Wesley.~~
- ~~(ii) When Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were not rostered alone, they were required to be ‘on call’ to assist customers during their paid rest breaks. The extent to which Ms Kelso, Ms Wesley and the 2022 Agreement Group Members were called to assist during their unpaid meal breaks differed:~~
- ~~a. Ms Kelso rarely received paid rest breaks as she was required to be available to serve customers during her rest breaks.~~
- ~~b. Ms Wesley did not receive some of her paid rest breaks as she was often rostered with junior staff who required assistance with customers on her own. Ms Wesley was required to keep the store open. As there were no other team members present, Ms Wesley was required to be available to serve customers during her rest breaks.~~
- ~~(iii) The requirement was further communicated in Ms Kelso’s j Job descriptions or position descriptions of Ms Kelso, Ms Wesley and 2022 Agreement Group Members as a manager which required her to required them to ensure ‘exceptional customer experience’ and therefore be available to assist as and when needed. This created an expectation for these employees to be available to assist customers during their paid rest breaks as there was frequently inadequate staffing resources.~~

~~(iv) Ms Wesley did not receive some of her paid rest breaks as she was often rostered on her own. Ms Wesley was required to keep the store open. As there were no other team members present, Ms Wesley was required to be available to serve customers during her rest breaks.~~

~~(v) The Applicants also refer to particulars contained in paragraphs 48 and 50 ~~180 and 189~~ regarding the requirement to meet Lovisa Budget Targets.~~

~~(vi) Further particulars may be provided following discovery of store rosters and training provided to Applicants and Group Members.~~

213. During the 2022 Agreement Period, the Respondent paid the Applicants and the 2022 Agreement Group Members (who were entitled to paid rest breaks) their ordinary hourly rate of pay, regardless of whether a rest break was taken by them.

### **Particulars**

The rostered hours worked by Ms Kelso and Ms Wesley are in columns C and D of Schedule A. Estimates of the hours worked by Ms Kelso and Ms Wesley during paid rest breaks are in column H of Schedule A. Further particulars will be provided after additional discovery by the Respondent, including discovery of the relevant Lovisa Store rosters, which would indicate when Ms Kelso and Ms Wesley were rostered alone.

## **E.5 Failure to pay overtime**

### ***E.5.1 2022 Agreement Pre-Shift Work (Part-Time)***

214. Ms Wesley (during the period in which her part-time employment was covered by the 2022 Agreement) and 2022 Agreement Group Members who were employed part-time by the Respondent (**Part-Time 2022 Agreement Period Group Members**) worked:

- a. outside of their roster conditions for the purposes of clause 4.5(a)(ii) of the 2022 Agreement on each day in which they performed the 2022 Agreement Pre-Shift Work before their 2022 Agreement Rostered Start Time; and/or
- b. in excess of the regular pattern of work and/or their ordinary hours of work per fortnightly roster cycle for the purposes of clause 4.5(a)(ii) of

the 2022 Agreement on each day in which they performed the 2022 Agreement Pre-Shift Work before their 2022 Agreement Rostered Start Time.

### Particulars

- (i) In relation to subparagraph (a) above, the 2022 Agreement Pre-Shift Work performed before their 2022 Agreement Rostered Start Time was outside of the roster conditions because it constituted work performed prior to the rostered start time by Ms Wesley and the Part-Time 2022 Agreement Group Members (clause 4.2(b) of the 2022 Agreement).
- (ii) In relation to subparagraph (b), the 2022 Agreement Pre-Shift Work performed before their 2022 Agreement Rostered Start Time was in excess of the agreed pattern of work (clause 2.3(a) of the 2022 Agreement) and ~~her~~the ordinary hours of work because it was in excess of the ordinary hours per fortnightly roster cycle.
- (iii) Particulars of Ms Wesley's rostered hours are in Schedule A.

215. By reason of paragraph 214 ~~159~~ above, Ms Wesley and the Part-Time 2022 Agreement ~~Period~~-Group Members were entitled to overtime in relation to the performance of the 2022 Agreement Pre-Shift Work undertaken before their 2022 Agreement Rostered Start Time in accordance with clause 4.5(b)(i) of the 2022 Agreement.

216. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Wesley, or the Part-Time 2022 Agreement ~~Period~~-Group Members who performed 2022 Agreement Pre-Shift Work before their 2022 Agreement Rostered Start Time, overtime in respect of their performance of the 2022 Agreement Pre-Shift Work, in each fortnight in which those employees worked.

217. By reason of paragraphs 214 to 216 ~~159 to 161~~ above, the Respondent breached s. 50 of the FWA.

#### ***E.5.2 2022 Agreement Pre-Shift Work (Full-Time)***

218. Ms Kelso (during the period in which her full-time employment was covered by the 2022 Agreement) and 2022 Agreement Group Members employed by the Respondent full-time (**Full-Time 2022 Agreement ~~Period~~-Group Members**) worked:

- a. outside of their rostered conditions for the purposes of clause 4.5(a)(i) of the 2022 Agreement on each day in which they performed the 2022 Agreement Pre-Shift Work before their 2022 Agreement Rostered Start Time; and/or
- b. in excess of their 76 ordinary hours per fortnight for the purposes of clause 4.5(a)(i) of the 2022 Agreement by reason of them performing the 2022 Agreement Pre-Shift Work before their 2022 Agreement Rostered Start Time.

### Particulars

- (i) In relation to subparagraph (a) above, the 2022 Agreement Pre-Shift Work performed before the 2022 Agreement Rostered Start Time was outside the roster conditions of Ms Kelso and Full-Time 2022 Agreement Group Members who performed that work ~~—s roster conditions~~ because it constituted work performed before her ~~her~~ their rostered start time (clauses 4.2(b) of the 2022 Agreement).
  - (ii) In relation to subparagraph (b), a full-time employee of the Respondent was one who worked 76 hours per fortnight as their ordinary hours (clauses 2.2 and 4.3(a) of the 2022 Agreement). The performance of the 2022 Agreement Pre-Shift Work before their 2022 Agreement Rostered Start Time meant that Ms Kelso, and Full-Time 2022 Agreement Group Members who performed that work, worked more than 76 hours per fortnight and therefore in excess of their ~~her~~ ordinary hours.
  - (iii) Further particulars in respect of Ms Kelso's rostered hours are at Schedule A. ~~will be provided after discovery of Ms Kelso's rosters.~~
219. By reason of paragraph 218 ~~463~~ above, Ms Kelso, and the Full-Time 2022 Agreement ~~Period~~ Group Members who performed the 2022 Agreement Pre-Shift Work before their 2022 Agreement Rostered Start Time, were entitled to overtime in relation to the performance of the 2022 Agreement Pre-Shift Work before their 2022 Agreement Rostered Start Time in accordance with clause 4.5(b)(i) of the 2022 Agreement.
220. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Kelso, or the Full-Time 2022 Agreement ~~Period~~ Group Members who performed the 2022 Agreement Pre-Shift Work before their 2022 Agreement Rostered Start Time, overtime in respect of the 2022 Agreement Pre-Shift Work

undertaken before their 2022 Agreement Rostered Start Time, in each fortnight in which they worked.

221. By reason of 218 to 220 ~~163 to 165~~ above, the Respondent breached s. 50 of the FWA.

### ***E.5.3 2022 Agreement Post-Shift Work (Part-Time)***

222. Ms Wesley (during the period in which her part-time employment was covered by the 2022 Agreement), and Part-Time 2022 Agreement ~~Period~~ Group Members, worked:

- a. outside of their roster conditions for the purposes of clause 4.5(a)(ii) of the 2022 Agreement on each day in which they performed the 2022 Agreement Post-Shift Work after the 2022 Agreement Rostered Finish Time; and/or
- b. in excess of the regular pattern of work and/or their ordinary hours of work per fortnightly roster cycle for the purposes of clause 4.5(a)(ii) of the 2022 Agreement on each day in which they performed the 2022 Agreement Post-Shift Work after the 2022 Agreement Rostered Finish Time.

#### **Particulars**

- (i) In relation to subparagraph (a) above, the 2022 Agreement Post-Shift Work performed after the 2022 Agreement Rostered Finish Time was outside the roster conditions because it constituted work performed by Ms Wesley and the Part-Time 2022 Agreement Group Members after ~~her~~ their rostered finish time ((clause 4.2(b) of the 2022 Agreement).
- (ii) In relation to subparagraph (b), the 2022 Agreement Post-Shift Work performed after the 2022 Agreement Rostered Finish Time was in excess of the agreed pattern of work (clause 2.3(a) of the 2022 Agreement) and ~~her~~ the ordinary hours of work because it was in excess of the agreed ordinary hours per fortnightly roster cycle.
- (iii) Particulars of Ms Wesley's rostered hours are in Schedule A.

223. By reason of paragraph 222 ~~167~~ above, Ms Wesley and the Part-Time 2022 Agreement ~~Period~~ Group Members were entitled to overtime in relation to the

performance of the 2022 Agreement Post-Shift Work performed after their 2022 Agreement Rostered Finish Time in accordance with clause 4.5(b)(i) of the 2022 Agreement.

224. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Wesley or the Part-Time 2022 Agreement ~~Period~~-Group Members overtime in respect of their performance of the 2022 Agreement Post-Shift Work undertaken after their 2022 Agreement Rostered Finish Time, in each fortnight in which those employees worked.
225. By reason of paragraphs 222 to 224 ~~167 to 169~~ above, the Respondent breached s. 50 of the FWA.

#### ***E.5.4 2022 Agreement Post-Shift Work (Full-Time)***

226. Ms Kelso (during the period in which her full-time employment was covered by the 2022 Agreement), and Full-Time 2022 Agreement ~~Period~~-Group Members, worked:
- a. outside of their rostered conditions for the purposes of clause 4.5(a)(i) of the 2022 Agreement on each day in which they performed the 2022 Agreement Post-Shift Work after the 2022 Agreement Rostered Finish Time; and/or
  - b. in excess of 76 ordinary hours per fortnight for the purposes of clause 4.5(a)(i) of the 2022 Agreement by reason of them performing the 2022 Agreement Post-Shift Work after the 2022 Agreement Rostered Finish Time.

#### **Particulars**

- (i) In relation to subparagraph (a) above, the 2022 Agreement Post-Shift Work was outside of ~~Ms Kelso's~~ the roster conditions of Ms Kelso and the Full-Time 2022 Agreement Group Members because it constituted work performed after ~~her~~ their rostered finish time (clauses 4.2(b) of the 2022 Agreement).
- (ii) In relation to subparagraph (b), a full-time employee of the Respondent was one who worked 76 hours per fortnight as their ordinary hours (clauses 2.2 and 4.3(a) of the 2022 Agreement). The performance of the 2022 Agreement Post-Shift Work after the 2022

Agreement Rostered Finish Time meant that Ms Kelso, and the Full-Time 2022 Agreement Group Members who performed that work, worked more than 76 hours per fortnight, therefore in excess of their ~~her~~ ordinary hours.

(iii) Further particulars ~~will be provided in respect of Ms Kelso after discovery of Ms Kelso's rosters are at Schedule A.~~

227. By reason of paragraph 226 ~~171~~ above, Ms Kelso, and the Full-Time 2022 Agreement ~~Period~~ Group Members who performed the 2022 Agreement Post-Shift Work after the 2022 Agreement Rostered Finish Time, were entitled to overtime in relation to the performance of the 2022 Agreement Post-Shift Work performed after their 2022 Agreement Rostered Finish Time in accordance with clause 4.5(b)(i) of the 2022 Agreement.

228. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Kelso, ~~or and~~ the Full-Time 2022 Agreement ~~Period~~ Group Members who performed the 2022 Agreement Post-Shift Work after the 2022 Agreement Rostered Finish Time, overtime in respect of the 2022 Agreement Post-Shift Work performed after their 2022 Agreement Rostered Finish Time, in each fortnight in which those employees worked.

229. By reason of paragraphs 226 to 228 ~~171 to 173~~ above, the Respondent breached s. 50 of the FWA.

#### ***E.5.5 2022 Agreement Additional Managerial Work (Part-Time)***

229A Ms Helen Coles was employed by the Respondent to work as an Assistant Store Manager and a Store Manager in the Lovisa Stores in Browns Plains, Mt Gravatt, Brisbane City in Queensland in the period between in or about 6 December 2022 until in or about March 2025.<sup>4</sup>

230. Part-Time 2022 Agreement ~~Period~~ Group Members who performed the role of a part-time Store Manager or a part-time Assistant Store Manager for the Respondent in the 2022 Agreement Period (**Part-Time Managers in the 2022**

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<sup>4</sup> None of the Applicants who were managers worked part-time in the 2022 Agreement period, such as to give rise to claim set out in Part E.5.5. Ms Coles' circumstances are pleaded to illustrate that this is not a hypothetical claim and the practice as pleaded in D4.3 and E4.3 continued to occur in respect of part-time managers in the 2022 Agreement period.

**Agreement Period**), which included the Group Member Ms Helen Coles (Ms Coles), worked:

- a. outside of their rostered conditions for the purposes of clause 4.5(a)(ii) of the 2022 Agreement on each day in which they performed the 2022 Agreement Additional Managerial Work; and/or
- b. in excess of the regular pattern of work and/or their ordinary hours of work per fortnightly roster cycle for the purposes of clause 4.5(a)(ii) of the 2022 Agreement on each day in which they performed the 2022 Agreement Additional Managerial Work.

### Particulars

- (i) In relation to subparagraph (a) above, the 2022 Agreement Additional Managerial Work was outside of their roster conditions because it constituted work performed during hours that were not included in their roster (clause 4.2(b) of the 2022 Agreement).
- (ii) In relation to subparagraph (b), the 2022 Agreement Additional Managerial Work was in excess of the agreed pattern of work (clause 2.3(a) of the 2022 Agreement) and their ordinary hours of work because it was in excess of their agreed ordinary hours per fortnightly roster cycle.
- (iii) Further particulars in respect of Ms Coles can be provided on request and subject to discovery by the Respondent.

231. By reason of paragraph 230 175 above, Ms Coles, and the Part-Time Managers in the 2022 Agreement Period who performed the 2022 Agreement Additional Managerial Work, were entitled to overtime in relation to the performance of the 2022 Agreement Additional Managerial Work in accordance with clause 4.5(b)(i) of the 2022 Agreement.

232. In breach of clause 4.56(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Coles, or the Part-Time Managers in the 2022 Agreement Period who performed the 2022 Agreement Additional Managerial Work, overtime in respect of their performance of the 2022 Agreement Additional Managerial Work, in each fortnight in which those employees worked.

233. By reason of paragraphs 229A to 232 175 to 177 above, the Respondent breached s. 50 of the FWA.

### ***E.5.6 2022 Agreement Additional Managerial Work (Full-Time)***

234. Ms Kelso (during the period in which her full-time employment was covered by the 2022 Agreement), and the Full-Time 2022 Agreement ~~Period~~ Group Members who performed the role of a full-time Store Manager or a full-time Assistant Store Manager for the Respondent in the 2022 Agreement Period (**Full-Time Managers in the 2022 Agreement Period**) worked:

- a. outside of their roster conditions for the purposes of clauses 4.5(a)(i) of the 2022 Agreement on each day in which they performed the 2022 Agreement Additional Managerial Work; and/or
- b. in excess of 76 ordinary hours per fortnight for the purposes of clause 4.5(a)(i) of the 2022 Agreement by reason of them performing the 2022 Agreement Additional Managerial Work.

#### **Particulars**

- (i) In relation to subparagraph (a) above, the 2022 Agreement Additional Managerial Work was outside of ~~Ms Kelso's~~ the roster conditions of Ms Kelso and the Full-Time Managers in the 2022 Agreement Period because it constituted work performed during hours that were not included in ~~her~~ their rostered hours (clauses 4.2(b) of the 2022 Agreement).
  - (ii) In relation to subparagraph (b), a full-time employee of the Respondent was one who worked 76 hours per fortnight as their ordinary hours (clauses 2.2 and 4.3(a) of the 2022 Agreement). The performance of the 2022 Agreement Additional Managerial Work meant that Ms Kelso and the Full-Time Managers in the 2022 Agreement Period worked more than 76 hours per fortnight, therefore in excess of their ~~her~~ ordinary hours.
  - (iii) Further particulars ~~will be provided in respect of Ms Kelso after discovery of Ms Kelso's rosters~~ are in Schedule A.
235. By reason of paragraph ~~234~~ 479 above, Ms Kelso and the Full-Time Managers in the 2022 Agreement Period who performed 2022 Agreement Additional Managerial Work were entitled to overtime in relation to the performance of the 2022 Agreement Additional Managerial Work in accordance with clause 4.5(b)(i) of the 2022 Agreement.

236. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Kelso, or the Full-Time Managers in the 2022 Agreement Period who performed 2022 Agreement Additional Managerial Work, overtime in respect of the 2022 Agreement Additional Managerial Work, in each fortnight in which those employees worked.

237. By reason of paragraphs 234 to 236 ~~179 to 181~~ above, the Respondent breached s. 50 of the FWA.

#### ***E.5.7 2022 Agreement Training Outside of Rostered Hours (Part-Time)***

238. Ms Wesley (during the period in which her part-time employment was covered by the 2022 Agreement), and ~~some~~ Part-Time 2022 Agreement Period Group Members, worked:

- a. outside of their roster conditions for the purposes of clause 4.5(a)(ii) of the 2022 Agreement on each day in which they performed the 2022 Agreement Training Outside of Rostered Hours; and/or
- b. in excess of the regular pattern of work and/or their ordinary hours of work per fortnightly roster cycle for the purposes of clause 4.5(a)(ii) of the 2022 Agreement on each day in which they performed the 2022 Agreement Training Outside of Rostered Hours.

#### **Particulars**

- (i) In relation to subparagraph (a) above, the 2022 Agreement Training Outside of Rostered Hours was outside of the roster conditions because the time taken to perform that work was not included in their roster (clause 4.2(b) of the 2022 Agreement).
- (ii) In relation to subparagraph (b), the 2022 Agreement Training Outside of Rostered Hours was in excess of the agreed pattern of work (clause 2.3(a) of the 2022 Agreement) and their ordinary hours of work because it was in excess of their agreed ordinary hours per fortnightly roster cycle.
- (iii) Particulars of Ms Wesley's rostered hours are in Schedule A.

239. By reason of paragraph 238 ~~183~~ above, Ms Wesley, and the ~~relevant~~ Part-Time 2022 Agreement Period Group Members who performed 2022 Agreement Training Outside of Rostered Hours, were entitled to overtime in relation to the

performance of the 2022 Agreement Training Outside of Rostered Hours in accordance with clause 4.5(b)(i) of the 2022 Agreement.

240. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Wesley, ~~or and the relevant~~ Part-Time 2022 Agreement ~~Period~~ Group Members who performed 2022 Agreement Training Outside of Rostered Hours, overtime in respect of their performance of the 2022 Agreement Training Outside of Rostered Hours, in each fortnight in which those employees did that training.
241. By reason of paragraphs 238 to 240 ~~183 to 185~~ above, the Respondent breached s. 50 of the FWA.

#### ***E.5.8 2022 Agreement Training Outside of Rostered Hours (Full-Time)***

242. Ms Kelso (during the period in which her full-time employment was covered by the 2022 Agreement), and ~~some~~ Full-Time 2022 Agreement ~~Period~~ Group Members, worked:
- a. outside of their roster conditions for the purposes of clauses 4.5(a)(i) of the 2022 Agreement on each day in which they performed the 2022 Agreement Training Outside of Rostered Hours; and/or
  - b. in excess of 76 ordinary hours per fortnight for the purposes of clause 4.5(a)(i) of the 2022 Agreement by reason of them performing the 2022 Agreement Training Outside of Rostered Hours.

#### **Particulars**

- (i) In relation to subparagraph (a) above, the 2022 Agreement Training Outside of Rostered Hours was outside of ~~Ms Kelso's~~ the roster conditions of Ms Kelso and the Full-Time 2022 Agreement Group Members because the time taken to perform that work was not included in ~~her~~ their roster (clauses 4.2(b) of the 2022 Agreement).
- (ii) In relation to subparagraph (b), a full-time employee of the Respondent was one who worked 76 hours per fortnight as their ordinary hours (clauses 2.2 and 4.3(a) of the 2022 Agreement). The performance of the 2022 Agreement Training Outside of Rostered Hours meant that Ms Kelso and the Full-Time 2022 Agreement Group Members who performed 2022 Agreement Training Outside of Rostered Hours worked more than 76 hours per fortnight.

(iii) Further particulars ~~will be provided in respect of Ms Kelso's roster are in Schedule A, after discovery of her rosters.~~

243. By reason of paragraph ~~242~~ 187 above, Ms Kelso, and Full-Time 2022 Agreement ~~Period~~ Group Members who performed 2022 Agreement Training Outside of Rostered Hours, were entitled to overtime in relation to the performance of the 2022 Agreement Training Outside of Rostered Hours in accordance with clause 4.5(b)(i) of the 2022 Agreement.
244. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Kelso, ~~or~~ and the Full-Time 2022 Agreement Period Group Members who performed 2022 Agreement Training Outside of Rostered Hours, overtime in respect of the 2022 Agreement Training Outside of Rostered Hours, in each fortnight in which those employees did that training.
245. By reason of paragraphs ~~242 to 244~~ 187 to 189 above, the Respondent breached s. 50 of the FWA.

#### ***E.5.9 2022 Agreement Work during Meal Breaks (Part-Time)***

246. Ms Wesley (during the period in which her part-time employment was covered by the 2022 Agreement Period), and ~~some~~ Part-Time 2022 Agreement Period Group Members who were entitled to meal breaks for ~~the~~ a shift, worked:
- a. outside of their roster conditions for the purposes of clause 4.5(a)(ii) of the 2022 Agreement on each day in which they performed the 2022 Agreement Work During Meal Breaks; and/or
  - b. in excess of the regular pattern of work and/or their ordinary hours of work per fortnightly roster cycle for the purposes of clause 4.5(a)(ii) of the 2022 Agreement on each day in which they performed the 2022 Agreement Work During Meal Breaks.

#### **Particulars**

- (i) In relation to subparagraph (a) above, the 2022 Agreement Work During Meal Breaks was outside of Ms Wesley's the roster conditions of Ms Wesley and the Part-Time 2022 Agreement Group Members because it constituted work performed during a time ~~she~~ they ought to have been on an ~~set-rostered~~ unpaid break (clause 4.2(b) of the 2022 Agreement).

(ii) In relation to subparagraph (b), the 2022 Agreement Work During Meal Breaks was in excess of their agreed pattern of work (clause 2.3(a) of the 2022 Agreement) and in excess of their ordinary hours of work because it was in excess of the agreed ordinary hours per fortnightly roster cycle.

(iii) Particulars of Ms Wesley's rostered hours are in Schedule A.

247. By reason of paragraph ~~246~~ 194 above, Ms Wesley, and the ~~relevant~~ Part-Time 2022 Agreement ~~Period~~ Group Members who performed the 2022 Agreement Work During Meal Breaks, were entitled to overtime in relation to the performance of the 2022 Agreement Work During Meal Breaks in accordance with clause 4.5(b)(i) of the 2022 Agreement.

248. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Wesley, or ~~and the relevant~~ Part-Time 2022 Agreement Period Group Members who performed the 2022 Agreement Work During Meal Breaks, overtime in respect of their performance of the 2022 Agreement Work During Meal Breaks, in each fortnight in which those employees performed that work.

249. By reason of paragraphs ~~246 to 248~~ 191 to 193 above, the Respondent breached s. 50 of the FWA.

250. Further, by not providing Ms Wesley, and/or ~~some~~ Part-Time 2022 Agreement ~~Period~~ Group Members who performed the 2022 Agreement Work During Meal Breaks their unpaid meal break, to which they were entitled, the Respondent breached clause 4.6(a) of the 2022 Agreement.

251. By reason of paragraph ~~250~~ 195 above, the Respondent breached s. 50 of the FWA.

#### ***E.5.10 2022 Agreement Work during Meal Breaks (Full-Time)***

252. Ms Kelso (during the period in which her full-time employment was covered by the 2022 Agreement), and ~~some~~ Full-Time 2022 Agreement ~~Period~~ Group Members who were entitled to meal breaks for ~~the~~ a shift, worked:

- a. outside of their roster conditions for the purposes of clause 4.5(a)(i) of the 2022 Agreement on each day in which they performed the 2022 Agreement Work During Meal Breaks; and/or

- b. in excess of 76 ordinary hours per fortnight for the purposes of clause 4.5(a)(i) of the 2022 Agreement by reason of them performing the 2022 Agreement Work During Meal Breaks.

### Particulars

- (i) In relation to subparagraph (a) above, the 2022 Agreement Work During Meal Breaks was outside of the rostered hours conditions of Ms Kelso's and the Full-Time 2022 Agreement Group Members who performed 2022 Agreement Work During Meal Breaks because it constituted work performed during a time ~~she~~ they ought to have been on a set rostered unpaid break (clauses 4.2(b) of the 2022 Agreement).
- (ii) In relation to subparagraph (b), a full-time employee of the Respondent was one who worked 76 hours per fortnight as their ordinary hours (clauses 2.2 and 4.3(a) of the 2022 Agreement). The performance of the 2022 Agreement Work During Meal Breaks meant that, Ms Kelso and some Full-Time 2022 Agreement ~~Period~~ Group Members who performed 2022 Agreement Work During Meal Breaks worked more than 76 hours per fortnight.
- (iii) Particulars of Ms Kelso's rostered hours are in Schedule A.
253. By reason of paragraph 252 ~~197~~ above, Ms Kelso, and some Full-Time 2022 Agreement ~~Period~~ Group Members who performed 2022 Agreement Work During Meal Breaks, were entitled to overtime in relation to the performance of the 2022 Agreement Work During Meal Breaks in accordance with clause 4.5(b)(i) of the 2022 Agreement.
254. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Kelso, or ~~and~~ the Full-Time 2022 Agreement ~~Period~~ Group Members who performed 2022 Agreement Work During Meal Breaks, overtime in respect of the 2022 Agreement Work During Meal Breaks, in each fortnight in which those employees performed that work.
255. By reason of paragraphs 252 to 254 ~~197 to 199~~, the Respondent breached s. 50 of the FWA.
256. Further, by not providing Ms Kelso, and/or ~~and some~~ Full-Time 2022 Agreement ~~Period~~ Group Members who performed 2022 Agreement Work During Meal

Breaks, their unpaid meal breaks to which they are entitled, the Respondent breached clause 4.6(a) of the 2022 Agreement.

257. By reason of paragraph ~~256-256~~ above, the Respondent breached s. 50 of the FWA.

***E.5.11 2022 Agreement Work during Rest Breaks (Part-Time)***

258. Ms Wesley (during the period in which her part-time employment was covered by the 2022 Agreement Period), and ~~some~~ Part-Time 2022 Agreement Period Group Members who were entitled to meal paid rest breaks for that a shift, worked:

- a. outside of their roster conditions for the purposes of clause 4.5(a)(ii) of the 2022 Agreement on each day in which they performed the 2022 Agreement Work During Rest Breaks; and/or
- b. in excess of the regular pattern of work and/or their ordinary hours of work per fortnightly roster cycle for the purposes of clause 4.5(a)(ii) of the 2022 Agreement on each day in which they performed the 2022 Agreement Work During Rest Breaks.

**Particulars**

- (i) In relation to subparagraph (a) above, the 2022 Agreement Work During Rest Breaks was outside of the roster conditions because it constituted work performed during a time they ought to have been on a rostered paid break (clause 4.2(b) of the 2022 Agreement).
- (ii) In relation to subparagraph (b), the 2022 Agreement Work During Rest Breaks was in excess of their agreed pattern of work (clause 2.3(a) of the 2022 Agreement) and in excess of their ordinary hours of work because it was in excess of the agreed ordinary hours per fortnightly roster cycle.
- (iii) Particulars of Ms Wesley's rostered hours are in Schedule A.

259. By reason of paragraph ~~258~~ 203-above, Ms Wesley, and ~~some~~ Part-Time 2022 Agreement Period Group Members who performed the 2022 Agreement Work During Rest Breaks, were entitled to overtime in relation to the performance of the 2022 Agreement Work During Rest Breaks in accordance with clause 4.5(b)(i) of the 2022 Agreement.

260. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Wesley, or ~~and some~~ Part-Time 2022 Agreement ~~Period~~ Group Members who performed the 2022 Agreement Work During Rest Breaks, overtime in respect of their performance of the 2022 Agreement Work During Rest Breaks, in each fortnight in which those employees performed that work.
261. By reason of paragraphs 258 to 260 ~~203 and 205~~ above, the Respondent breached s. 50 of the FWA.
262. Further, by not providing Ms Wesley, and/or ~~some~~ Part-Time 2022 Agreement ~~Period~~ Group Members who performed the 2022 Agreement Work During Rest Breaks their ~~unpaid meal~~ paid rest breaks to which they were entitled, the Respondent contravened clause 4.6(a) of the 2022 Agreement.
263. By reason of paragraph 262 ~~207~~ above, the Respondent breached s. 50 of the FWA.

***E.5.12 2022 Agreement Work during Rest Breaks (Full-Time)***

264. Ms Kelso (during the period in which her full-time employment was covered by the 2022 Agreement), and ~~some~~ Full-Time 2022 Agreement ~~Period~~ Group Members who were entitled to ~~meal~~ paid rest breaks for that shift, worked:
- a. outside of their roster conditions for the purposes of clause 4.5(a)(i) of the 2022 Agreement on each day in which they performed the 2022 Agreement Work During Rest Breaks; and/or
  - b. in excess of 76 ordinary hours of work per fortnight for the purposes of clause 4.5(a)(i) of the 2022 Agreement by reason of them performing the 2022 Agreement Work During Rest Breaks.

**Particulars**

- (i) In relation to subparagraph (a) above, the 2022 Agreement Work During Rest Breaks was outside of their roster conditions because it constituted work performed while they ought to have been on a rostered paid rest break (clauses 4.2(b) of the 2022 Agreement).
- (ii) In relation to subparagraph (b), a full-time employee of the Respondent was one who worked 76 hours per fortnight as their ordinary hours (clauses 2.2 and 4.3(a) of the 2022 Agreement). The

performance of the 2022 Agreement Work During Rest Breaks meant that Ms Kelso and some Full-Time 2022 Agreement Group Members who performed the 2022 Agreement Work During Rest Breaks worked more than 76 hours per fortnight.

(iii) Particulars of Ms Kelso's rostered hours are in Schedule A.

265. By reason of paragraph 264 ~~209~~ above, Ms Kelso, and ~~some~~ Full-Time 2022 Agreement Period Group Members who performed the 2022 Agreement Work During Rest Breaks, were entitled to overtime in relation to the performance of the 2022 Agreement Work During Rest Breaks in accordance with clause 4.5(b)(i) of the 2022 Agreement.
266. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Kelso, or ~~and~~ the Full-Time 2022 Agreement Period Group Members who performed the 2022 Agreement Work During Rest Breaks, overtime in respect of the 2022 Agreement Work During Rest Breaks, in each fortnight in which those employees performed that work.
267. By reason of paragraphs 264 to 266 ~~209 to 211~~ above, the Respondent breached s. 50 of the FWA.
268. Further, by not providing Ms Kelso, and/or ~~some~~ Full-Time 2022 Agreement ~~Period~~ Group Members who performed the 2022 Agreement Work During Rest Breaks, the paid rest break to which they were entitled, the Respondent breached clause 4.6(a) of the 2022 Agreement.
269. By reason of paragraph 268 ~~213~~ above, the Respondent breached s. 50 of the FWA.

#### **E.6 2022 Agreement Unpaid Hours**

270. Alternatively to paragraphs 214 to 257, Ms Kelso, Ms Westley and the 2022 Agreement Group Members were entitled to have been paid their ordinary hourly rate in respect of:
- a. 2022 Agreement Pre-Shift Work undertaken before the 2022 Agreement Rostered Start Time;

- b. 2022 Agreement Post-Shift Work undertaken after the 2022 Agreement Rostered Finish Time;
- b.1 2022 Agreement Additional Managerial Work;
- c. 2022 Agreement Training Outside of Rostered Hours; and
- d. 2022 Work During Meal Breaks.

### **Particulars**

- (i) Clause 3.6 of the 2022 Agreement refers to Attachment B, which sets out the ordinary rate of pay that will be applicable from the commencement of that Enterprise Agreement.
  - (ii) On a proper construction of clause 3.6 of the 2022 Agreement and Attachment B, completing (a) to (d) constituted work for which Ms Kelso, Ms Wesley and the 2022 Agreement Group Members, who completed that particular type of work, were entitled to have been paid at the hourly rate specified in their contract of employment (if it was not overtime).
271. In breach of clause 3.6 of the 2022 Agreement, the Respondent did not pay Ms Kelso, Ms Wesley or the 2022 Agreement Group Members their ordinary rate of pay for the time taken to complete the work referred to in paragraph 270 above (2012 Agreement Unpaid Hours).
272. By reason of paragraphs 270 and 271, the Respondent contravened s. 50 of the FWA.

### **E.7 2022 Agreement Failure to Pay Travel Allowance**

273. During the 2022 Agreement Period, ~~on one or more occasions,~~ the Respondent required Ms Kelso ~~and some 2022 Agreement Group Members~~ to travel outside of ~~their~~ her normal travel to and from ~~her~~ her ~~their~~ designated Lovisa Store.

### **Particulars**

- (i) In or about late April 2023 or early May 2023, Ms Kelso was required by Ms Horton to travel to the Tuggeranong Store from her designated Belconnen Store as there were no other staff available to keep the Tuggeranong Store open from about 6 pm until the store closing time at 9 pm. After closing the Tuggeranong Store, Ms Kelso was required to return to her designated Belconnen Store to assist with closing that

store as the staff member in the Belconnen Store was not sufficiently experienced to close the store on her own.

- (ii) Ms Kelso was required to travel an approximate distance of 24km each way to and from her designated Belconnen Store to the Tuggeranong Store.

274. The travel described in paragraph ~~245~~ 273 above was at the request of the Respondent for the purposes of its business and outside of Ms Kelso's, ~~and the relevant 2022 Agreement Group Members'~~, normal travel to and from work.

#### Particulars

The Applicants refer to the particulars under paragraph 273 ~~245~~ above.

275. By reason of paragraphs 273 and 274 ~~245 and 246~~, Ms Kelso ~~and some 2022 Agreement Group Members~~ undertook authorised travel for work purposes within the meaning of clause 6.10 of the 2022 Agreement.

276. In breach of clause 6.10 of the 2022 Agreement, the Respondent did not pay Ms Kelso ~~or some of the 2022 Group Members~~, the applicable travel allowance amount specified in Attachment B of the 2022 Agreement, which was 91 cents per kilometre where the authorised travel was by a motor vehicle (**2022 Agreement Failure to Pay Travel Allowance**).

277. By reason of paragraphs 273 to 276 ~~245 to 248~~ above, the Respondent breached s. 50 of the FWA.

#### E.8 2022 Agreement Special Clothing Allowance Claim

278. During the 2022 Agreement Period, the Respondent required Ms Kelso, Ms Wesley and ~~some 2022 Agreement Group Members~~ to wear ~~five pieces of~~ 'Lovisa jewellery' ~~per~~ during shifts.

#### Particulars

- (i) The requirement to wear Lovisa jewellery was expressed in various 'Style Guides' of the Respondent. Clause 12 of the Respondent's Employee Manual required the 2022 Agreement Group Members to comply with the 'Style Guides'.
- (ii) The 2022 Agreement Group Members' job descriptions required them to wear 'team pieces' on each shift.

- (iii) Ms Kelso's job descriptions required her to wear 'team pieces' or Lovisa jewellery at all times and 'inspire Team to wear products'. Ms Kelso was further informed by Ms Horton that she needed to wear a headband, earrings, necklace, bracelet and earrings sold by the Respondent on each shift, which was referred to as 'Lovisa High-5'.
- (iv) Ms Kelso was also provided with a document outlining dress requirements when she commenced employment with the Respondent, which required her to wear the 'Lovisa High-5'.
- (v) Ms Wesley was informed by her Regional Manager, Ms Al Rashoo, that she needed to wear rings, necklaces and bracelets sold by the Respondent.

279. During the 2022 Agreement Period, the Respondent required Ms Kelso, Ms Wesley and some 2022 Agreement Group Members to wear dress shoes or shoes of a particular type.

#### **Particulars**

- (i) The requirement to wear a particular type of footwear was expressed in various 'Style Guides' of the Respondent. Clause 12 of the Respondent's Employee Manual required the 2022 Agreement Group Members to comply with the 'Style Guides'.
- (ii) Ms Kelso was informed by Ms Horton that shoes she wore while working in the store had to be dress shoes and no shoes with laces could be worn.
- (iii) Ms Wesley was informed by Ms Al Rashoo ~~Ms Sarache (Regional Manager)~~ that brown, black or tan leather shoes or sandals in similar colours had to be worn. Ms Al Rashoo ~~Ms Sarache~~ informed Ms Wesley that no laces or zippers, sneakers, boots, or sport shoes should be worn on her shifts.
- (iv) In or about early 2023, Ms Wesley wore sneakers for her shift at the ~~Craigieburn~~ Broadmeadows Store. During her shift, Ms Al Rashoo ~~Ms Sarache~~ attended the ~~Craigieburn~~ Broadmeadows Store. Ms Al Rashoo ~~Ms Sarache~~ told Ms Wesley that the sneakers were not compliant with the Respondent's policies and that she will be given 15 minutes to leave the store and purchase women's shoes in place of the sneakers that she wore.
- (v) Ms Kelso and Ms Wesley were aware that other employees had been sent home without pay for failing to comply with the requirement to wear dress shoes.

280. Ms Kelso, Ms Wesley and some 2022 Agreement Group Members purchased dress shoes and/or 'Lovisa jewellery' to comply with the requirement referred to in paragraphs 278 and 279 ~~220 to 221~~ above.

#### Particulars

- (i) Ms Kelso and Ms Wesley purchased shoes that were compliant with the requirement referred to in paragraph 279 ~~221~~ that were sufficiently comfortable for them to wear for work as they needed to move around frequently during their shifts. They did not have any existing dress shoes appropriate for this purpose.
- (ii) Ms Kelso and Ms Wesley purchased 'Lovisa jewellery' to comply with the requirement referred to in paragraph 278 ~~220~~ as the shared bag of basic jewellery provided by the Respondent for Ms Kelso and Ms Wesley to wear while working in the store (referred to as 'team pieces') did not last long. Ms Kelso noticed that some of the 'team pieces' often turned the skin green. Therefore, Ms Kelso and Ms Wesley were ~~was~~ required to purchase 'Lovisa jewellery'.

281. The dress shoes and/or 'Lovisa jewellery' constituted 'special clothing' for the purposes of clause 3.8(d) of the 2022 Agreement.

282. In breach of clause 3.8(d) of the 2022 Agreement, the Respondent did not reimburse Ms Kelso, Ms Wesley and other 2022 Agreement Group Members who incurred costs of purchasing dress shoes and/or 'Lovisa jewellery' as a result of the requirements referred to in paragraphs 278 and 279 ~~220 to 221~~ above (**2022 Agreement Failure to Pay Special Clothing Allowance**).

283. By reason of paragraphs 278 to 282 above, the Respondent breached s. 50 of the FWA.

#### E.9 2022 Agreement Higher Duties Allowance

284. During the 2022 Agreement Period, ~~on one or more occasions,~~ Ms Kelso and some 2022 Agreement Group Members ~~and some 2022 Agreement Group Members~~ carried out duties of a Regional Manager that were of a higher classification (and therefore subject to a higher rate of pay) under the 2022 Agreement (**Higher Duties**).

#### Particulars

- (i) From on or about 14 January 2023 on every Friday and Saturday, Ms Kelso was asked by Ms Horton (Ms Kelso's Regional Manager at the time) to perform some of her duties on Ms Horton's days off on Fridays and Saturdays.
- (ii) During the periods in which Ms Kelso performed Ms Horton's duties on Fridays and Saturdays, Ms Kelso had all calls of Ms Horton transferred to her to manage and deal with.
- (iii) These calls ranged from dealing with disgruntled customers, piercing queries, refund queries and team members calling in sick (which required organising cover within a short timeframe) across seven different Lovisa Stores.

285. In breach of clause 3.8(a) of the 2022 Agreement, the Respondent did not pay Ms Kelso and the relevant 2022 Agreement Group Members and ~~some 2022 Agreement Group Members who performed Higher Duties:~~

- a. ~~at the higher rate of pay applicable to the higher classification (in Ms Kelso's case~~ the Regional Managers' rate of pay) for that entire day or shift where they performed the duties of ~~the higher classification (in Ms Kelso's case,~~ the Regional Manager classification) for more than 2 hours during one day or shift; and
- b. ~~at the higher rate of pay applicable to the higher classification (in Ms Kelso's case~~ the Regional Managers' rate of pay) for the time worked in the higher classification, where if they performed the duties of the higher classification ~~(in Ms Kelso's case, the Regional Manager classification)~~ for 2 hours or less during one day or shift.

**(2022 Agreement Failure to Pay Higher Duties Allowance).**

286. By reason of paragraphs 284 to 285 ~~226 to 227~~ above, the Respondent breached s. 50 of the FWA.

**E.10 2022 Agreement Failure to Provide 12-hour Break between Shifts**

287. By reason of clause 4.3(g) of the 2022 Agreement, the Respondent was required to observe a 12-hour break between the completion of one day's work and the commencement of the next day's work.

288. ~~During the Christmas Periods in the 2022 Agreement Period On occasion, Ms Kelso, and Ms Wesley and some 2022 Agreement Group Members were and some 2022 Agreement Group Members were~~ rostered by the Respondent to work shifts with less than a 12-hour break in between the completion of one day's work and the commencement of the next day's work.

### **Particulars**

~~Further particulars will be provided after discovery of Ms Kelso and Ms Wesley's rosters from the Respondent. are in columns C and D of Schedule A and the occasions in which the Respondent provided them with less than 12 hours in between shifts is in column I.~~

~~289. By reason of paragraphs 287 and 288 229 to 230 above, the Respondent breached clause 4.3(g) of the 2022 Agreement (**2022 Agreement Failure to Provide 12-hour Breaks between Shifts**).~~

~~290. By reason of paragraphs 287 to 289 229 to 231 above, the Respondent breached s. 50 of the FWA.~~

290A. On each occasion in which Ms Kelso, Ms Wesley and 2022 Agreement Group Members worked shifts with less than a 12-hour break in between the completion of one day's work and the commencement of the next day's work (**2022 Agreement Work in Shifts Without a 12-hour Break**), they worked outside the span of hours or roster conditions set out in the working hours clause 4.2 of the 2022 Agreement for the purpose of 4.5(a)(i) and 4.5(a)(ii) of the 2022 Agreement.

### **Particulars**

Clause 4.3(g) is contained in roster conditions in clause 4.3 of the 2022 Agreement.

290B. By reason of paragraph 290A, Ms Kelso, Ms Wesley and 2022 Agreement Group Members who performed 2022 Agreement Work in Shifts Without a 12-hour Break were entitled to overtime in relation to the entire shift performed the next day.

290C. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Kelso, Ms Wesley or the relevant 2022 Agreement Group Members overtime in relation to the Work in Shifts Without a 12-hour Break.

290D. By reason of paragraph 290C, the Respondent breached s. 50 of the FWA.

### **E.11 Further Hours of Work Breaches**

290E. During the Relevant Period, on some occasions, Ms Kelso and other 2022 Agreement Group Members were rostered to work and worked:

- (a). more than 76 hours in a fortnight;
- (b). more than 9 ordinary hours per day on more than one occasion per week;  
and/or
- (c). more than 10 days in a two-week cycle.

#### **Particulars**

The occasions in which Ms Kelso was rostered to work more than 76 hours in a fortnight, more than 9 ordinary hours per day and more than 10 days during a 2 week cycle are set out in Schedule B.

290F. On each occasion that Ms Kelso or a 2022 Agreement Group Member were rostered to work more than 76 hours in a fortnight, they worked outside their ordinary hours per fortnightly roster cycle per clause 4.3(a) of the 2022 Agreement.

#### **Particulars**

- (i) By operation of clause 2.2 of the 2022 Agreement, full-time team members were engaged to work 76 hours per fortnightly cycle as their ordinary hours. By operation of clause 2.2, Ms Kelso and full-time 2022 Agreement Group Members worked outside of their ordinary hours per fortnightly roster cycle for the purpose of 4.3(a) of the 2022 Agreement on each occasion in which they worked in excess of 76 hours in a roster cycle.

- (ii) By operation of clause 2.3(b) of the 2022 Agreement, contract hours for part-time workers were required to be fewer than 76 hours in a roster cycle. By operation of clause 2.3(b), part-time Group Members worked outside of their ordinary hours per fortnightly roster cycle for the purpose of clause 4.3(a) of the 2022 Agreement on each occasion in which they worked in excess of 76 hours in a roster cycle.

290G. Further, on each occasion that Ms Kelso or a 2022 Agreement Group Member were rostered to work:

- (a) more than 76 hours in a fortnight (**2022 Agreement Work in excess of 76 Hours**):
- (b) more than 9 ordinary hours per day on more than one occasion per week (**Shifts in excess of 9 hours**); and/or
- (c) more than 10 days in a 2 week cycle (**2022 Agreement Work in excess of 10 days per fortnight**).

they worked outside the span of hours set out in the working hours clause 4.3 of the 2022 Agreement (**2022 Agreement Further Hours of Work Breaches**).

#### Particulars

- (i) The Applicants repeat the particulars to paragraph 290F above.
- (ii) Clause 4.3(c) provides that a team member will not be rostered to work for more than 9 ordinary hours per day provided that for one day per week a team member can be rostered up to 11 ordinary hours.
- (iii) Clause 4.3(e) states that a team member will not be rostered to work more than 10 days in a 2 week cycle.
- (iv) Clauses 4.3(a), (c) and (e) are contained in the working hours clause 4.3 of the 2022 Agreement.

290H. By reason of 290G, Ms Kelso and 2022 Agreement Group Members who performed 2022 Agreement Work in excess of 76 Hours, Shifts in excess of 9 hours, and 2022 Agreement Work in excess of 10 days per fortnight were entitled to overtime in relation to the performance of:

- (a) 2022 Agreement Work in excess of 76 Hours;
- (b) hours that exceeded 9 hours in Shifts in excess of 9 hours; and
- (c) 2022 Agreement Work in excess of 10 days per fortnight.

290I. In breach of clause 4.5(b)(i) of the 2022 Agreement, the Respondent did not pay Ms Kelso or the relevant 2022 Agreement Group Members overtime in relation to:

- (a) 2022 Agreement Work in excess of 76 Hours;
- (b) hours that exceeded 9 hours in Shifts in excess of 9 hours; and
- (c) 2022 Agreement Work in excess of 10 days per fortnight.

290J. By reason of paragraph 290I, the Respondent breached s. 50 of the FWA.

#### **E.12. 2022 Agreement Regular Pattern of Work Contravention**

290K. By operation of clause 2.3(a) of the 2022 Agreement, the Respondent was required to agree, in writing, on a regular pattern of work with 2022 Agreement Group Members who worked part-time during the 2022 Agreement Period.

290L. During the 2022 Agreement Period, the Respondent did not agree, in writing, on a regular pattern of work with Ms Wesley and 2022 Agreement Group Members who worked part-time during the 2022 Agreement Period (**2022 Agreement Regular Hours of Work Breach**).

290M. By reason of paragraph 290L, the Respondent breached clause 2.3(a) of the 2022 Agreement.

290N. By reason of paragraph 290M, the Respondent breached s. 50 of the FWA.

## F. FAILURE TO KEEP ACCURATE RECORDS

291. From the start of the Relevant Period until in or about 2019, the Respondent required Ms Iob, and the Group Members who were employed in that period, to record their start and finish time as specified on their roster for each shift on an IT platform called 'Etivity' or through a platform available through LOLA called 'Preceda'.

### Particulars

Ms Iob was requested by her line managers to record her clock-in and clock-out times on 'Etivity'.

292. From in or about 2019 until the end of the Relevant Period, the Respondent required the Applicants, and the Group Members who were employed in that period, to record their start and finish time as specified on their roster for each shift on an IT platform called 'Kronos'.

### Particulars

'Kronos' was accessed by the Applicants and the relevant Group Members either on their phone via an app or on a tablet referred to as a 'Honeywell' (a device that is available in Lovisa Stores).

293. During the Relevant Period, the Respondent engaged in one or more of the following practices in relation to recording start and finish times:

- a. The Respondent had a 'no overtime' policy and required the Regional Managers to ensure that the Group Members did not claim overtime.

### Particulars

- (i) The Respondent's 'Honesty Policy' specified that 'Lovisa is a non-overtime company'.
- (ii) The Respondent's time recording software flagged to any Regional Managers when Group Members could be eligible for overtime. The Respondent's time recording software contained 'work rules' for preparing rosters that needed to be complied with. If a roster broke a 'work rule', the relevant manager preparing the roster was notified through an orange exclamation mark on the screen. The managers preparing the rosters were required to comply

with the 'work rules'. The requirement was specified in the Kronos Guide.

- (iii) The Respondent required the Regional Managers to take steps to ensure that no overtime could be claimed by the Group Members in preparing rosters in compliance with the 'work rules' as specified in (ii) above while at the same time requiring the Group Members to undertake work that was necessary to be performed outside of the rostered hours.
- b. The Respondent required the Applicants and the Group Members to record only the time set out in their roster on the relevant platform, instead of the actual hours worked.

### **Particulars**

- (i) Ms Iob's line managers instructed Ms Iob to record only the hours specified in her roster.
  - (ii) Ms Kelso was instructed by Ms Horton to record only the hours specified in her roster. Ms Horton expressly requested Ms Kelso not to clock in earlier than 5 minutes before the rostered start time.
  - (iii) Ms Wesley witnessed other team members being told off by her managers for recording actual hours worked as opposed to the hours specified in the roster.
- c. If an Applicant or a Group Member did not record a start or a finish time for a shift on the relevant platform, the Respondent inserted a start or a finish time that accorded with the rostered hours into the relevant platform rather than the actual hours worked.

### **Particulars**

Ms Iob did not always remember to clock-out. On these occasions, Ms Iob's rostered finish time was inserted by her Regional Managers as her finishing time.

- d. If an Applicant or a Group Member recorded a start or a finish time on the relevant platform that was inconsistent with their roster, the Respondent amended the records of the hours worked by that Applicant or the Group Member such that those hours were consistent with the rostered hours rather than the hours actually worked.

### **Particulars**

- (i) If Ms Job recorded a time inconsistent with her roster, Ms Job's recorded time was altered by her Regional Managers to reflect the hours specified in the roster.
  - (ii) If Ms Kelso recorded her actual finish time on Kronos, ~~but~~ she was never paid for the additional hours of work undertaken and her payslips did not record those additional hours.
  - (iii) Initially when Ms Wesley commenced employment with the Respondent, on occasion, she recorded her actual start and finish time. However, after witnessing other team members being told off (rebuked) by their line managers for this practice, Ms Wesley clocked in and out in accordance with the hours specified in her roster.
  - (iv) Ms Wesley was never paid for the additional hours of work undertaken and her payslips did not record those additional hours.
- e. The Respondent required the Applicants and the Group Members not to record the time taken in the performance of the 2014 Agreement Additional Managerial Work, 2022 Agreement Additional Managerial Work, 2014 Agreement Training Outside of Rostered Hours and 2022 Agreement Training Outside of Rostered Hours.

#### **Particulars**

The Applicants repeat particulars in sub-paragraph (a) above.

- f. The Respondent did not require Applicants and the Group Members to clock-in and clock-out when taking their unpaid meal breaks or paid rest breaks during the Relevant Period.

#### **Particulars**

The Applicants were not required to clock-in and clock-out during breaks. The unpaid meal breaks were automatically included as having been taken when the payments were processed on the relevant platform.

294. By reason of paragraph 293 ~~235~~, ~~the all~~ hours actually worked by the Applicants and the Group Members were not ~~always~~ accurately recorded on the relevant platform.

295. At all material times, by reason of s. 535(1) of the FWA read with regulation 3.34 of the *Fair Work Regulations 2009* (Cth) (**FWR**), the Respondent was required to keep records of:

- a. the number of overtime hours worked by the Applicants and the Group Members; or
- b. when the Applicants and the Group Members started and ceased working overtime hours,

for a period of 7 years.

296. By reason of paragraphs 293 to 295 ~~235 to 236~~ above, the Respondent failed to keep any records, or alternatively proper records, of:

- a. the number of overtime hours worked by the Applicants and the Group Members; and/or
- b. when the Applicants and the Group Members started and ceased working overtime hours.

### **Particulars**

The Applicants repeat paragraph 293 ~~235~~ above and the particulars contained therein. By reason of the practices referred to in that paragraph, the Respondent failed to keep any records, or alternatively proper records, of the actual hours worked by the Applicants and the Group Members and therefore, the overtime hours worked by the Applicants and the Group Members.

297. By reason of paragraph 296 ~~237~~ above, the Respondent failed to comply with regulation 3.34 of the FWR and therefore s. 535(1) of the FWA.

### **G. KEEPING FALSE AND MISLEADING RECORDS**

298. By reason of paragraph 293 ~~235~~ above, the records required to be kept by the Respondent pursuant to s. 535(1) of the FWA, read with regulation 3.34 of the FWR, were false or misleading as to the actual hours of overtime worked by the Applicants.

299. By reason of paragraph 298 ~~239~~, the Respondent contravened s. 535(4) of the FWA.

#### **Particulars**

The Applicants refers to paragraph 293 ~~235~~ above and the particulars contained therein.

#### **H. FAILURE TO PROVIDE INSPECTION OF RECORDS**

300. At all material times, by reason of s. 535(1) of the FWA read with regulation 3.38 of the FWR, the Respondent was required to keep records of any individual flexibility arrangement under the FWA in respect of the Applicants and the Group Members.

#### **Particulars**

The Applicants and some Group Members entered into individual flexibility arrangements with the Respondent during Christmas Periods. By reason of s. 535(1) of the FWA read with regulation 3.38 of the FWR, the Respondent was required to have kept records of those individual flexibility arrangements for a period of 7 years.

301. Section 535(3) of the FWA read together with regulation 3.42 of the FWR required the Respondent to make a copy of the records referred to in paragraph 295 and 300 ~~236 and 241~~ above available for inspection upon request by an employee within 14 days of that request.

302. On each of 26 February 2024, 15 March 2024, 23 April 2024 and 4 June 2024, the solicitors for the Applicants (on behalf of Ms Iob and other Group Members) requested the Respondent to make available for inspection of the following records of Ms Iob and a number of other Group Members:

- a. the records referred in paragraph 295 ~~236~~ above; and
- b. any correspondence or documentation varying the terms of any of the above records, which included any individual flexibility arrangements varying the hours of overtime worked.

#### **Particulars**

- (i) A letter dated 26 February 2024 from Adero Law addressed to Mr Trindade Trindale of the Respondent's solicitors requested Ms lob's records including relevantly:
  - a. Record of actual hours worked, including overtime; and
  - b. Any correspondence or documentation varying the terms of any of the above records.
- (ii) A letter dated 15 March 2024 from Adero Law addressed to Mr Trindade Trindale of the Respondent's solicitors made a further request for Ms lob's records including:
  - a. Schedule/roster data; and
  - b. Records of actual hours worked, including overtime hours worked.
- (iii) Further letters dated 23 April 2024 and 4 June 2024 from Adero Law addressed to Mr Trindade Trindale of the Respondent's solicitors made further requests for Ms lob's records of overtime hours worked.

303. Despite requests, the Respondent failed to make available for inspection records referred to in paragraph 302 243 above in respect of Ms lob and other Group Members named in the Applicants' solicitors correspondence referred to in paragraph 302 ~~243~~ above.

### **Particulars**

In a letter dated 12 March 2024, the Respondent's solicitors provided records of Ms lob's earnings history, payslips and some contracts of employment but failed to provide:

- (i) records of the overtime hours worked; and
- (ii) individual flexibility arrangements entered into by Ms lob (and the relevant Group Members on behalf of whom the request for records were made) that had the effect of varying the overtime hours worked.

304. By reason of paragraphs 300 to 303 241 to 244 above the Respondent breached s. 535(3) of the FWA and regulation 3.42 of the FWR.

### **I. APPLICATION OF SECTION 557C**

305. These proceedings allege that during the Relevant Period, the Applicants, and the Group Members performed the following overtime:

- a. The 2014 Agreement Pre-Shift Work performed before the 2014 Agreement Rostered Start Time and the 2022 Agreement Pre-Shift Work performed before the 2022 Agreement Rostered Start Time;
  - b. The 2014 Agreement Post-Shift Work performed after the 2014 Agreement Rostered Finish Time and the 2022 Agreement Post-Shift Work performed after the 2022 Agreement Rostered Finish Time;
  - c. The 2014 Agreement Additional Managerial Work and the 2022 Agreement Additional Managerial Work;
  - d. The 2014 Agreement Training Outside of Rostered Hours and the 2022 Agreement Training Outside of Rostered Hours;
  - e. The 2014 Agreement Work During Unpaid Meal Breaks and the 2022 Agreement Work During Unpaid Meal Breaks;
  - f. The 2014 Agreement Work During Paid Rest Breaks and the 2022 Agreement Work During Paid Rest Breaks.
306. By reason of paragraphs ~~294 293 to and 304 305~~ 238 and 245 above, the Respondent bears the burden of disproving, pursuant to s 557C(1) of the FWA, that the Applicants Group Members worked the overtime hours alleged in this proceeding.

## **J. SERIOUS CONTRAVENTIONS**

307. In the period between the commencement of the Relevant Period until 26 February 2024 the Respondent knowingly contravened:

- (i) Section 535(1);
- (ii) Section 535(3); and/or
- (iii) Section 353(4)

of the FWA (**Section 535 Serious Contraventions**).

### **Particulars**

- (i) It can be inferred that the Respondent knew that its conduct pleaded at paragraph ~~293~~ 233 above meant that:
  - a. it would not be keeping records, or proper records of overtime hours worked, by the Applicants and the Group Members; and
  - b. records kept by the Respondent would be misleading as to the actual hours of overtime worked by the Applicants and the Group Members in breach of s.535 of the FWA.
- (ii) Further it can be inferred that the Respondent knew that its conduct pleaded at paragraphs ~~302 and 303~~ 244 and 245 above was in breach of s.535 of the FWA.
- (iii) These matters can all be inferred because:
  - a. at all material times, the Respondent was a large, sophisticated employer who knew, or ought to have known, of its obligations pursuant to s. 535 of the FWA.
  - b. in relation to the requirement to provide records for inspection upon request of an employee, at the time when some of the requests for the relevant records were made, the Respondent was legally represented and therefore ought to have been aware of its obligations as pleaded in paragraph 300 ~~Error!~~ **Reference source not found.**
- (iv) Further particulars will be provided after discovery.

308. The Section 535 Serious Contraventions were a part of a systemic pattern of conduct relating to the Applicants and the Group Members.

### Particulars

- (i) The Respondent engaged in and encouraged, or alternatively tacitly or impliedly authorised, a pattern of conduct over a significant period of time (pleaded in paragraph 293 ~~235~~) that had the effect of failing to record the actual hours worked by the Applicants and the Group Members and therefore failed to accurately record the overtime hours worked by the Applicants and the Group Members.
- (ii) Further, the Respondent engaged in and encouraged, or alternatively tacitly or impliedly authorised, a pattern of conduct over a significant period of time (pleaded in paragraph 293 ~~235~~) that had the effect of recording and retaining false or misleading records of the actual hours worked by the Applicants and the Group Members. Therefore, the Respondent created and

retained false or misleading records of the overtime hours worked by the Applicants and the Group Members.

- (iii) Further, the Respondent engaged in and encouraged, or alternatively expressly authorised, a pattern of conduct over a period of approximately 5 months (pleaded in paragraphs 302 to 303 ~~244 to 245~~) in failing to make a copy of the relevant records available for inspection upon request by an employee within 14 days of that request. The Respondent also failed to adequately respond to Adero's complaints about its conduct in this respect.

309. Further, in the period between 27 February 2024 until the end of the Relevant Period, by reason of paragraph 293 ~~235~~, the Respondent knowingly engaged in the Section 535 Contraventions.

#### Particulars

The Applicants repeat the particulars in paragraph 307 ~~248~~ above and the particulars thereunder.

310. Alternatively to paragraph 309 ~~250~~, in the period between 27 February 2024 until the end of the Relevant Period, the Respondent was reckless as to whether the Section 535 Contraventions would occur.

#### Particulars

The Applicants refer to paragraph 308 and 309 ~~249 and 250~~ above and the particulars thereunder. Further particulars will be provided after discovery.

311. By reason of paragraphs 307 to 310 ~~248 and 251~~, the Section 535 Contraventions were serious contraventions within the meaning of s. 557A of the FWA in operation at the relevant time.

#### K. RELIEF CLAIMED

~~312. Ms lob claims damages for loss suffered in respect of paragraph 139 ~~165~~.~~

313. Ms lob further claims:

- a. an order pursuant to s.546 of the FWA that the Respondent pay compensation in respect of the 2014 Agreement Failure to Pay Travel Allowance;

- b. a declaration pursuant to s 545(1) of the FWA that the Respondent contravened civil remedy provisions in relation s. 50 of the FWA in respect of the 2014 Agreement Failure to Pay Travel Allowance; and ~~and Job's Roster Breaches.~~
- c. an order pursuant to s.546 of the FWA that the Respondent pay a pecuniary penalty to Ms Job in respect of the contraventions in 313(b) above ; and
- d. an order pursuant to s.547 of the FWA and/or s. 51A of the FCA Act awarding interest up to judgment on the amounts in paragraph ~~312 and~~ 313(a).

314. Ms Kelso further claims:

- a. compensation in respect of the 2014 Agreement Failure to Pay Travel Allowance and 2022 Agreement Failure to Pay Travel Allowance.
- b. a declaration pursuant to s 545(1) of the FWA that the Respondent contravened civil remedy provisions in relation to ~~the following:~~
  - i. s. 50 of the FWA in respect of the 2014 Agreement Failure to Pay Travel Allowance and 2022 Agreement Failure to Pay Travel Allowance ~~and the 2022 Agreement Failure to Pay Higher Duties Allowance;~~
  - ii. ~~s. 50 in respect of the 2022 Agreement Failure to Pay Higher Duties Allowance; and~~
  - iii. ~~s. 50 of the FWA in respect of the 2022 Agreement Failure to Provide 12-hour Breaks between Shifts.~~
- c. an order pursuant to s.546 of the FWA that the Respondent pay a pecuniary penalty to Ms Kelso in respect of the contraventions in 314(b) above; and
- d. an order pursuant to s.547 of the FWA and/or s. 51A of the FCA Act awarding interest up to judgment on the amounts in paragraph 314(a) above.

~~315. Ms Wesley further claims:~~

- ~~a. a declaration pursuant to s 545(1) of the FWA that the Respondent contravened civil remedy provisions in respect of the 2022 Agreement Failure to Provide 12-hour Breaks between Shifts; and~~
- ~~b. an order pursuant to s.546 of the FWA that the Respondent pay a pecuniary penalty to Ms Wesley in respect of the contraventions in 315(a) above.~~

316. The Applicants claim on their own behalf, and/or on behalf of Group Members:

- a. A declaration pursuant to s 545(1) of the FWA that the Respondent contravened civil remedy provisions in relation to the Applicants' and the Group Members' employment:
  - (i) Section 50 of the FWA in respect of 2014 Agreement Roster Breaches and 2022 Agreement Roster Breaches;
  - (ii) Section 50 in respect of failing to pay for completing the Induction LOLA Modules Training in the 2014 Agreement Period and the 2022 Agreement Period;
  - (iii) Section 50 in respect of failing to pay overtime in the 2014 Agreement Period and the 2022 Agreement Period in respect of:
    - a. 2014 Agreement Pre-Shift Work and 2022 Agreement Pre-Shift Work performed before the 2014 Agreement Rostered Start Time and 2022 Agreement Rostered Start Time;
    - b. 2014 Agreement Post-Shift Work and 2022 Agreement Post-Shift Work performed after the 2014 Agreement Rostered Finish Time and 2022 Agreement Rostered Finish Time;
    - c. 2014 Agreement Additional Managerial Work and 2022 Agreement Additional Managerial Work;
    - d. 2014 Agreement Training Outside of Rostered Hours and 2022 Agreement Training Outside of Rostered Hours;

- e. 2014 Agreement Work During Unpaid Meal Breaks and 2022 Agreement Work During Unpaid Meal Breaks;
- f. 2014 Agreement Work During Paid Rest Breaks and 2022 Agreement Work During Paid Rest Breaks; ~~and~~
- g. 2014 Agreement Work Outside of the Roster Conditions;
- h. 2022 Agreement Work in Shifts Without a 12-hour Break;
- i. 2014 Agreement Further Hours of Work Breaches and 2022 Agreement Further Hours of Work Breaches.

(iii a) Alternatively to paragraph 316 (a), (b), (c) (d) and (e), section 50 in respect of 2014 Agreement Unpaid Hours and 2022 Agreement Unpaid Hours;

- (iv) Section 50 in respect of the Respondent failing to provide unpaid meal breaks as referred to in paragraphs 128, 135, 250 and 256 ~~105, 112, 195 and 201;~~
- (v) Section 50 in respect of the Respondent failing to provide paid rest breaks as referred to in paragraphs 142, 149, 262 and 268 ~~119, 126, 207 and 213 ;~~
- (vi) Section 50 in respect of 2022 Agreement Failure to Pay Special Clothing Allowance;

(vi a) Section 50 in respect of 2022 Agreement Failure to Pay Higher Duties Allowance;

(vi b) Section 50 in respect of 2022 Agreement Regular Hours of Work Breach;

- (vii) Section 535(1) in respect of the Respondent's failure to keep accurate records of a kind required to be kept by the Regulations in the 2014 Agreement Period and the 2022 Agreement Period;

- (viii) Section 535(4) in respect of the records being kept by the Respondent being false and misleading as pleaded in paragraph 298 239; and
- (ix) Section 535(3) in respect of the matters pleaded in paragraphs 300 to 303 241 to 244.
- b. orders pursuant to s.545 of the FWA awarding compensation to the Applicants and Group Members in respect of the Respondent's contraventions, being:
- i. an order pursuant to s.33Z(1)(f) and/or s.33Z(1)(g) and/or s.33ZF of the FCA Act awarding damages on an aggregate basis in respect of compensation; or in the alternative,
  - ii. an order pursuant to s.33Z(1)(e) and/or s.33Z(1)(g) and/or s.33ZF of the FCA Act awarding damages for group members, sub-group members or individual group members, being damages consisting of specified amounts or amounts worked out in such manner as the Court specifies.
- c. an order pursuant to s.546 of the FWA that the Respondent pay a pecuniary penalty to the Applicants or the relevant Group Members.
- d. an order pursuant to s.546 of the FWA that the Respondent pay a pecuniary penalty to the Applicants or the relevant Group Members on the basis that Section 535 Contraventions were serious contraventions within the meaning of s. 557A of the FWA as was in operation at the relevant time.
- e. an order pursuant to s.547 of the FWA and/or s. 51A of the FCA Act awarding interest up to judgment on the above amounts; and
- f. such further or other relief as the Court deems fit.

Date: ~~23 January 2025~~ ~~24 June 2025~~ 24 April 2026

**Marc Felman KC**

**Nilanka Goonetillake**



Signed by Corinne Armanini

Lawyer for the Applicants

**Certificate of lawyer**

I, Corinne Armanini, 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: ~~24 June 2025~~ 24 April 2026



Signed by Corinne Armanini

Lawyer for the Applicants

## Schedule A

**Table 1. Ms Olivia Iob**

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
				Estimates Only. Further particulars to be provided after discovery of store rosters				
Date	Day of the Week	Rostered Start Time	Rostered End Time	Pre-Shift Work (mins)	Post-Shift Work (mins)	Work during Meal Breaks (mins on call/mins worked)	Work during Rest Breaks (estimates of mins worked only)	Other breaches
1/23/2019	Wednesday							-
1/24/2019	Thursday	1/24/2019 9:00	1/24/2019 13:00	20		No Unpaid Break	10	-
1/25/2019	Friday							-
1/26/2019	Saturday	1/26/2019 12:15	1/26/2019 17:15	0	15	No Unpaid Break	0	-
1/27/2019	Sunday							-
1/28/2019	Monday							-
1/29/2019	Tuesday							-
1/30/2019	Wednesday							-
1/31/2019	Thursday							-
2/01/2019	Friday	2/01/2019 9:00	2/01/2019 14:00	20		No Unpaid Break	10	-
2/02/2019	Saturday	2/02/2019 12:45	2/02/2019 17:15	0	15	No Unpaid Break	0	-
2/03/2019	Sunday	2/03/2019 13:15	2/03/2019 17:15	0	15	No Unpaid Break		-
2/04/2019	Monday							-
2/05/2019	Tuesday							-

2/06/2019	Wednesday	2/06/2019 14:45	2/06/2019 17:45	0	15	No Unpaid Break		-
2/07/2019	Thursday	2/07/2019 17:15	2/07/2019 21:15	0		No Unpaid Break		-
2/08/2019	Friday							-
2/09/2019	Saturday							-
2/10/2019	Sunday							-
2/11/2019	Monday	2/11/2019 12:00	2/11/2019 15:00	0		No Unpaid Break		-
2/12/2019	Tuesday	2/12/2019 12:00	2/12/2019 15:00	0		No Unpaid Break		-
2/13/2019	Wednesday							-
2/14/2019	Thursday							-
2/15/2019	Friday							-
2/16/2019	Saturday							-
2/17/2019	Sunday							-
2/18/2019	Monday	2/18/2019 13:45	2/18/2019 17:45	0	15	No Unpaid Break		-
2/19/2019	Tuesday							-
2/20/2019	Wednesday							-
2/21/2019	Thursday							-
2/22/2019	Friday	2/22/2019 16:15	2/22/2019 21:15	0	15	No Unpaid Break	0	-
2/23/2019	Saturday	2/23/2019 14:15	2/23/2019 17:30	0		No Unpaid Break		-
2/24/2019	Sunday							-
2/25/2019	Monday	2/25/2019 13:45	2/25/2019 17:45	0	15	No Unpaid Break		-
2/26/2019	Tuesday							-
2/27/2019	Wednesday							-

2/28/2019	Thursday	2/28/2019 12:00	2/28/2019 15:00	0		No Unpaid Break		-
3/01/2019	Friday	3/01/2019 13:30	3/01/2019 17:30	0		No Unpaid Break		-
3/02/2019	Saturday							-
3/03/2019	Sunday							-
3/04/2019	Monday	3/04/2019 13:45	3/04/2019 17:45	0	15	No Unpaid Break		-
3/05/2019	Tuesday							-
3/06/2019	Wednesday							-
3/07/2019	Thursday	3/07/2019 12:00	3/07/2019 15:00	0		No Unpaid Break		-
3/08/2019	Friday	3/08/2019 13:30	3/08/2019 17:30	0		No Unpaid Break		-
3/09/2019	Saturday							-
3/10/2019	Sunday							-
3/11/2019	Monday	3/11/2019 13:15	3/11/2019 17:15	0	45	No Unpaid Break		-
3/12/2019	Tuesday							-
3/13/2019	Wednesday	3/13/2019 7:00	3/13/2019 15:45	0		40 minutes (0 worked)	10	-
3/14/2019	Thursday	3/14/2019 13:00	3/14/2019 21:15	0		40 minutes (0 worked)	0	-
3/15/2019	Friday							-
3/16/2019	Saturday							-
3/17/2019	Sunday							-
3/18/2019	Monday	3/18/2019 9:00	3/18/2019 17:45	20	15	40 minutes (0 worked)	10	-
3/19/2019	Tuesday							-
3/20/2019	Wednesday	3/20/2019 12:45	3/20/2019 17:45	0	15	No Unpaid Break	0	-

3/21/2019	Thursday	3/21/2019 17:15	3/21/2019 21:15	0		No Unpaid Break		-
3/22/2019	Friday							-
3/23/2019	Saturday							-
3/24/2019	Sunday							-
3/25/2019	Monday	3/25/2019 15:00	3/25/2019 20:30	0		40 minutes (0 worked)	0	-
3/26/2019	Tuesday							-
3/27/2019	Wednesday	3/27/2019 12:00	3/27/2019 15:00	0		No Unpaid Break		-
3/28/2019	Thursday							-
3/29/2019	Friday							-
3/30/2019	Saturday	3/30/2019 9:00	3/30/2019 17:15	20	15	40 minutes (0 worked)	10	-
3/31/2019	Sunday							-
4/01/2019	Monday	4/01/2019 9:00	4/01/2019 17:45	20	15	40 minutes (0 worked)	10	-
4/02/2019	Tuesday							-
4/03/2019	Wednesday	4/03/2019 12:00	4/03/2019 15:00	0		No Unpaid Break		-
4/04/2019	Thursday	4/04/2019 12:00	4/04/2019 15:00	0		No Unpaid Break		-
4/05/2019	Friday							-
4/06/2019	Saturday							-
4/07/2019	Sunday							-
4/08/2019	Monday	4/08/2019 9:00	4/08/2019 17:45	20	15	40 minutes (0 worked)	10	-
4/09/2019	Tuesday	4/09/2019 12:00	4/09/2019 15:00	0		No Unpaid Break		-
4/10/2019	Wednesday	4/10/2019 12:00	4/10/2019 15:00	0		No Unpaid Break		-

4/11/2019	Thursday	4/11/2019 12:00	4/11/2019 15:00	0		No Unpaid Break		-
4/12/2019	Friday	4/12/2019 10:00	4/12/2019 14:00	0		No Unpaid Break	10	-
4/13/2019	Saturday							-
4/14/2019	Sunday							-
4/15/2019	Monday	4/15/2019 9:00	4/15/2019 19:00	20		40 minutes (0 worked plus 40 worked)	10	-
4/16/2019	Tuesday							-
4/17/2019	Wednesday	4/17/2019 9:00	4/17/2019 17:45	20	15	40 minutes (0 worked)	10	-
4/18/2019	Thursday	4/18/2019 16:15	4/18/2019 19:15	0		No Unpaid Break		-
4/19/2019	Friday							-
4/20/2019	Saturday							-
4/21/2019	Sunday							-
4/22/2019	Monday	4/22/2019 10:00	4/22/2019 17:15	0	45	40 minutes (0 worked)	10	-
4/23/2019	Tuesday							-
4/24/2019	Wednesday	4/24/2019 12:00	4/24/2019 17:45	0	15	No Unpaid Break	0	-
4/25/2019	Thursday							-
4/26/2019	Friday							-
4/27/2019	Saturday	4/27/2019 11:00	4/27/2019 17:15	0	15	No Unpaid Break	0	-
4/28/2019	Sunday							-
4/29/2019	Monday	4/29/2019 9:00	4/29/2019 17:45	20	15	40 minutes (0 worked)	10	-
4/30/2019	Tuesday	4/30/2019 9:00	4/30/2019 17:00	20		40 minutes (0 worked)	10	-

5/01/2019	Wednesday	5/01/2019 12:00	5/01/2019 20:30	0		40 minutes (0 worked)	0	-
5/02/2019	Thursday	5/02/2019 12:00	5/02/2019 21:15	0		40 minutes (0 worked, plus 15 worked)	0	-
5/03/2019	Friday							-
5/04/2019	Saturday							-
5/05/2019	Sunday							-
5/06/2019	Monday	5/06/2019 9:00	5/06/2019 14:00	20		No Unpaid Break	10	-
5/07/2019	Tuesday	5/07/2019 9:00	5/07/2019 17:45	20	15	40 minutes (0 worked)	10	-
5/08/2019	Wednesday	5/08/2019 12:45	5/08/2019 17:45	0	15	No Unpaid Break	0	-
5/09/2019	Thursday	5/09/2019 10:00	5/09/2019 15:00	0		No Unpaid Break	10	-
5/10/2019	Friday							-
5/11/2019	Saturday	5/11/2019 10:00	5/11/2019 13:00	0		No Unpaid Break	10	-
5/12/2019	Sunday							-
5/13/2019	Monday	5/13/2019 9:00	5/13/2019 14:00	20		No Unpaid Break	10	-
5/14/2019	Tuesday							-
5/15/2019	Wednesday							-
5/16/2019	Thursday	5/16/2019 14:00	5/16/2019 19:00	0		No Unpaid Break	0	-
5/17/2019	Friday	5/17/2019 9:00	5/17/2019 21:15	20	15	80 minutes (40 worked)	10	Exceeds 12 hours per shift
5/18/2019	Saturday							-
5/19/2019	Sunday							-
5/20/2019	Monday	5/20/2019 9:00	5/20/2019 21:15	20		80 minutes (40 worked)	10	Exceeds 12 hours per shift

5/21/2019	Tuesday							-
5/22/2019	Wednesday							-
5/23/2019	Thursday	5/23/2019 18:15	5/23/2019 21:15	0	15	No Unpaid Break		-
5/24/2019	Friday							-
5/25/2019	Saturday							-
5/26/2019	Sunday							-
5/27/2019	Monday	5/27/2019 9:00	5/27/2019 14:00	20		No Unpaid Break	10	-
5/28/2019	Tuesday	5/28/2019 7:00	5/28/2019 10:00	0		No Unpaid Break	10	-
5/29/2019	Wednesday	5/29/2019 7:00	5/29/2019 10:00	0		No Unpaid Break	10	-
5/30/2019	Thursday							-
5/31/2019	Friday	5/31/2019 9:00	5/31/2019 14:00	20		No Unpaid Break	10	-
6/01/2019	Saturday							-
6/02/2019	Sunday							-
6/03/2019	Monday	6/03/2019 7:00	6/03/2019 15:00	0		40 minutes (0 worked)	10	-
6/04/2019	Tuesday							-
6/05/2019	Wednesday	6/05/2019 9:00	6/05/2019 17:45	20	15	40 minutes (0 worked)	10	-
6/06/2019	Thursday							-
6/07/2019	Friday	6/07/2019 9:00	6/07/2019 14:00	20		No Unpaid Break	10	-
6/08/2019	Saturday							-
6/09/2019	Sunday							-
6/10/2019	Monday	6/10/2019 10:00	6/10/2019 14:00	0		No Unpaid Break	10	-
6/11/2019	Tuesday							-

6/12/2019	Wednesday							-
6/13/2019	Thursday							-
6/14/2019	Friday	6/14/2019 9:00	6/14/2019 14:00	20		No Unpaid Break	10	-
6/15/2019	Saturday							-
6/16/2019	Sunday							-
6/17/2019	Monday	6/17/2019 9:00	6/17/2019 14:00	20		No Unpaid Break	10	-
6/18/2019	Tuesday							-
6/19/2019	Wednesday							-
6/20/2019	Thursday							-
6/21/2019	Friday	6/21/2019 9:00	6/21/2019 14:00	20		No Unpaid Break	10	-
6/22/2019	Saturday							-
6/23/2019	Sunday							-
6/24/2019	Monday	6/24/2019 9:00	6/24/2019 14:00	20		No Unpaid Break	10	-
6/25/2019	Tuesday							-
6/26/2019	Wednesday							-
6/27/2019	Thursday							-
6/28/2019	Friday	6/28/2019 9:00	6/28/2019 14:00	20		No Unpaid Break	10	-
6/29/2019	Saturday							-
6/30/2019	Sunday							-
7/01/2019	Monday	7/01/2019 8:00	7/01/2019 14:00	0		No Unpaid Break (40 worked)	10	-
7/02/2019	Tuesday							-
7/03/2019	Wednesday							-
7/04/2019	Thursday							-
7/05/2019	Friday	7/05/2019 9:00	7/05/2019 14:00	20		No Unpaid Break	10	-

7/06/2019	Saturday	7/06/2019 9:00	7/06/2019 17:45	20		40 minutes (0 worked)	10	-
7/07/2019	Sunday							-
7/08/2019	Monday	7/08/2019 9:00	7/08/2019 14:00	20		No Unpaid Break	10	-
7/09/2019	Tuesday	7/09/2019 7:00	7/09/2019 10:00	0		No Unpaid Break		-
7/10/2019	Wednesday							-
7/11/2019	Thursday							-
7/12/2019	Friday							-
7/13/2019	Saturday							-
7/14/2019	Sunday							-
7/15/2019	Monday	7/15/2019 9:00	7/15/2019 14:00	20		No Unpaid Break	10	-
7/16/2019	Tuesday	7/16/2019 12:45	7/16/2019 17:45	0	15	No Unpaid Break	0	-
7/17/2019	Wednesday							-
7/18/2019	Thursday							-
7/19/2019	Friday	7/19/2019 9:00	7/19/2019 13:45	20		No Unpaid Break	10	-
7/20/2019	Saturday							-
7/21/2019	Sunday							-
7/22/2019	Monday	7/22/2019 13:45	7/22/2019 17:45	0	15	No Unpaid Break		-
7/23/2019	Tuesday	7/23/2019 12:00	7/23/2019 15:00	0		No Unpaid Break		-
7/24/2019	Wednesday							-
7/25/2019	Thursday							-
7/26/2019	Friday	7/26/2019 9:00	7/26/2019 13:45	20		No Unpaid Break	10	-
7/27/2019	Saturday							-

7/28/2019	Sunday								-
7/29/2019	Monday	7/29/2019 9:00	7/29/2019 22:00	20		80 minutes (40 worked)	10		Exceeds 12 hours per shift
7/30/2019	Tuesday								-
7/31/2019	Wednesday								-
8/01/2019	Thursday								-
8/02/2019	Friday	8/02/2019 9:00	8/02/2019 13:45	20		No Unpaid Break	10		-
8/03/2019	Saturday	8/03/2019 9:00	8/03/2019 17:15	20	15	40 minutes (0 worked)	10		-
8/04/2019	Sunday								-
8/05/2019	Monday	8/05/2019 12:45	8/05/2019 17:45	0	15	No Unpaid Break	0		-
8/06/2019	Tuesday	8/06/2019 12:45	8/06/2019 17:45	0	15	No Unpaid Break	0		-
8/07/2019	Wednesday								-
8/08/2019	Thursday								-
8/09/2019	Friday	8/09/2019 9:00	8/09/2019 13:45	20		No Unpaid Break	10		-
8/10/2019	Saturday								-
8/11/2019	Sunday								-
8/12/2019	Monday	8/12/2019 12:45	8/12/2019 17:45	0	15	No Unpaid Break	0		-
8/13/2019	Tuesday	8/13/2019 9:00	8/13/2019 17:45	20	15	40 minutes (0 worked)	10		-
8/14/2019	Wednesday								-
8/15/2019	Thursday	8/15/2019 9:00	8/15/2019 13:45	20		No Unpaid Break	0		-
8/16/2019	Friday	8/16/2019 12:00	8/16/2019 15:00	0		No Unpaid Break			-
8/17/2019	Saturday								-
8/18/2019	Sunday								-

8/19/2019	Monday	8/19/2019 12:45	8/19/2019 17:45	0	15	No Unpaid Break	0	-
8/20/2019	Tuesday							-
8/21/2019	Wednesday							-
8/22/2019	Thursday							-
8/23/2019	Friday	8/23/2019 9:00	8/23/2019 21:15	20	15	80 minutes (40 worked)	10	Exceeds 12- hours per shift
8/24/2019	Saturday							-
8/25/2019	Sunday							-
8/26/2019	Monday	8/26/2019 12:45	8/26/2019 17:45	0	15	No Unpaid Break	0	-
8/27/2019	Tuesday	8/27/2019 12:45	8/27/2019 17:45	0	15	No Unpaid Break	0	-
8/28/2019	Wednesday	8/28/2019 9:00	8/28/2019 17:45	20	15	40 minutes (0 worked)	10	-
8/29/2019	Thursday	8/29/2019 12:00	8/29/2019 16:00	0		No Unpaid Break		-
8/30/2019	Friday	8/30/2019 9:00	8/30/2019 13:00	20		No Unpaid Break		-
8/31/2019	Saturday							-
9/01/2019	Sunday							-
9/02/2019	Monday	9/02/2019 12:45	9/02/2019 17:45	0	15	No Unpaid Break	0	-
9/03/2019	Tuesday	9/03/2019 7:15	9/03/2019 16:00	0		40 minutes (0 worked)	10	-
9/04/2019	Wednesday	9/04/2019 9:00	9/04/2019 17:45	20	15	40 minutes (0 worked)	10	-
9/05/2019	Thursday							-
9/06/2019	Friday	9/06/2019 9:00	9/06/2019 13:00	20		No Unpaid Break		-
9/07/2019	Saturday							-
9/08/2019	Sunday							-

9/09/2019	Monday	9/09/2019 12:45	9/09/2019 17:45	0	15	No Unpaid Break	0	-
9/10/2019	Tuesday	9/10/2019 13:00	9/10/2019 17:45	0	15	No Unpaid Break	0	-
9/11/2019	Wednesday	9/11/2019 9:00	9/11/2019 17:45	20	15	40 minutes (0 worked)	10	-
9/12/2019	Thursday							-
9/13/2019	Friday	9/13/2019 9:00	9/13/2019 12:45	20		No Unpaid Break		-
9/14/2019	Saturday							-
9/15/2019	Sunday							-
9/16/2019	Monday	9/16/2019 7:00	9/16/2019 14:15	0		40 minutes (0 worked)	10	-
9/17/2019	Tuesday	9/17/2019 7:00	9/17/2019 16:00	0		40 minutes (0 worked)	10	-
9/18/2019	Wednesday	9/18/2019 12:00	9/18/2019 15:00	0		No Unpaid Break		-
9/19/2019	Thursday							-
9/20/2019	Friday							-
9/21/2019	Saturday							-
9/22/2019	Sunday							-
9/23/2019	Monday							-
9/24/2019	Tuesday							-
9/25/2019	Wednesday							-
9/26/2019	Thursday							-
9/27/2019	Friday							-
9/28/2019	Saturday							-
9/29/2019	Sunday							-
9/30/2019	Monday							-
10/01/2019	Tuesday							-

10/02/2019	Wednesday	10/02/2019 7:00	10/02/2019 15:45	0		40 minutes (0 worked)	10	-
10/03/2019	Thursday	10/03/2019 9:00	10/03/2019 16:15	20		40 minutes (0 worked)	10	-
10/04/2019	Friday	10/04/2019 12:30	10/04/2019 21:15	0	15	40 minutes (0 worked)	0	-
10/05/2019	Saturday	10/05/2019 9:00	10/05/2019 17:15	20	15	40 minutes (0 worked)	10	-
10/06/2019	Sunday							-
10/07/2019	Monday	10/07/2019 12:45	10/07/2019 17:45	0	15	No Unpaid Break	0	-
10/08/2019	Tuesday							-
10/09/2019	Wednesday	10/09/2019 9:00	10/09/2019 17:45	20	15	40 minutes (0 worked)	10	-
10/10/2019	Thursday	10/10/2019 9:00	10/10/2019 16:15	20		40 minutes (0 worked)	10	-
10/11/2019	Friday	10/11/2019 12:30	10/11/2019 21:15	0	15	40 minutes (0 worked)	0	-
10/12/2019	Saturday	10/12/2019 9:00	10/12/2019 17:15	20	15	40 minutes (0 worked)	10	-
10/13/2019	Sunday							-
10/14/2019	Monday							-
10/15/2019	Tuesday							-
10/16/2019	Wednesday	10/16/2019 9:00	10/16/2019 17:45	20	15	40 minutes (0 worked)	10	-
10/17/2019	Thursday	10/17/2019 8:00	10/17/2019 15:15	0		40 minutes (0 worked)	10	-
10/18/2019	Friday	10/18/2019 12:30	10/18/2019 21:15	0	15	40 minutes (0 worked)	0	-
10/19/2019	Saturday	10/19/2019 9:00	10/19/2019 17:15	20	15	40 minutes (0 worked)	10	-
10/20/2019	Sunday							-

10/21/2019	Monday							-
10/22/2019	Tuesday							-
10/23/2019	Wednesday	10/23/2019 9:00	10/23/2019 17:45	20	15	40 minutes (0 worked)	10	-
10/24/2019	Thursday	10/24/2019 9:00	10/24/2019 16:15	20		40 minutes (0 worked)	10	-
10/25/2019	Friday	10/25/2019 12:30	10/25/2019 21:15	0	15	40 minutes (0 worked)	0	-
10/26/2019	Saturday	10/26/2019 9:00	10/26/2019 17:15	20	15	40 minutes (0 worked)	10	-
10/27/2019	Sunday							-
10/28/2019	Monday							-
10/29/2019	Tuesday							-
10/30/2019	Wednesday	10/30/2019 9:00	10/30/2019 17:45	20	15	40 minutes (0 worked)	10	-
10/31/2019	Thursday	10/31/2019 8:30	10/31/2019 15:00	0		No Unpaid Break	10	-
11/01/2019	Friday	11/01/2019 12:30	11/01/2019 21:45	0		40 minutes (0 worked)	0	-
11/02/2019	Saturday	11/02/2019 8:30	11/02/2019 17:45	0		40 minutes (0 worked)	10	-
11/03/2019	Sunday							-
11/04/2019	Monday							-
11/05/2019	Tuesday							-
11/06/2019	Wednesday	11/06/2019 7:00	11/06/2019 17:45	0	15	80 minutes (40 worked)	10	-
11/07/2019	Thursday	11/07/2019 9:00	11/07/2019 17:00	20		40 minutes (0 worked)	10	-
11/08/2019	Friday	11/08/2019 12:30	11/08/2019 21:15	0	15	40 minutes (0 worked)	0	-
11/09/2019	Saturday	11/09/2019 9:00	11/09/2019 17:15	20	15	40 minutes (0 worked)	10	-

11/10/2019	Sunday							-
11/11/2019	Monday							-
11/12/2019	Tuesday							-
11/13/2019	Wednesday	11/13/2019 9:00	11/13/2019 17:45	20	15	40 minutes (0 worked)	10	-
11/14/2019	Thursday	11/14/2019 9:00	11/14/2019 16:15	20		40 minutes (0 worked)	10	-
11/15/2019	Friday	11/15/2019 12:30	11/15/2019 21:15	0	15	40 minutes (0 worked)	0	-
11/16/2019	Saturday	11/16/2019 9:00	11/16/2019 17:15	20	15	40 minutes (0 worked)	10	-
11/17/2019	Sunday							-
11/18/2019	Monday							-
11/19/2019	Tuesday							-
11/20/2019	Wednesday	11/20/2019 9:00	11/20/2019 17:45	20	15	40 minutes (20 worked)	10	-
11/21/2019	Thursday	11/21/2019 9:00	11/21/2019 17:15	20		40 minutes (20 worked)	10	-
11/22/2019	Friday							-
11/23/2019	Saturday							-
11/24/2019	Sunday							-
11/25/2019	Monday							-
11/26/2019	Tuesday							-
11/27/2019	Wednesday	11/27/2019 12:30	11/27/2019 22:30	0		40 minutes (40 worked)	0	-
11/28/2019	Thursday	11/28/2019 9:00	11/28/2019 17:15	20		40 minutes (20 worked)	10	-
11/29/2019	Friday	11/29/2019 12:30	11/29/2019 21:15	0	15	40 minutes (20 worked)	0	-
11/30/2019	Saturday	11/30/2019 9:00	11/30/2019 17:15	20	15	40 minutes (20 worked)	10	-
12/01/2019	Sunday							-

12/02/2019	Monday							-
12/03/2019	Tuesday							-
12/04/2019	Wednesday	12/04/2019 9:00	12/04/2019 17:45	20	15	40 minutes (20 worked)	10	-
12/05/2019	Thursday	12/05/2019 7:00	12/05/2019 15:15	0		40 minutes (20 worked)	10	-
12/06/2019	Friday	12/06/2019 12:30	12/06/2019 21:15	0	15	40 minutes (20 worked)	0	-
12/07/2019	Saturday	12/07/2019 9:00	12/07/2019 17:15	20	15	40 minutes (20 worked)	10	-
12/08/2019	Sunday							-
12/09/2019	Monday							-
12/10/2019	Tuesday	12/10/2019 11:30	12/10/2019 21:00	0		40 minutes (20 worked)	0	-
12/11/2019	Wednesday	12/11/2019 8:30	12/11/2019 18:15	0		40 minutes (25 worked)	10	-
12/12/2019	Thursday	12/12/2019 8:30	12/12/2019 21:45	0		80 minutes (60 worked)	10	Exceeds 12- hours per shift
12/13/2019	Friday	12/13/2019 13:30	12/13/2019 21:45	0		40 minutes (20 worked)	0	-
12/14/2019	Saturday	12/14/2019 8:30	12/14/2019 17:45	0		40 minutes (20 worked)	10	-
12/15/2019	Sunday							-
12/16/2019	Monday							-
12/17/2019	Tuesday							-
12/18/2019	Wednesday	12/18/2019 8:30	12/18/2019 17:30	0	30	40 minutes (20 worked)	10	-
12/19/2019	Thursday	12/19/2019 8:30	12/19/2019 18:00	0		40 minutes (20 worked)	10	-
12/20/2019	Friday	12/20/2019 12:30	12/20/2019 21:45	0		40 minutes (20 worked)	0	-

12/21/2019	Saturday	12/21/2019 10:00	12/21/2019 17:15	0	15	40 minutes (20 worked)	10	-
12/22/2019	Sunday	12/22/2019 18:15	12/22/2019 21:15	0		No Unpaid Break		-
12/23/2019	Monday	12/23/2019 13:30	12/24/2019 0:45	0		80 minutes (60 worked)	0	-
12/24/2019	Tuesday	12/24/2019 11:30	12/24/2019 19:30	0		40 minutes (20 worked)	0	-
12/25/2019	Wednesday	12/25/2019 9:00	12/25/2019 17:45	20	15	40 minutes (20 worked)	10	-
12/26/2019	Thursday	12/26/2019 8:00	12/26/2019 16:15	0		40 minutes (20 worked)	10	-
12/27/2019	Friday	12/27/2019 13:15	12/27/2019 20:15	0		40 minutes (20 worked)	0	-
12/28/2019	Saturday	12/28/2019 9:00	12/28/2019 17:15	20	15	40 minutes (20 worked)	10	-
12/29/2019	Sunday							-
12/30/2019	Monday							-
12/31/2019	Tuesday	12/31/2019 9:00	12/31/2019 17:45	20	15	40 minutes (20 worked)	10	-
1/01/2020	Wednesday	1/01/2020 9:00	1/01/2020 17:45	20	15	40 minutes (20 worked)	10	-
1/02/2020	Thursday	1/02/2020 9:00	1/02/2020 18:15	20		40 minutes (20 worked)	10	-
1/03/2020	Friday	1/03/2020 12:30	1/03/2020 21:15	0	15	40 minutes (20 worked)	0	-
1/04/2020	Saturday	1/04/2020 9:00	1/04/2020 17:15	20	15	40 minutes (20 worked)	10	-
1/05/2020	Sunday							-
1/06/2020	Monday	1/06/2020 9:00	1/06/2020 17:45	20	15	40 minutes (20 worked)	10	-
1/07/2020	Tuesday							-

1/08/2020	Wednesday	1/08/2020 9:00	1/08/2020 17:45	20	15	40 minutes (20 worked)	10	-
1/09/2020	Thursday	1/09/2020 9:00	1/09/2020 16:15	20		40 minutes (20 worked)	10	-
1/10/2020	Friday	1/10/2020 12:30	1/10/2020 21:15	0	15	40 minutes (20 worked)	0	-
1/11/2020	Saturday	1/11/2020 9:00	1/11/2020 17:15	20	15	40 minutes (20 worked)	10	-
1/12/2020	Sunday							-
1/13/2020	Monday	1/13/2020 9:00	1/13/2020 13:00	20		No Unpaid Break		-
1/14/2020	Tuesday							-
1/15/2020	Wednesday	1/15/2020 9:00	1/15/2020 17:45	20	15	40 minutes (20 worked)	10	-
1/16/2020	Thursday	1/16/2020 9:00	1/16/2020 16:15	20		40 minutes (20 worked)	10	-
1/17/2020	Friday	1/17/2020 12:45	1/17/2020 21:15	0	15	40 minutes (20 worked)	0	-
1/18/2020	Saturday	1/18/2020 9:00	1/18/2020 17:15	20	15	40 minutes (20 worked)	10	-
1/19/2020	Sunday							-
1/20/2020	Monday	1/20/2020 12:00	1/20/2020 21:15	0		40 minutes (20 worked)	0	-
1/21/2020	Tuesday							-
1/22/2020	Wednesday	1/22/2020 9:00	1/22/2020 17:45	20	15	40 minutes (0 worked)	10	-
1/23/2020	Thursday	1/23/2020 9:00	1/23/2020 16:15	20		40 minutes (0 worked)	10	-
1/24/2020	Friday							-
1/25/2020	Saturday	1/25/2020 9:00	1/25/2020 17:15	20	15	40 minutes (0 worked)	10	-
1/26/2020	Sunday							-

1/27/2020	Monday	1/27/2020 10:00	1/27/2020 17:15	0	45	40 minutes (0 worked)	10	-
1/28/2020	Tuesday							-
1/29/2020	Wednesday	1/29/2020 9:00	1/29/2020 17:45	20	15	40 minutes (0 worked)	10	-
1/30/2020	Thursday	1/30/2020 9:00	1/30/2020 16:15	20		40 minutes (0 worked)	10	-
1/31/2020	Friday							-
2/01/2020	Saturday							-
2/02/2020	Sunday							-
2/03/2020	Monday	2/03/2020 9:00	2/03/2020 17:45	20	15	40 minutes (0 worked)	10	-
2/04/2020	Tuesday							-
2/05/2020	Wednesday	2/05/2020 9:00	2/05/2020 14:00	20		No Unpaid Break	10	-
2/06/2020	Thursday	2/06/2020 9:00	2/06/2020 17:30	20		40 minutes (0 worked)	10	-
2/07/2020	Friday							-
2/08/2020	Saturday	2/08/2020 9:00	2/08/2020 17:15	20	15	40 minutes (0 worked)	10	-
2/09/2020	Sunday							-
2/10/2020	Monday	2/10/2020 9:00	2/10/2020 17:45	20	15	40 minutes (0 worked)	10	-
2/11/2020	Tuesday							-
2/12/2020	Wednesday	2/12/2020 9:00	2/12/2020 17:45	20	15	40 minutes (0 worked)	10	-
2/13/2020	Thursday							-
2/14/2020	Friday							-
2/15/2020	Saturday							-
2/16/2020	Sunday							-
2/17/2020	Monday	2/17/2020 9:00	2/17/2020 17:45	20	15	40 minutes (0 worked)	10	-

2/18/2020	Tuesday								-
2/19/2020	Wednesday								-
2/20/2020	Thursday								-
2/21/2020	Friday	2/21/2020 13:30	2/21/2020 21:15	0	15	40 minutes (0 worked)	0		-
2/22/2020	Saturday	2/22/2020 9:00	2/22/2020 17:15	20	15	40 minutes (0 worked)	10		-
2/23/2020	Sunday								-
2/24/2020	Monday								-
2/25/2020	Tuesday								-
2/26/2020	Wednesday	2/26/2020 9:00	2/26/2020 17:45	20	15	40 minutes (0 worked)	10		-
2/27/2020	Thursday	2/27/2020 9:00	2/27/2020 17:15	20		40 minutes (0 worked)	10		-
2/28/2020	Friday	2/28/2020 13:30	2/28/2020 21:15	0	15	40 minutes (0 worked)	0		-
2/29/2020	Saturday	2/29/2020 9:00	2/29/2020 17:15	20	15	40 minutes (0 worked)	10		-
3/01/2020	Sunday								-
3/02/2020	Monday	3/02/2020 9:00	3/02/2020 17:45	20	15	40 minutes (0 worked)	10		-
3/03/2020	Tuesday					40 minutes (0 worked)			-
3/04/2020	Wednesday	3/04/2020 9:00	3/04/2020 17:45	20	15	40 minutes (0 worked)	10		-
3/05/2020	Thursday	3/05/2020 9:00	3/05/2020 16:45	20		40 minutes (0 worked)	10		-
3/06/2020	Friday	3/06/2020 13:00	3/06/2020 21:15	0	15	40 minutes (0 worked)	0		-
3/07/2020	Saturday	3/07/2020 9:00	3/07/2020 17:15	20	15	40 minutes (0 worked)	10		-
3/08/2020	Sunday								-

3/09/2020	Monday	3/09/2020 10:00	3/09/2020 17:45	0	15	40 minutes (0 worked)	10	-
3/10/2020	Tuesday							-
3/11/2020	Wednesday	3/11/2020 12:00	3/11/2020 22:15	0		40 minutes (0 worked)	0	-
3/12/2020	Thursday	3/12/2020 9:00	3/12/2020 12:30	20		No Unpaid Break		-
3/13/2020	Friday	3/13/2020 12:00	3/13/2020 21:15	0	15	40 minutes (0 worked)	0	-
3/14/2020	Saturday	3/14/2020 9:00	3/14/2020 17:15	20	15	40 minutes (0 worked)	10	-
3/15/2020	Sunday							-
3/16/2020	Monday	3/16/2020 9:00	3/16/2020 17:45	20	15	40 minutes (0 worked)	10	-
3/17/2020	Tuesday							-
3/18/2020	Wednesday	3/18/2020 9:00	3/18/2020 17:45	20	15	40 minutes (0 worked)	10	-
3/19/2020	Thursday	3/19/2020 9:00	3/19/2020 16:15	20		40 minutes (0 worked)	10	-
3/20/2020	Friday	3/20/2020 12:30	3/20/2020 21:15	0	15	40 minutes (0 worked)	0	-
3/21/2020	Saturday	3/21/2020 9:00	3/21/2020 17:15	20	15	40 minutes (0 worked)	10	-
3/22/2020	Sunday							-
3/23/2020	Monday	3/23/2020 9:00	3/23/2020 17:45	20	15	40 minutes (0 worked)	10	-
3/24/2020	Tuesday							-
3/25/2020	Wednesday	3/25/2020 9:00	3/25/2020 17:45	20	15	40 minutes (0 worked)	10	-
3/26/2020	Thursday							-
3/27/2020	Friday							-
3/28/2020	Saturday							-

3/29/2020	Sunday								-
3/30/2020	Monday								-
3/31/2020	Tuesday								-
4/01/2020	Wednesday								-
4/02/2020	Thursday								-
4/03/2020	Friday								-
4/04/2020	Saturday								-
4/05/2020	Sunday								-
4/06/2020	Monday								-
4/07/2020	Tuesday								-
4/08/2020	Wednesday								-
4/09/2020	Thursday								-
4/10/2020	Friday	4/10/2020 9:00	4/10/2020 17:45	20		40 minutes (0 worked)	10		-
4/11/2020	Saturday	4/11/2020 9:00	4/11/2020 17:45	20		40 minutes (0 worked)	10		-
4/12/2020	Sunday	4/12/2020 9:00	4/12/2020 17:45	0		40 minutes (0 worked)	10		-
4/13/2020	Monday	4/13/2020 9:00	4/13/2020 17:45	20	15	40 minutes (0 worked)	10		-
4/14/2020	Tuesday								-
4/15/2020	Wednesday								-
4/16/2020	Thursday	4/16/2020 9:00	4/16/2020 17:30	20		40 minutes (0 worked)	10		-
4/17/2020	Friday	4/17/2020 9:00	4/17/2020 17:30	20		40 minutes (0 worked)	10		-
4/18/2020	Saturday	4/18/2020 9:00	4/18/2020 13:30	20		No Unpaid Break	10		-
4/19/2020	Sunday								-
4/20/2020	Monday								-
4/21/2020	Tuesday								-

4/22/2020	Wednesday							-
4/23/2020	Thursday	4/23/2020 9:00	4/23/2020 17:45	20		40 minutes (0 worked)	10	-
4/24/2020	Friday	4/24/2020 9:00	4/24/2020 17:45	20		40 minutes (0 worked)	10	-
4/25/2020	Saturday	4/25/2020 9:00	4/25/2020 17:15	20	15	40 minutes (0 worked)	10	-
4/26/2020	Sunday							-
4/27/2020	Monday							-
4/28/2020	Tuesday	4/28/2020 9:00	4/28/2020 17:45	20	15	40 minutes (0 worked)	10	-
4/29/2020	Wednesday	4/29/2020 9:00	4/29/2020 17:45	20	15	40 minutes (0 worked)	10	-
4/30/2020	Thursday							-
5/01/2020	Friday							-
5/02/2020	Saturday	5/02/2020 9:00	5/02/2020 17:45	20		40 minutes (0 worked)	10	-
5/03/2020	Sunday							-
5/04/2020	Monday	5/04/2020 9:00	5/04/2020 17:45	20	15	40 minutes (0 worked)	10	-
5/05/2020	Tuesday	5/05/2020 9:00	5/05/2020 17:45	20	15	40 minutes (0 worked)	10	-
5/06/2020	Wednesday							-
5/07/2020	Thursday							-
5/08/2020	Friday							-
5/09/2020	Saturday	5/09/2020 9:00	5/09/2020 17:45	20		40 minutes (0 worked)	10	-
5/10/2020	Sunday							-
5/11/2020	Monday							-
5/12/2020	Tuesday	5/12/2020 9:00	5/12/2020 17:45	20	15	40 minutes (0 worked)	10	-

5/13/2020	Wednesday	5/13/2020 9:00	5/13/2020 14:00	20		No Unpaid Break	10	-
5/14/2020	Thursday	5/14/2020 12:45	5/14/2020 17:45	0		No Unpaid Break	0	-
5/15/2020	Friday	5/15/2020 9:00	5/15/2020 17:45	20		40 minutes (0 worked)	10	-
5/16/2020	Saturday							-
5/17/2020	Sunday							-
5/18/2020	Monday							-
5/19/2020	Tuesday	5/19/2020 9:00	5/19/2020 14:00	20		No Unpaid Break	10	-
5/20/2020	Wednesday	5/20/2020 9:00	5/20/2020 14:00	20		No Unpaid Break	10	-
5/21/2020	Thursday	5/21/2020 12:45	5/21/2020 17:45	0		No Unpaid Break	0	-
5/22/2020	Friday	5/22/2020 9:00	5/22/2020 14:00	20		No Unpaid Break	10	-
5/23/2020	Saturday	5/23/2020 12:15	5/23/2020 17:15	0	15	No Unpaid Break	0	-
5/24/2020	Sunday							-
5/25/2020	Monday							-
5/26/2020	Tuesday	5/26/2020 9:00	5/26/2020 14:00	20		No Unpaid Break	10	-
5/27/2020	Wednesday	5/27/2020 9:00	5/27/2020 14:00	20		No Unpaid Break	10	-
5/28/2020	Thursday	5/28/2020 9:00	5/28/2020 21:15	20	15	80 minutes (40 worked)	10	Exceeds 12 hours per shift
5/29/2020	Friday	5/29/2020 12:45	5/29/2020 17:45	0		No Unpaid Break	0	-
5/30/2020	Saturday	5/30/2020 12:15	5/30/2020 17:15	0	15	No Unpaid Break	0	-
5/31/2020	Sunday							-

6/01/2020	Monday							-
6/02/2020	Tuesday	6/02/2020 9:00	6/02/2020 14:00	20		No Unpaid Break	10	-
6/03/2020	Wednesday	6/03/2020 13:45	6/03/2020 17:45	0	15	No Unpaid Break		-
6/04/2020	Thursday	6/04/2020 9:00	6/04/2020 14:00	20		No Unpaid Break	10	-
6/05/2020	Friday	6/05/2020 9:00	6/05/2020 14:00	20		No Unpaid Break	10	-
6/06/2020	Saturday	6/06/2020 9:00	6/06/2020 17:15	20	15	40 minutes (0 worked)	10	-
6/07/2020	Sunday							-
6/08/2020	Monday	6/08/2020 10:00	6/08/2020 17:15	0	45	40 minutes (0 worked)	10	-
6/09/2020	Tuesday							-
6/10/2020	Wednesday							-
6/11/2020	Thursday	6/11/2020 12:45	6/11/2020 17:45	0		No Unpaid Break	0	-
6/12/2020	Friday	6/12/2020 13:30	6/12/2020 17:15	0		No Unpaid Break		-
6/13/2020	Saturday	6/13/2020 10:00	6/13/2020 17:15	0	15	40 minutes (0 worked)	10	-
6/14/2020	Sunday							-
6/15/2020	Monday	6/15/2020 10:00	6/15/2020 17:45	0	15	40 minutes (0 worked)	10	-
6/16/2020	Tuesday	6/16/2020 16:00	6/16/2020 17:45	0	15	No Unpaid Break		Shift less than 3 hours
6/17/2020	Wednesday	6/17/2020 22:00	6/17/2020 23:00	0		No Unpaid Break		Shift less than 3 hours
6/18/2020	Thursday	6/18/2020 12:45	6/18/2020 17:45	0		No Unpaid Break	0	-
6/19/2020	Friday							-

6/20/2020	Saturday								-
6/21/2020	Sunday								-
6/22/2020	Monday	6/22/2020 14:30	6/22/2020 17:45	0	15	No Unpaid Break			Shift less than 3 hours
6/23/2020	Tuesday	6/23/2020 10:00	6/23/2020 15:00	0		No Unpaid Break	10		-
6/24/2020	Wednesday	6/24/2020 10:00	6/24/2020 15:00	0		No Unpaid Break	10		-
6/25/2020	Thursday								-
6/26/2020	Friday	6/26/2020 10:00	6/26/2020 17:00	0		40 minutes (0 worked)	10		-
6/27/2020	Saturday	6/27/2020 9:00	6/27/2020 17:45	20		40 minutes (0 worked)	10		-
6/28/2020	Sunday								-
6/29/2020	Monday	6/29/2020 8:58	6/29/2020 18:45	0		40 minutes (5 worked)	10		-
6/30/2020	Tuesday	6/30/2020 9:00	6/30/2020 17:45	20	15	40 minutes (0 worked)	10		-
7/01/2020	Wednesday	7/01/2020 9:00	7/01/2020 18:00	20		40 minutes (0 worked)	10		-
7/02/2020	Thursday	7/02/2020 12:00	7/02/2020 21:15	0	15	40 minutes (0 worked)	0		-
7/03/2020	Friday	7/03/2020 9:00	7/03/2020 18:15	20		40 minutes (0 worked)	10		-
7/04/2020	Saturday								-
7/05/2020	Sunday								-
7/06/2020	Monday								-
7/07/2020	Tuesday								-
7/08/2020	Wednesday								-
7/09/2020	Thursday								-
7/10/2020	Friday								-

7/11/2020	Saturday	7/11/2020 9:00	7/11/2020 17:15	20	15	40 minutes (0 worked)	10	-
7/12/2020	Sunday							-
7/13/2020	Monday							-
7/14/2020	Tuesday							-
7/15/2020	Wednesday							-
7/16/2020	Thursday	7/16/2020 10:00	7/16/2020 17:45	0		40 minutes (0 worked)	10	-
7/17/2020	Friday	7/17/2020 10:00	7/17/2020 17:45	0		40 minutes (0 worked)	10	-
7/18/2020	Saturday	7/18/2020 10:00	7/18/2020 18:00	0		40 minutes (0 worked)	10	-
7/19/2020	Sunday							-
7/20/2020	Monday	7/20/2020 10:00	7/20/2020 14:00	0		No Unpaid Break		-
7/21/2020	Tuesday	7/21/2020 10:00	7/21/2020 14:00	0		No Unpaid Break		-
7/22/2020	Wednesday	7/22/2020 13:45	7/22/2020 17:15	0	45	No Unpaid Break		-
7/23/2020	Thursday	7/23/2020 9:00	7/23/2020 14:00	20		No Unpaid Break	10	-
7/24/2020	Friday	7/24/2020 8:00	7/24/2020 17:15	0		40 minutes (0 worked)	10	-
7/25/2020	Saturday							-
7/26/2020	Sunday							-
7/27/2020	Monday	7/27/2020 11:00	7/27/2020 21:00	0		40 minutes (0 worked)	0	-
7/28/2020	Tuesday	7/28/2020 10:00	7/28/2020 14:00	0		No Unpaid Break		-
7/29/2020	Wednesday	7/29/2020 10:00	7/29/2020 14:00	0		No Unpaid Break		-

7/30/2020	Thursday	7/30/2020 13:45	7/30/2020 17:15	0		No Unpaid Break		-
7/31/2020	Friday	7/31/2020 10:00	7/31/2020 14:00	0		No Unpaid Break		-
8/01/2020	Saturday							-
8/02/2020	Sunday							-
8/03/2020	Monday							-
8/04/2020	Tuesday	8/04/2020 10:00	8/04/2020 17:15	0	45	40 minutes (0 worked)	10	-
8/05/2020	Wednesday	8/05/2020 13:00	8/05/2020 17:15	0	45	No Unpaid Break	0	-

**Table 2. Ms Ayesha Kelso**

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	
				<b>Estimates Only. Further particulars to be provided after discovery of store rosters</b>					
<b>Date</b>	<b>Day of the Week</b>	<b>Rostered Start Time</b>	<b>Rostered End Time</b>	<b>Pre-Shift Work (mins)</b>	<b>Post-Shift Work (mins)</b>	<b>Work during Meal Breaks (mins on cal/minutes worked)</b>	<b>Work during Rest Breaks (estimates of mins worked only)</b>	<b>Other breaches</b>	
10/05/2022	Wednesday	10/05/2022 9:00	10/05/2022 18:00	20			20	-	
10/06/2022	Thursday	10/06/2022 9:00	10/06/2022 18:00	20		40 mins (15 worked)	20	-	
10/07/2022	Friday	10/07/2022 9:00	10/07/2022 18:00	20		40 mins (15 worked)	20	-	
10/08/2022	Saturday	10/08/2022 9:00	10/08/2022 17:45	20		40 mins (15 worked)	20	-	
10/09/2022	Sunday							-	

10/10/2022	Monday	10/10/2022 9:00	10/10/2022 17:45	20	15	40 mins (15 worked)	20	-
10/11/2022	Tuesday	10/11/2022 9:00	10/11/2022 16:00	20		40 mins (15 worked)	10	-
10/12/2022	Wednesday							-
10/13/2022	Thursday	10/13/2022 12:30	10/13/2022 21:00	0		40 mins (15 worked)	20	-
10/14/2022	Friday	10/14/2022 9:00	10/14/2022 17:30	20		40 mins (15 worked)	20	-
10/15/2022	Saturday	10/15/2022 9:00	10/15/2022 18:00	20		40 mins (15 worked)	20	-
10/16/2022	Sunday							-
10/17/2022	Monday	10/17/2022 9:00	10/17/2022 17:15	20	45	40 mins (15 worked)	20	-
10/18/2022	Tuesday							-
10/19/2022	Wednesday	10/19/2022 9:00	10/19/2022 14:10	20		No Unpaid Break (10 worked)	10	-
10/20/2022	Thursday	10/20/2022 9:00	10/20/2022 17:45	20	15	45 mins (15 worked)	20	-
10/21/2022	Friday							-
10/22/2022	Saturday							-
10/23/2022	Sunday	10/23/2022 10:00	10/23/2022 17:15	20		45 mins (15 worked)	20	-
10/24/2022	Monday	10/24/2022 9:00	10/24/2022 14:30	20		No Unpaid Break (30 worked)	10	-
10/25/2022	Tuesday	10/25/2022 9:00	10/25/2022 17:45	20	15	45 mins (15 worked)	20	-
10/26/2022	Wednesday	10/26/2022 9:00	10/26/2022 17:45	20	15	45 mins (15 worked)	20	-
10/27/2022	Thursday	10/27/2022 9:00	10/27/2022 17:45	20	15	45 mins (15 worked)	20	-
10/28/2022	Friday							-

10/29/2022	Saturday							-
10/30/2022	Sunday	10/30/2022 10:00	10/30/2022 17:15	20		45 mins (15 worked)	20	-
10/31/2022	Monday	10/31/2022 9:00	10/31/2022 17:45	20	15	45 mins (15 worked)	20	-
11/01/2022	Tuesday	11/01/2022 9:00	11/01/2022 17:15	20	45	45 mins (15 worked)	20	-
11/02/2022	Wednesday	11/02/2022 9:00	11/02/2022 17:45	20	15	45 mins (15 worked)	20	-
11/03/2022	Thursday	11/03/2022 9:00	11/03/2022 17:45	20	15	45 mins (15 worked)	20	-
11/04/2022	Friday							-
11/05/2022	Saturday	11/05/2022 9:00	11/05/2022 18:00	20		45 mins (15 worked)	20	-
11/06/2022	Sunday							-
11/07/2022	Monday							-
11/08/2022	Tuesday	11/08/2022 9:00	11/08/2022 17:45	20	15	45 mins (15 worked)	20	-
11/09/2022	Wednesday	11/09/2022 9:00	11/09/2022 17:45	20	15	45 mins (15 worked)	20	-
11/10/2022	Thursday	11/10/2022 7:30	11/10/2022 16:15	0		45 mins (15 worked)	20	-
11/11/2022	Friday							-
11/12/2022	Saturday	11/12/2022 9:00	11/12/2022 14:00	20		No Unpaid Break	10	-
11/13/2022	Sunday	11/13/2022 10:00	11/13/2022 17:15	20		45 mins (15 worked)	20	-
11/14/2022	Monday	11/14/2022 9:00	11/14/2022 17:15	20	45	45 mins (15 worked)	20	-
11/15/2022	Tuesday	11/15/2022 9:00	11/15/2022 17:45	20	15	45 mins (15 worked)	20	-

11/16/2022	Wednesday	11/16/2022 9:00	11/16/2022 17:45	20	15	45 mins (15 worked)	20	-
11/17/2022	Thursday	11/17/2022 9:00	11/17/2022 13:15	20		No Unpaid Break	10	-
11/18/2022	Friday							-
11/19/2022	Saturday							-
11/20/2022	Sunday	11/20/2022 10:00	11/20/2022 17:15	20		45 mins (15 worked)	20	-
11/21/2022	Monday							-
11/22/2022	Tuesday	11/22/2022 10:15	11/22/2022 17:45	0	15	45 mins (15 worked)	20	-
11/23/2022	Wednesday	11/23/2022 7:00	11/23/2022 16:45	0		45 mins (15 worked)	20	-
11/24/2022	Thursday							-
11/25/2022	Friday							-
11/26/2022	Saturday	11/26/2022 9:00	11/26/2022 18:00	20		45 mins (15 worked)	20	-
11/27/2022	Sunday	11/27/2022 10:00	11/27/2022 17:45	20		45 mins (15 worked)	20	-
11/28/2022	Monday	11/28/2022 9:00	11/28/2022 17:45	20	15	45 mins (15 worked)	20	-
11/29/2022	Tuesday	11/29/2022 9:45	11/29/2022 17:45	0	15	45 mins (15 worked)	20	-
11/30/2022	Wednesday	11/30/2022 9:00	11/30/2022 17:45	20	15	45 mins (15 worked)	20	-
12/01/2022	Thursday	12/01/2022 9:00	12/01/2022 18:00	20		45 mins (15 worked)	20	-
12/02/2022	Friday							-
12/03/2022	Saturday							-
12/04/2022	Sunday	12/04/2022 10:00	12/04/2022 17:15	20		45 mins (15 worked)	20	-

12/05/2022	Monday	12/05/2022 9:00	12/05/2022 17:45	20	15	45 mins (15 worked)	20	-
12/06/2022	Tuesday	12/06/2022 9:45	12/06/2022 17:45	0	15	45 mins (15 worked)	20	-
12/07/2022	Wednesday							-
12/08/2022	Thursday							-
12/09/2022	Friday							-
12/10/2022	Saturday							-
12/11/2022	Sunday	12/11/2022 10:00	12/11/2022 17:15	20		45 mins (15 worked)	20	-
12/12/2022	Monday	12/12/2022 10:00	12/12/2022 19:00	0		45 mins (15 worked)	20	-
12/13/2022	Tuesday	12/13/2022 7:00	12/13/2022 16:15	0		45 mins (15 worked)	20	-
12/14/2022	Wednesday	12/14/2022 8:00	12/14/2022 15:00	0		45 mins (15 worked)	10	-
12/15/2022	Thursday	12/15/2022 10:00	12/15/2022 19:15	0		45 mins (15 worked)	20	-
12/16/2022	Friday							-
12/17/2022	Saturday							-
12/18/2022	Sunday	12/18/2022 10:30	12/18/2022 18:30	0		45 mins (15 worked)	20	-
12/19/2022	Monday	12/19/2022 11:00	12/19/2022 19:45	0		45 mins (15 worked)	20	-
12/20/2022	Tuesday							-
12/21/2022	Wednesday							-
12/22/2022	Thursday	12/22/2022 8:00	12/22/2022 17:45	0	15	45 mins (15 worked)	20	-
12/23/2022	Friday	12/23/2022 8:00	12/23/2022 17:45	0		45 mins (15 worked)	20	-
12/24/2022	Saturday	12/24/2022 9:15	12/24/2022 19:30	0		75 mins (45 worked)	20	-

12/25/2022	Sunday							-
12/26/2022	Monday	12/26/2022 10:00	12/26/2022 19:15	0		45 mins (15 worked)	20	-
12/27/2022	Tuesday	12/27/2022 8:30	12/27/2022 17:30	0	30	45 mins (15 worked)	20	-
12/28/2022	Wednesday	12/28/2022 8:30	12/28/2022 17:30	0	30	45 mins (15 worked)	20	-
12/29/2022	Thursday							-
12/30/2022	Friday							-
12/31/2022	Saturday	12/31/2022 9:30	12/31/2022 18:00	0		45 mins (15 worked)	20	-
1/01/2023	Sunday	1/01/2023 9:45	1/01/2023 16:30	5		45 mins (15 worked)	10	-
1/02/2023	Monday	1/02/2023 8:30	1/02/2023 16:45	0		45 mins (15 worked)	20	-
1/03/2023	Tuesday	1/03/2023 8:30	1/03/2023 17:15	0	45	45 mins (15 worked)	20	-
1/04/2023	Wednesday	1/04/2023 9:45	1/04/2023 17:45	0	15	45 mins (15 worked)	20	-
1/05/2023	Thursday	1/05/2023 8:30	1/05/2023 17:15	0	45	45 mins (15 worked)	20	-
1/06/2023	Friday							-
1/07/2023	Saturday							-
1/08/2023	Sunday	1/08/2023 10:00	1/08/2023 17:15	20		45 mins (15 worked)	20	-
1/09/2023	Monday							-
1/10/2023	Tuesday	1/10/2023 9:00	1/10/2023 17:45	20	15	45 mins (15 worked)	20	-
1/11/2023	Wednesday	1/11/2023 9:00	1/11/2023 16:00	20		45 mins (15 worked)	10	-
1/12/2023	Thursday	1/12/2023 11:30	1/12/2023 20:15	0		45 mins (15 worked)	20	-

1/13/2023	Friday	1/13/2023 9:00	1/13/2023 17:45	20		45 mins (15 worked)	20	-
1/14/2023	Saturday	1/14/2023 9:00	1/14/2023 17:30	20		45 mins (15 worked)	20	-
1/15/2023	Sunday							-
1/16/2023	Monday							-
1/17/2023	Tuesday	1/17/2023 12:00	1/17/2023 21:30	0		45 mins (15 worked)	20	-
1/18/2023	Wednesday	1/18/2023 9:00	1/18/2023 16:00	20		45 mins (15 worked)	10	Only 11.5 Hour/s of Break
1/19/2023	Thursday	1/19/2023 9:00	1/19/2023 17:45	20	15	45 mins (15 worked)	20	-
1/20/2023	Friday	1/20/2023 13:15	1/20/2023 22:00	0		45 mins (15 worked)	20	-
1/21/2023	Saturday	1/21/2023 9:00	1/21/2023 17:30	20		45 mins (15 worked)	20	Only 11 Hour/s of Break
1/22/2023	Sunday							-
1/23/2023	Monday							-
1/24/2023	Tuesday	1/24/2023 7:00	1/24/2023 17:30	0	30	45 mins (60 worked)	20	-
1/25/2023	Wednesday	1/25/2023 9:00	1/25/2023 17:45	20	15	45 mins (15 worked)	20	-
1/26/2023	Thursday	1/26/2023 10:00	1/26/2023 16:30	0		45 mins (15 worked)	10	-
1/27/2023	Friday	1/27/2023 13:45	1/27/2023 22:00	0		45 mins (15 worked)	20	-
1/28/2023	Saturday	1/28/2023 9:00	1/28/2023 17:30	20		45 mins (15 worked)	20	Only 11 Hour/s of Break
1/29/2023	Sunday							-
1/30/2023	Monday							-
1/31/2023	Tuesday	1/31/2023 7:00	1/31/2023 16:00	0		45 mins (15 worked)	20	-

2/01/2023	Wednesday	2/01/2023 9:00	2/01/2023 17:45	20	15	45 mins (15 worked)	20	-
2/02/2023	Thursday	2/02/2023 9:00	2/02/2023 16:00	20		45 mins (15 worked)	10	-
2/03/2023	Friday	2/03/2023 13:30	2/03/2023 22:15	0		45 mins (15 worked)	20	-
2/04/2023	Saturday	2/04/2023 9:00	2/04/2023 17:30	20		45 mins (15 worked)	20	Only 10.75 Hour/s of Break
2/05/2023	Sunday							-
2/06/2023	Monday							-
2/07/2023	Tuesday	2/07/2023 11:45	2/07/2023 20:45	0		45 mins (15 worked)	20	-
2/08/2023	Wednesday	2/08/2023 9:00	2/08/2023 16:00	20		45 mins (15 worked)	10	-
2/09/2023	Thursday	2/09/2023 9:00	2/09/2023 17:45	20	15	45 mins (15 worked)	20	-
2/10/2023	Friday	2/10/2023 9:00	2/10/2023 17:45	20		45 mins (15 worked)	20	-
2/11/2023	Saturday	2/11/2023 9:00	2/11/2023 17:30	20		45 mins (15 worked)	20	-
2/12/2023	Sunday							-
2/13/2023	Monday							-
2/14/2023	Tuesday	2/14/2023 7:00	2/14/2023 15:45	0		45 mins (15 worked)	20	-
2/15/2023	Wednesday	2/15/2023 9:00	2/15/2023 16:45	20		45 mins (15 worked)	20	-
2/16/2023	Thursday	2/16/2023 9:00	2/16/2023 17:00	20		45 mins (15 worked)	20	-
2/17/2023	Friday	2/17/2023 13:30	2/17/2023 22:15	0		45 mins (15 worked)	20	-
2/18/2023	Saturday	2/18/2023 9:00	2/18/2023 17:30	20		45 mins (15 worked)	20	Only 10.75 Hour/s of Break

2/19/2023	Sunday							-
2/20/2023	Monday							-
2/21/2023	Tuesday							-
2/22/2023	Wednesday	2/22/2023 12:00	2/22/2023 20:15	0		45 mins (15 worked)	20	-
2/23/2023	Thursday	2/23/2023 12:00	2/23/2023 20:15	0		45 mins (15 worked)	20	-
2/24/2023	Friday	2/24/2023 13:30	2/24/2023 22:15	0		45 mins (15 worked)	20	-
2/25/2023	Saturday	2/25/2023 9:00	2/25/2023 17:30	20		45 mins (15 worked)	20	Only 10.75 Hour/s of Break
2/26/2023	Sunday							-
2/27/2023	Monday							-
2/28/2023	Tuesday	2/28/2023 7:00	2/28/2023 15:45	0		45 mins (15 worked)	20	-
3/01/2023	Wednesday	3/01/2023 9:00	3/01/2023 17:45	20	15	45 mins (15 worked)	20	-
3/02/2023	Thursday	3/02/2023 9:00	3/02/2023 16:30	20		45 mins (15 worked)	20	-
3/03/2023	Friday	3/03/2023 13:45	3/03/2023 22:15	0		45 mins (15 worked)	20	-
3/04/2023	Saturday	3/04/2023 9:00	3/04/2023 17:30	20		45 mins (15 worked)	20	Only 10.75 Hour/s of Break
3/05/2023	Sunday							-
3/06/2023	Monday							-
3/07/2023	Tuesday	3/07/2023 7:00	3/07/2023 15:30	0		45 mins (15 worked)	20	-
3/08/2023	Wednesday	3/08/2023 9:00	3/08/2023 16:15	20		45 mins (15 worked)	20	-
3/09/2023	Thursday	3/09/2023 12:00	3/09/2023 21:00	0		45 mins (15 worked)	20	-

3/10/2023	Friday	3/10/2023 13:45	3/10/2023 22:15	0		45 mins (15 worked)	20	-
3/11/2023	Saturday	3/11/2023 9:00	3/11/2023 17:30	20		45 mins (15 worked)	20	Only 10.75 Hour/s of Break
3/12/2023	Sunday							-
3/13/2023	Monday							-
3/14/2023	Tuesday	3/14/2023 7:00	3/14/2023 15:30	0		45 mins (15 worked)	20	-
3/15/2023	Wednesday	3/15/2023 9:00	3/15/2023 17:30	20	30	45 mins (15 worked)	20	-
3/16/2023	Thursday	3/16/2023 11:45	3/16/2023 20:15	0		45 mins (15 worked)	20	-
3/17/2023	Friday	3/17/2023 13:15	3/17/2023 22:15	0		45 mins (15 worked)	20	-
3/18/2023	Saturday	3/18/2023 9:00	3/18/2023 17:30	20		45 mins (15 worked)	20	Only 10.75 Hour/s of Break
3/19/2023	Sunday							-
3/20/2023	Monday							-
3/21/2023	Tuesday	3/21/2023 7:00	3/21/2023 15:30	0		45 mins (15 worked)	20	-
3/22/2023	Wednesday	3/22/2023 9:00	3/22/2023 17:45	20	15	45 mins (15 worked)	20	-
3/23/2023	Thursday	3/23/2023 9:00	3/23/2023 16:00	20		45 mins (15 worked)	10	-
3/24/2023	Friday	3/24/2023 13:15	3/24/2023 22:15	0		45 mins (15 worked)	20	-
3/25/2023	Saturday	3/25/2023 9:00	3/25/2023 17:30	20		45 mins (15 worked)	20	Only 10.75 Hour/s of Break
3/26/2023	Sunday							-
3/27/2023	Monday							-
3/28/2023	Tuesday	3/28/2023 11:30	3/28/2023 20:15	0		45 mins (15 worked)	20	-

3/29/2023	Wednesday	3/29/2023 7:00	3/29/2023 15:45	0		45 mins (15 worked)	20	Only 10.75 Hour/s of Break
3/30/2023	Thursday	3/30/2023 9:00	3/30/2023 17:45	20	15	45 mins (15 worked)	20	-
3/31/2023	Friday							-
4/01/2023	Saturday							-
4/02/2023	Sunday							-
4/03/2023	Monday							-
4/04/2023	Tuesday							-
4/05/2023	Wednesday							-
4/06/2023	Thursday							-
4/07/2023	Friday							-
4/08/2023	Saturday							-
4/09/2023	Sunday							-
4/10/2023	Monday							-
4/11/2023	Tuesday	4/11/2023 9:00	4/11/2023 17:45	20	15	45 mins (15 worked)	20	-
4/12/2023	Wednesday	4/12/2023 7:00	4/12/2023 15:45	0		45 mins (15 worked)	20	-
4/13/2023	Thursday	4/13/2023 9:00	4/13/2023 16:15	20		45 mins (15 worked)	20	-
4/14/2023	Friday	4/14/2023 13:30	4/14/2023 22:15	0		45 mins (15 worked)	20	-
4/15/2023	Saturday	4/15/2023 9:00	4/15/2023 17:15	20	15	45 mins (15 worked)	20	Only 10.75 Hour/s of Break
4/16/2023	Sunday							-
4/17/2023	Monday							-
4/18/2023	Tuesday	4/18/2023 7:00	4/18/2023 16:00	0		45 mins (15 worked)	20	-
4/19/2023	Wednesday	4/19/2023 9:15	4/19/2023 17:45	0	15	45 mins (15 worked)	20	-

4/20/2023	Thursday	4/20/2023 9:00	4/20/2023 16:30	20		45 mins (15 worked)	20	-
4/21/2023	Friday	4/21/2023 14:00	4/21/2023 22:25	0		45 mins (15 worked)	20	-
4/22/2023	Saturday	4/22/2023 9:00	4/22/2023 17:25	20		45 mins (15 worked)	20	Only 10.58 Hour/s of Break
4/23/2023	Sunday							-
4/24/2023	Monday							-
4/25/2023	Tuesday	4/25/2023 13:00	4/25/2023 17:30	0	30	No Unpaid Break	10	-
4/26/2023	Wednesday	4/26/2023 7:00	4/26/2023 16:00	0		45 mins (15 worked)	20	-
4/27/2023	Thursday	4/27/2023 9:00	4/27/2023 17:45	20	15	45 mins (15 worked)	20	-
4/28/2023	Friday	4/28/2023 9:00	4/28/2023 20:00	20		90 minutes (30 worked)	20	-
4/29/2023	Saturday	4/29/2023 9:00	4/29/2023 17:30	20		45 mins (15 worked)	20	-
4/30/2023	Sunday							-
5/01/2023	Monday							-
5/02/2023	Tuesday	5/02/2023 7:00	5/02/2023 15:45	0		45 mins (15 worked)	20	-
5/03/2023	Wednesday	5/03/2023 9:00	5/03/2023 17:45	20	15	45 mins (15 worked)	20	-
5/04/2023	Thursday	5/04/2023 9:00	5/04/2023 17:45	20	15	45 mins (15 worked)	20	-
5/05/2023	Friday	5/05/2023 9:00	5/05/2023 21:15	20	15	90 minutes (30 worked)	20	-
5/06/2023	Saturday	5/06/2023 9:00	5/06/2023 14:00	20		No Unpaid Break	10	Only 11.75 Hour/s of Break

**Table 3. Ms Vivian Wesley**

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	
				Estimates Only. Further particulars to be provided after discovery of store rosters					
Date	Day of the Week	Rostered Start Time	Rostered End Time	Pre-Shift Work (mins)	Post-Shift Work (mins)	Work during Meal Breaks (mins on call/mins worked)	Work during Rest Breaks (estimates of mins worked only)	Other Breaches	
9/08/2022	Thursday	9/08/2022 9:00	9/08/2022 12:00	20		No Unpaid Break		-	
9/09/2022	Friday							-	
9/10/2022	Saturday							-	
9/11/2022	Sunday							-	
9/12/2022	Monday							-	
9/13/2022	Tuesday							-	
9/14/2022	Wednesday							-	
9/15/2022	Thursday	9/15/2022 9:00	9/15/2022 12:00	20		No Unpaid Break		-	
9/16/2022	Friday	9/16/2022 18:15	9/16/2022 21:15	0	15	No Unpaid Break		-	
9/17/2022	Saturday							-	
9/18/2022	Sunday							-	
9/19/2022	Monday							-	
9/20/2022	Tuesday	9/20/2022 16:30	9/20/2022 19:30	0		No Unpaid Break		-	
9/21/2022	Wednesday	9/21/2022 9:00	9/21/2022 17:45	20	15	40 minutes (15 worked)	20	-	

9/22/2022	Thursday	9/22/2022 10:00	9/22/2022 15:00	0		No Unpaid Break	10	-
9/23/2022	Friday	9/23/2022 13:00	9/23/2022 16:00	0		No Unpaid Break		-
9/24/2022	Saturday							-
9/25/2022	Sunday							-
9/26/2022	Monday							-
9/27/2022	Tuesday							-
9/28/2022	Wednesday	9/28/2022 12:45	9/28/2022 17:45	0	15	No Unpaid Break	10	-
9/29/2022	Thursday							-
9/30/2022	Friday	9/30/2022 16:15	9/30/2022 21:15	0	15	No Unpaid Break	10	-
10/01/2022	Saturday							-
10/02/2022	Sunday	10/02/2022 12:15	10/02/2022 17:45	0		No Unpaid Break (30 worked)	10	-
10/03/2022	Monday							-
10/04/2022	Tuesday							-
10/05/2022	Wednesday							-
10/06/2022	Thursday	10/06/2022 12:00	10/06/2022 15:00	0		No Unpaid Break		-
10/07/2022	Friday							-
10/08/2022	Saturday							-
10/09/2022	Sunday	10/09/2022 10:00	10/09/2022 14:00	20		No Unpaid Break		-

10/10/2022	Monday							-
10/11/2022	Tuesday							-
10/12/2022	Wednesday							-
10/13/2022	Thursday	10/13/2022 12:00	10/13/2022 15:00	0		No Unpaid Break		-
10/14/2022	Friday	10/14/2022 12:30	10/14/2022 21:15	0	15	45 minutes (15 worked)	20	-
10/15/2022	Saturday							-
10/16/2022	Sunday							-
10/17/2022	Monday	10/17/2022 9:00	10/17/2022 14:00	20		No Unpaid Break	10	-
10/18/2022	Tuesday							-
10/19/2022	Wednesday	10/19/2022 12:00	10/19/2022 15:00	0		No Unpaid Break		-
10/20/2022	Thursday	10/20/2022 9:00	10/20/2022 16:20	20		45 minutes (15 worked)	20	-
10/21/2022	Friday	10/21/2022 12:30	10/21/2022 21:15	0	15	45 minutes (15 worked)	20	-
10/22/2022	Saturday	10/22/2022 9:00	10/22/2022 17:31	20		45 minutes (15 worked)	20	Only 11.75 Hour/s of Break
10/23/2022	Sunday							-
10/24/2022	Monday	10/24/2022 9:00	10/24/2022 17:45	20	15	45 minutes (15 worked)	20	-
10/25/2022	Tuesday							-

10/26/2022	Wednesday							-
10/27/2022	Thursday	10/27/2022 12:30	10/27/2022 21:15	0	15	45 minutes (15 worked)	20	-
10/28/2022	Friday	10/28/2022 12:30	10/28/2022 21:15	0	15	45 minutes (15 worked)	20	-
10/29/2022	Saturday	10/29/2022 9:00	10/29/2022 17:15	20	15	45 minutes (15 worked)	20	Only 11.75 Hour/s of Break
10/30/2022	Sunday							-
10/31/2022	Monday	10/31/2022 9:00	10/31/2022 17:45	20	15	45 minutes (15 worked)	20	-
11/01/2022	Tuesday							-
11/02/2022	Wednesday	11/02/2022 16:30	11/02/2022 21:30	0		No Unpaid Break	10	-
11/03/2022	Thursday	11/03/2022 9:00	11/03/2022 17:30	20		45 minutes (15 worked)	20	Only 11.5 Hour/s of Break
11/04/2022	Friday	11/04/2022 12:30	11/04/2022 21:15	0	15	45 minutes (15 worked)	20	-
11/05/2022	Saturday	11/05/2022 9:00	11/05/2022 17:15	20	15	45 minutes (15 worked)	20	Only 11.75 Hour/s of Break
11/06/2022	Sunday							-
11/07/2022	Monday							-
11/08/2022	Tuesday							-
11/09/2022	Wednesday	11/09/2022 7:00	11/09/2022 15:45	0		45 minutes (15 worked)	20	-
11/10/2022	Thursday	11/10/2022 12:30	11/10/2022 21:15	0	15	45 minutes (15 worked)	20	-

11/11/2022	Friday	11/11/2022 12:30	11/11/2022 21:15	0	15	45 minutes (15 worked)	20	-
11/12/2022	Saturday							-
11/13/2022	Sunday	11/13/2022 12:15	11/13/2022 17:15	0	15	No Unpaid Break	10	-
11/14/2022	Monday	11/14/2022 13:00	11/14/2022 17:45	0	15	No Unpaid Break	10	-
11/15/2022	Tuesday							-
11/16/2022	Wednesday	11/16/2022 12:45	11/16/2022 17:45	0	15	No Unpaid Break	10	-
11/17/2022	Thursday	11/17/2022 12:30	11/17/2022 21:15	0	15	45 minutes (15 worked)	20	-
11/18/2022	Friday	11/18/2022 13:15	11/18/2022 21:15	0	15	45 minutes (15 worked)	20	-
11/19/2022	Saturday							-
11/20/2022	Sunday							-
11/21/2022	Monday	11/21/2022 9:00	11/21/2022 17:45	20	15	45 minutes (15 worked)	20	-
11/22/2022	Tuesday	11/22/2022 9:00	11/22/2022 12:45	20		No Unpaid Break		-
11/23/2022	Wednesday							-
11/24/2022	Thursday							-
11/25/2022	Friday	11/25/2022 9:00	11/25/2022 17:45	20		45 minutes (15 worked)	20	-
11/26/2022	Saturday	11/26/2022 9:00	11/26/2022 17:15	20	15	45 minutes (15 worked)	20	-

11/27/2022	Sunday								-
11/28/2022	Monday								-
11/29/2022	Tuesday								-
11/30/2022	Wednesday								-
12/01/2022	Thursday	12/01/2022 12:30	12/01/2022 21:15	0	15	45 minutes (15 worked)	20		-
12/02/2022	Friday	12/02/2022 12:30	12/02/2022 21:15	0	15	45 minutes (15 worked)	20		-
12/03/2022	Saturday								-
12/04/2022	Sunday	12/04/2022 10:00	12/04/2022 17:15	20	15	45 minutes (15 worked)	20		-
12/05/2022	Monday								-
12/06/2022	Tuesday								-
12/07/2022	Wednesday								-
12/08/2022	Thursday								-
12/09/2022	Friday								-
12/10/2022	Saturday								-
12/11/2022	Sunday								-
12/12/2022	Monday								-

12/13/2022	Tuesday							-
12/14/2022	Wednesday	12/14/2022 13:15	12/14/2022 18:15	0		No Unpaid Break	10	-
12/15/2022	Thursday	12/15/2022 13:00	12/15/2022 21:45	0		45 minutes (15 worked)	20	-
12/16/2022	Friday	12/16/2022 14:45	12/16/2022 21:45	0		45 minutes (15 worked)	10	-
12/17/2022	Saturday							-
12/18/2022	Sunday							-
12/19/2022	Monday							-
12/20/2022	Tuesday							-
12/21/2022	Wednesday	12/21/2022 7:00	12/21/2022 10:00	0		No Unpaid Break		-
12/22/2022	Thursday	12/22/2022 14:45	12/22/2022 21:45	0		45 minutes (15 worked)	10	-
12/23/2022	Friday	12/23/2022 9:00	12/23/2022 17:45	20		45 minutes (15 worked)	20	Only 11.25 Hour/s of Break
12/24/2022	Saturday	12/24/2022 15:00	12/24/2022 19:30	0		No Unpaid Break	10	-
12/25/2022	Sunday							-
12/26/2022	Monday							-
12/27/2022	Tuesday							-
12/28/2022	Wednesday							-

12/29/2022	Thursday	12/29/2022 16:15	12/29/2022 21:15	0	15	No Unpaid Break	10	-
12/30/2022	Friday	12/30/2022 12:30	12/30/2022 21:30	0		45 minutes (15 worked)	20	-
12/31/2022	Saturday	12/31/2022 9:00	12/31/2022 17:15	20	15	45 minutes (15 worked)	20	Only 11.5 Hour/s of Break
1/01/2023	Sunday	1/01/2023 12:00	1/01/2023 15:00	0		No Unpaid Break		-
1/02/2023	Monday							-
1/03/2023	Tuesday							-
1/04/2023	Wednesday	1/04/2023 7:00	1/04/2023 15:45	0		45 minutes (15 worked)	20	-
1/05/2023	Thursday	1/05/2023 16:15	1/05/2023 21:15	0	15	No Unpaid Break	10	-
1/06/2023	Friday	1/06/2023 15:15	1/06/2023 21:15	0	15	No Unpaid Break	10	-
1/07/2023	Saturday	1/07/2023 11:30	1/07/2023 16:30	0		No Unpaid Break	10	-
1/08/2023	Sunday							-
1/09/2023	Monday							-
1/10/2023	Tuesday							-
1/11/2023	Wednesday	1/11/2023 11:00	1/11/2023 16:00	0		No Unpaid Break	10	-
1/12/2023	Thursday							-
1/13/2023	Friday	1/13/2023 12:30	1/13/2023 21:15	0	15	45 minutes (15 worked)	20	-
1/14/2023	Saturday	1/14/2023 12:15	1/14/2023 17:15	0	15	No Unpaid Break	10	-
1/15/2023	Sunday							-
1/16/2023	Monday							-
1/17/2023	Tuesday	1/17/2023 12:00	1/17/2023 21:30	0		45 minutes (30 worked)	20	-

1/18/2023	Wednesday	1/18/2023 11:00	1/18/2023 17:45	0	15	No Unpaid Break	10	-
1/19/2023	Thursday	1/19/2023 12:00	1/19/2023 21:15	0	15	45 minutes (30 worked)	20	-
1/20/2023	Friday	1/20/2023 12:30	1/20/2023 21:15	0	15	45 minutes (15 worked)	20	-
1/21/2023	Saturday							-
1/22/2023	Sunday							-
1/23/2023	Monday							-
1/24/2023	Tuesday	1/24/2023 11:00	1/24/2023 16:00	0		No Unpaid Break	10	-
1/25/2023	Wednesday							-
1/26/2023	Thursday	1/26/2023 12:15	1/26/2023 17:15	0		No Unpaid Break	10	-
1/27/2023	Friday	1/27/2023 17:15	1/27/2023 21:15	0	15	No Unpaid Break		-
1/28/2023	Saturday	1/28/2023 9:00	1/28/2023 17:15	20	15	45 minutes (15 worked)	20	Only 11.75 Hour/s of Break
1/29/2023	Sunday							-
1/30/2023	Monday							-
1/31/2023	Tuesday	1/31/2023 11:00	1/31/2023 16:00	0		No Unpaid Break	10	-
2/01/2023	Wednesday							-
2/02/2023	Thursday	2/02/2023 16:15	2/02/2023 21:15	0	15	No Unpaid Break	10	-
2/03/2023	Friday	2/03/2023 12:30	2/03/2023 21:15	0	15	45 minutes (15 worked)	20	-
2/04/2023	Saturday	2/04/2023 9:00	2/04/2023 17:15	20	15	45 minutes (15 worked)	20	Only 11.75 Hour/s of Break
2/05/2023	Sunday							-
2/06/2023	Monday							-

2/07/2023	Tuesday	2/07/2023 9:00	2/07/2023 17:45	20	15	45 minutes (15 worked)	20	-
2/08/2023	Wednesday							-
2/09/2023	Thursday							-
2/10/2023	Friday	2/10/2023 12:30	2/10/2023 21:15	0	15	45 minutes (15 worked)	20	-
2/11/2023	Saturday							-
2/12/2023	Sunday							-
2/13/2023	Monday							-
2/14/2023	Tuesday							-
2/15/2023	Wednesday							-
2/16/2023	Thursday	2/16/2023 11:00	2/16/2023 15:30	0		No Unpaid Break	10	-
2/17/2023	Friday	2/17/2023 12:30	2/17/2023 21:15	0	15	45 minutes (15 worked)	20	-
2/18/2023	Saturday							-
2/19/2023	Sunday							-
2/20/2023	Monday	2/20/2023 12:45	2/20/2023 17:45	0	15	No Unpaid Break	10	-
2/21/2023	Tuesday							-
2/22/2023	Wednesday	2/22/2023 13:00	2/22/2023 21:00	0		45 minutes (15 worked)	20	-
2/23/2023	Thursday	2/23/2023 17:15	2/23/2023 21:15	0	15	No Unpaid Break		-
2/24/2023	Friday	2/24/2023 17:15	2/24/2023 21:15	0	15	No Unpaid Break		-
2/25/2023	Saturday							-
2/26/2023	Sunday							-
2/27/2023	Monday							-
2/28/2023	Tuesday	2/28/2023 8:00	2/28/2023 11:00	0		No Unpaid Break		-

3/01/2023	Wednesday	3/01/2023 12:00	3/01/2023 15:00	0		No Unpaid Break		-
3/02/2023	Thursday	3/02/2023 16:30	3/02/2023 21:15	0	15	No Unpaid Break	10	-
3/03/2023	Friday	3/03/2023 9:00	3/03/2023 14:00	20		No Unpaid Break	10	Only 11.75 Hour/s of Break
3/04/2023	Saturday	3/04/2023 8:00	3/04/2023 11:00	0		No Unpaid Break		-
3/05/2023	Sunday							-
3/06/2023	Monday							-
3/07/2023	Tuesday							-
3/08/2023	Wednesday							-
3/09/2023	Thursday	3/09/2023 17:15	3/09/2023 21:15	0	15	No Unpaid Break		-
3/10/2023	Friday	3/10/2023 9:00	3/10/2023 14:00	20		No Unpaid Break	10	Only 11.75 Hour/s of Break
3/11/2023	Saturday							-
3/12/2023	Sunday							-
3/13/2023	Monday							-
3/14/2023	Tuesday	3/14/2023 12:00	3/14/2023 15:00	0		No Unpaid Break		-
3/15/2023	Wednesday	3/15/2023 10:00	3/15/2023 13:00	0		No Unpaid Break		-
3/16/2023	Thursday	3/16/2023 16:15	3/16/2023 21:15	0	15	No Unpaid Break	10	-
3/17/2023	Friday							-
3/18/2023	Saturday							-
3/19/2023	Sunday	3/19/2023 14:15	3/19/2023 17:15	0	15	No Unpaid Break		-
3/20/2023	Monday							-
3/21/2023	Tuesday							-
3/22/2023	Wednesday							-

3/23/2023	Thursday	3/23/2023 8:00	3/23/2023 15:30	0		45 minutes (15 worked)	20	-
3/24/2023	Friday	3/24/2023 13:00	3/24/2023 21:15	0	15	45 minutes (15 worked)	20	-
3/25/2023	Saturday							-
3/26/2023	Sunday	3/26/2023 13:15	3/26/2023 17:15	0	15	No Unpaid Break		-
3/27/2023	Monday							-
3/28/2023	Tuesday	3/28/2023 14:45	3/28/2023 17:45	0	15	No Unpaid Break		-
3/29/2023	Wednesday							-
3/30/2023	Thursday	3/30/2023 16:15	3/30/2023 21:15	0	15	No Unpaid Break	10	-
3/31/2023	Friday							-
4/01/2023	Saturday							-
4/02/2023	Sunday							-
4/03/2023	Monday							-
4/04/2023	Tuesday	4/04/2023 16:00	4/04/2023 21:00	0		No Unpaid Break	10	-
4/05/2023	Wednesday	4/05/2023 12:00	4/05/2023 15:00	0		No Unpaid Break		-
4/06/2023	Thursday	4/06/2023 16:15	4/06/2023 21:15	0	15	No Unpaid Break	10	-
4/07/2023	Friday							-
4/08/2023	Saturday							-
4/09/2023	Sunday							-
4/10/2023	Monday	4/10/2023 10:00	4/10/2023 17:15	0	45	45 minutes (15 worked)	20	-
4/11/2023	Tuesday							-
4/12/2023	Wednesday							-
4/13/2023	Thursday							-

4/14/2023	Friday	4/14/2023 9:00	4/14/2023 14:00	20		No Unpaid Break	10	-
4/15/2023	Saturday							-
4/16/2023	Sunday							-
4/17/2023	Monday	4/17/2023 12:45	4/17/2023 17:45	0	15	No Unpaid Break	10	-
4/18/2023	Tuesday							-
4/19/2023	Wednesday							-
4/20/2023	Thursday							-
4/21/2023	Friday	4/21/2023 9:00	4/21/2023 14:00	20		No Unpaid Break	10	-
4/22/2023	Saturday							-
4/23/2023	Sunday							-
4/24/2023	Monday	4/24/2023 9:00	4/24/2023 17:45	20	15	45 minutes (15 worked)	20	-
4/25/2023	Tuesday							-
4/26/2023	Wednesday	4/26/2023 7:00	4/26/2023 15:45	0		45 minutes (15 worked)	20	-
4/27/2023	Thursday	4/27/2023 12:30	4/27/2023 21:15	0	15	45 minutes (15 worked)	20	-
4/28/2023	Friday	4/28/2023 9:00	4/28/2023 14:00	20		No Unpaid Break	10	Only 11.75 Hour/s of Break
4/29/2023	Saturday							-
4/30/2023	Sunday							-
5/01/2023	Monday							-
5/02/2023	Tuesday	5/02/2023 12:45	5/02/2023 17:45	0	15	No Unpaid Break	10	-
5/03/2023	Wednesday	5/03/2023 9:00	5/03/2023 18:30	20		45 minutes (30 worked)	20	-
5/04/2023	Thursday	5/04/2023 16:15	5/04/2023 21:15	0	15	No Unpaid Break	10	-
5/05/2023	Friday							-

5/06/2023	Saturday	5/06/2023 9:00	5/06/2023 17:15	20	15	45 minutes (15 worked)	20	-
5/07/2023	Sunday							-
5/08/2023	Monday							-
5/09/2023	Tuesday	5/09/2023 12:45	5/09/2023 17:45	0	15	No Unpaid Break	10	-
5/10/2023	Wednesday	5/10/2023 9:00	5/10/2023 17:45	20	15	45 minutes (15 worked)	20	-
5/11/2023	Thursday	5/11/2023 17:00	5/11/2023 21:15	0	15	No Unpaid Break	10	-
5/12/2023	Friday							-
5/13/2023	Saturday							-
5/14/2023	Sunday							-
5/15/2023	Monday							-
5/16/2023	Tuesday	5/16/2023 12:45	5/16/2023 17:45	0	15	No Unpaid Break	10	-
5/17/2023	Wednesday	5/17/2023 9:00	5/17/2023 17:45	20	15	45 minutes (15 worked)	20	-
5/18/2023	Thursday	5/18/2023 16:15	5/18/2023 21:15	0	15	No Unpaid Break	10	-
5/19/2023	Friday							-
5/20/2023	Saturday							-
5/21/2023	Sunday							-
5/22/2023	Monday	5/22/2023 9:00	5/22/2023 13:00	20		No Unpaid Break		-
5/23/2023	Tuesday	5/23/2023 13:45	5/23/2023 17:45	0	15	No Unpaid Break		-
5/24/2023	Wednesday	5/24/2023 9:00	5/24/2023 17:45	20	15	45 minutes (15 worked)	20	-
5/25/2023	Thursday							-
5/26/2023	Friday							-
5/27/2023	Saturday							-

5/28/2023	Sunday							-
5/29/2023	Monday							-
5/30/2023	Tuesday	5/30/2023 12:45	5/30/2023 17:45	0	15	No Unpaid Break	10	-
5/31/2023	Wednesday	5/31/2023 13:00	5/31/2023 19:00	0		45 minutes (45 worked)	10	-
6/01/2023	Thursday	6/01/2023 16:15	6/01/2023 21:15	0	15	No Unpaid Break	10	-
6/02/2023	Friday							-
6/03/2023	Saturday							-
6/04/2023	Sunday							-
6/05/2023	Monday							-
6/06/2023	Tuesday							-
6/07/2023	Wednesday							-
6/08/2023	Thursday							-
6/09/2023	Friday							-
6/10/2023	Saturday							-
6/11/2023	Sunday							-
6/12/2023	Monday							-
6/13/2023	Tuesday	6/13/2023 12:45	6/13/2023 17:45	0	15	No Unpaid Break	10	-
6/14/2023	Wednesday	6/14/2023 9:00	6/14/2023 14:45	20		45 minutes (45 worked)	10	-
6/15/2023	Thursday							-
6/16/2023	Friday							-
6/17/2023	Saturday							-
6/18/2023	Sunday							-
6/19/2023	Monday	6/19/2023 12:15	6/19/2023 21:00	0		45 minutes (15 worked)	20	-
6/20/2023	Tuesday	6/20/2023 7:00	6/20/2023 15:45	0		45 minutes (15 worked)	20	Only 10 Hour/s of Break

6/21/2023	Wednesday							-
6/22/2023	Thursday							-
6/23/2023	Friday							-
6/24/2023	Saturday							-
6/25/2023	Sunday							-
6/26/2023	Monday							-
6/27/2023	Tuesday	6/27/2023 10:00	6/27/2023 17:45	0	15	45 minutes (15 worked)	20	-
6/28/2023	Wednesday							-
6/29/2023	Thursday	6/29/2023 9:00	6/29/2023 13:00	20		No Unpaid Break		-
6/30/2023	Friday							-
7/01/2023	Saturday	7/01/2023 9:00	7/01/2023 17:15	20	15	45 minutes (15 worked)	20	-
7/02/2023	Sunday							-
7/03/2023	Monday							-
7/04/2023	Tuesday	7/04/2023 9:00	7/04/2023 17:45	20	15	45 minutes (15 worked)	20	-
7/05/2023	Wednesday	7/05/2023 9:00	7/05/2023 17:45	20	15	45 minutes (15 worked)	20	-
7/06/2023	Thursday							-
7/07/2023	Friday	7/07/2023 12:30	7/07/2023 21:15	0	15	45 minutes (15 worked)	20	-
7/08/2023	Saturday							-
7/09/2023	Sunday							-
7/10/2023	Monday	7/10/2023 12:45	7/10/2023 17:45	0	15	No Unpaid Break	10	-
7/11/2023	Tuesday	7/11/2023 9:00	7/11/2023 17:45	20	15	45 minutes (15 worked)	20	-
7/12/2023	Wednesday							-

7/13/2023	Thursday	7/13/2023 17:00	7/13/2023 21:15	0	15	No Unpaid Break	10	-
7/14/2023	Friday	7/14/2023 13:00	7/14/2023 17:00	0		No Unpaid Break		-
7/15/2023	Saturday							-
7/16/2023	Sunday							-
7/17/2023	Monday	7/17/2023 12:15	7/17/2023 21:00	0		45 minutes (15 worked)	20	-

## Schedule B

**Table A. Ms Olivia Iob**

<b>Fortnightly Start Date</b>	<b>Fortnightly End Date</b>	<b>Hours Worked in Fortnight</b>
9/12/2019	22/12/2019	86.12
23/12/2019	5/01/2020	81.20
6/01/2020	19/01/2020	78.63
2/03/2020	15/03/2020	80.32
26/10/2020	8/11/2020	82.73
9/11/2020	22/11/2020	76.83
23/11/2020	6/12/2020	93.08
7/12/2020	20/12/2020	84.63
4/01/2021	17/01/2021	84.62
1/03/2021	14/03/2021	76.05
29/03/2021	11/04/2021	76.25

**Table B. Ms Ayesha Keslo**

<b>Fortnightly Start Date</b>	<b>Fortnightly End Date</b>	<b>Hours Worked in Fortnight</b>
21/11/2022	4/12/2022	77.82
19/12/2022	1/01/2023	79.42
2/01/2023	15/01/2023	84.77
16/01/2023	29/01/2023	86.17
13/02/2023	26/02/2023	76.93
27/02/2023	12/03/2023	76.20
13/03/2023	26/03/2023	86.03
10/04/2023	23/04/2023	84.63