NOTICE OF FILING

Details of Filing

Document Lodged:	Defence - Form 33 - Rule 16.32
Court of Filing	FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment:	14/08/2026 4:20:20 PM AEST
Date Accepted for Filing:	14/08/2026 4:20:23 PM AEST
File Number:	VID246/2023
File Title:	CATHERINE SYLTE V DOLLARAMA AUSTRALIA PTY LTD (ACN: 006 122 676)
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



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.

Defence

No. VID 246 of 2023

Federal Court of Australia
District Registry: Victoria
Division: Fair Work

CATHERINE SYLTE
Applicant

DOLLARAMA AUSTRALIA PTY LIMITED (ACN 006 122 676)
Respondent

In this Defence:

(a) unless stated otherwise:

(i) terms and expressions defined in the Further Amended Statement of Claim filed 15 July 2026 (**FASOC**) have the same meaning herein;

(ii) references herein to paragraph numbers are to the corresponding paragraphs of the FASOC; and

(iii) all references to legislation are to the *Fair Work Act 2009* (Cth);

(b) **Above Threshold Manager** means a:

(i) Store Manager paid 26% or more above the Team Member Level 2 rate in the 2014 EA; or

(ii) Assistant Store Manager paid 18% or more above the Team Member

Filed on behalf of (name & role of party) The Respondent, Dollarama Australia Pty Limited
Prepared by (name of person/lawyer) Matthew Spain
Law firm (if applicable) Clayton Utz
Tel (03) 9286 6000 Fax (03) 9629 8488
Email matt.spain@claytonutz.com
Address for service (include state and postcode) Level 18, 333 Collins Street MELBOURNE VIC 3000

Level 2 rate in the 2014 EA.

(c) **Below Threshold Manager** means a:

(i) Store Manager paid less than 26% above the Team Member Level 2 rate in the 2014 EA; or

(ii) Assistant Store Manager paid less than 18% above the Team Member Level 2 rate in the 2014 EA.

To the FASOC, the Respondent says as follows.

A. INTRODUCTION

1. As to paragraph 1:

(a) subject to the matters pleaded herein, it admits paragraphs 1(a) and 1(b); and

(b) it does not know and therefore cannot admit paragraph 1(c).

2. As to paragraph 2:

(a) it says that after the Relevant Period, it was renamed Dollarama Australia Pty Limited (ACN 006 122 676); and

(b) otherwise admits paragraph 2.

3. It admits paragraph 3.

4. It admits paragraph 4.

5. It does not know and therefore cannot admit paragraph 5.

6. Save that it admits that the Applicant seeks relief, it otherwise denies any contraventions alleged or any entitlement to relief alleged in paragraph 6.

B. INSTRUMENTS

B.1 The 2011 EA

7. It admits paragraph 7.

8. It denies paragraph 8 and says that the 2011 EA:

   (a) covered all Salaried Managers until 29 December 2014; and

   (b) thereafter, covered only Salaried Managers who were Above Threshold Managers.

9. It admits paragraph 9.

9A. It admits paragraph 9A.

9B. It admits paragraph 9B (which deals only with coverage) and says further that the 2011 EA did not *apply* to all Group Members during all of the Relevant Period.

B.2 The 2014 EA

10. It admits paragraph 10.

11. As to paragraph 11, it:

   (a) says that the 2014 EA covered its employees employed in retail shops, which relevantly included Salaried Managers except where they were Above Threshold Managers;

Particulars

2014 EA, clauses 3.1 and 4.6.

   (b) says it will rely at trial on the whole of the 2014 EA for its full force and effect; and

   (c) otherwise denies paragraph 11.

12. It does not plead to paragraph 12 as it does not plead any allegation of material fact and instead pleads a conclusion of law.

12A. It admits paragraph 12A.

13. There is no paragraph 13.

14. There is no paragraph 14.

15. There is no paragraph 15.

16. There is no paragraph 16.

17. There is no paragraph 17.

18. There is no paragraph 18.

19. There is no paragraph 19.

20. There is no paragraph 20.

21. There is no paragraph 21.

C. THE APPLICANT'S EMPLOYMENT

C.1 Contracts

22. It admits paragraph 22 and says further that:

    (a) on 29 August 2018, the Applicant entered into a written contract with it pursuant to which the Applicant was employed by it at the Brandon Park store during the period 3 September 2018 to 2 December 2018;

    (b) on 4 December 2018, the Applicant entered into a written contract with it pursuant to which the Applicant was employed by it at the Brandon Park store during the period 10 December 2018 to 6 January 2019;

    (c) it will rely at trial on the whole of the Contract for its full force and effect.

23. Save that it will rely at trial on the whole of the Contract for its full force and effect, it otherwise admits paragraph 23.

24. It does not plead to paragraph 24 as it does not plead any allegation of material fact and instead pleads a conclusion of law.

25. It admits paragraph 25.

26. It admits paragraph 26.

27. It admits paragraph 27.

28. It admits paragraph 28.

29. It admits paragraph 29.

30. It admits paragraph 30.

31. It admits paragraph 31.

32. It admits paragraph 32.

33. It admits paragraph 33.

33A. It admits paragraph 33A.

33B. It admits paragraph 33B.

C.2 Applicant's hours of work

34. There is no paragraph 34.

34A. It denies paragraph 34A and says that:

(a) it directed its employees to record the hours they worked using:

(i) at all relevant times until around October 2020, the 'Workforce Central' system;

(ii) from around October 2020, the 'Kronos Workforce Dimensions' system, which was renamed to be 'UKG Pro Workforce Management' system;

(b) it used the data recorded by employees in those systems as its record of the hours worked by its employees; and

(c) the hours recorded by employees using these systems might not precisely reflect the hours they in fact worked.

Particulars

The systems relied on employees physically recording their start and finish times, which meant that they were subject to error and manipulation by the employees themselves.

34B. It does not know and therefore cannot admit paragraph 34B and says further that any warnings received by the Applicant were directed at working excessive hours in contravention of the TRS Store Management Rostering Policy, not at recording hours worked, and otherwise refers to and repeats paragraph 34A above.

D. THE GROUP MEMBERS' EMPLOYMENTS

D.1 Employments

35. It admits paragraph 35.

D.2 Salary

36. It admits paragraph 36.

37. Save that from time to time it made additional payments to Group Members beyond their fixed salary, it otherwise admits paragraph 37.

38. There is no paragraph 38.

39. There is no paragraph 39.

40. There is no paragraph 40.

41. There is no paragraph 41.

42. There is no paragraph 42.

43. There is no paragraph 43.

44. There is no paragraph 44.

45. There is no paragraph 45.

46. There is no paragraph 46.

47. There is no paragraph 47.

F. ALLEGED UNREASONABLE ADDITIONAL HOURS

F.1 Standard hours

48. It does not plead to paragraph 48 as it does not plead any allegation of material fact and instead pleads a conclusion of law.

49. It admits paragraph 49 and says further that:

    (a) in respect of conduct from 15 September 2017 until 27 February 2024, a contravention of a civil remedy provision by a person is a serious contravention if:

        (i) the person knowingly contravened the provision; and

        (ii) the person's conduct constituting the contravention was part of a systematic pattern of conduct relating to one or more other persons;

    (b) in respect of conduct on or after 27 February 2024, a contravention of a

civil remedy provision by a person is a serious contravention if:

(i) the person knowingly contravened the provision; or

(ii) the person was reckless as to whether the contravention would occur.

50. It does not plead to paragraph 50 as it does not plead any allegation of material fact and instead pleads a conclusion of law.

Alleged request or requirement to work more than the standard hours

51. As to paragraph 51, it:

(a) admits that the Applicant was, until 3 August 2020, required to work 40 hours per week plus reasonable additional hours;

(b) says that the Applicant was, on and from 3 August 2020, required to work 38 hours per week plus reasonable additional hours;

(c) says that each Group Member had an individual contract or contracts with the Respondent, requiring them to work the minimum number of hours per week specified in those individual contracts;

(d) admits that all employees were also entitled to meal breaks;

(e) says it will rely at trial on the whole of the Contract and each individual Group Member contract for their full force and effect;

(f) otherwise denies paragraph 51.

52. It refers to and repeats paragraph 51 above and otherwise denies paragraph 52.

53. There is no paragraph 53.

F.2 The alleged 'Budget System'

54. As to paragraph 54 it:

(aa) admits that, it had a policy, practice or system for rostering in force during the Relevant Period, as follows:

(i) from the commencement of the Relevant Period until in or around September 2020, the Rostering Guidance Tool (**RGT**); and

(ii) from in or around September 2020 until the end of the Relevant Period, the system known as Kronos or UKG;

(a) as to paragraph 54(a), it:

(i) admits that the Applicant and Group Members were required to input information into the system including projected sales and the number of pallets of incoming stock; and

(ii) denies that ticketing requirements were an input in the Kronos/UKG system (which was a feature of the RGT only);

(b) as to paragraph 54(b), it:

(i) admits that the budget system generated an allocation of staff hours and wages available to each store each week;

(ii) denies that such allocation represented a fixed maximum quantity of labour; and

(iii) says further that it was a budgeted target which could be exceeded with the approval of a regional manager;

(c) denies paragraph 54(c) and says further that:

(i) the Applicant and Group Members were not expected or required to work more than the hours prescribed in their individual contract or contracts (averaged over a three-week cycle); and

(ii) from 3 August 2020, Salaried Managers were directed not to work more than 38 hours per week with an additional 2 hours of reasonable overtime (averaged to 120 hours over a three-week cycle).

Particulars

Effective Rostering Reference Material dated March 2017

TRS Store Management Rostering Policy dated March 2020

TRS Store Management Rostering Policy dated March 2021

TRS Store Management Rostering Policy dated 1 November 2021

TRS Store Management Rostering Policy dated 1 October 2022

TRS Store Management Rostering Policy dated 24 January

(d) denies all of the allegations in paragraph 54(d); and

Particulars

The Respondent refers to and repeats the Particulars subjoined to Paragraph 54(c)(ii) above.

(e) save that it denies there was any need or requirement to perform extra or leftover work, it otherwise does not know and therefore cannot admit paragraph 54(e).

55. It denies paragraph 55 save that to the extent that it is pleaded, it admits that Salaried Managers could receive warnings if they did not comply with the TRS Store Management Rostering Policy.

Particulars

By way of example, the Applicant received warning letters dated 20 October 2022 and 2 December 2022 directing her to comply with the TRS Store Management Rostering Policy, including by not working hours in excess of those permitted by the Policy.

Those letters did not contain any warning against the Applicant recording additional hours she worked by reason of the budget system (which is denied).

56. It denies paragraph 56.

56A. It refers to and repeats paragraph 55 and says further that at all times during the Relevant Period, Salaried Managers accrued time off in lieu (**TOIL**) for any time worked in addition to their normal roster.

Particulars

Effective Rostering Reference Material dated March 2017

TRS Store Management Rostering Policy (multiple versions, March 2020 – April 2026).

57. There is no paragraph 57.

F.4 The allegation that the additional hours worked were unreasonable

58. It does not plead to paragraph 58 as it does not plead any allegation of material fact and instead pleads a conclusion of law.

59. It does not plead to paragraph 59 as it does not plead any allegation of material fact and instead pleads a conclusion of law.

60. It denies paragraph 60.

F.5 The alleged 'Lack of Respondent's need for the 2+ additional hours'

61. It admits paragraph 61.

62. Save to say from time to time its operations were such that the amounts of labour required would unexpectedly fluctuate by reason of unforeseen events outside the control of the Respondent, such as variable stock deliveries, seasonal trading fluctuations, delivery disruptions, and unforeseen staff absences and

underperformance from team members, and that additional labour would be required at short notice, it otherwise admits paragraph 62.

63. Save to say that the role of a Salaried Manager and the tasks that they are required to perform are recorded in the position descriptions of those roles from time to time, it otherwise denies paragraph 63.

64. It denies paragraph 64, says further that it did not request or require any Salaried Manager to work 2+ additional hours and otherwise says that if it had employed and rostered additional staff, then subject to the particular manner and times in which those extra staff were rostered, the existing staff may have been required to work fewer hours.

65. It denies any request or requirement to work 2+ additional hours and otherwise denies paragraph 65.

66. It admits paragraph 66 and says that it will rely at trial on the whole of the TRS Store Management Rostering Policy (and its predecessor, the Effective Rostering Reference Material dated March 2017) for its full force and effect.

F.6 Whether the Applicant and Group Members' payments, compensation or remuneration reflected an expectation of working additional hours

67. As to paragraph 67, it:

(a) admits that some of the contracts between the Applicant and each Group Member and the Respondent provided to the effect pleaded in paragraph 67;

(b) will rely at trial on the whole of the contracts between the Respondent and:

(i) the Applicant; and

(ii) each Group Member,

for their full force and effect; and

(c) otherwise denies paragraph 67.

68. There is no paragraph 68.

69. There is no paragraph 69.

70. It denies any request or requirement to work additional hours, refers to and repeats paragraph 56A and otherwise denies paragraph 70.

70A. It admits paragraph 70A.

71. It denies paragraph 71.

F.7 The alleged 'usual Industry patterns'

72. It admits paragraph 72.

73. It does not know and therefore does not admit paragraph 73.

74. As to paragraph 74, it:

(a) says that on and from 1 October 2020, clause 9 of the Award has provided that an employee who is engaged to work an average of 38 ordinary hours per week in accordance with an agreed hours of work arrangement, is a full-time employee;

(b) says that at all relevant times prior to 1 October 2020, clause 11 of the Award provided that a full-time employee is an employee who was engaged to work an average of 38 hours per week;

(c) says it will rely at trial on the whole of the Award for its full force and effect; and

(d) otherwise denies paragraph 74.

75. As to paragraph 75, it:

(a) says that on and from 1 October 2020, clauses 15.1 and 15.2 of the Award have provided that ordinary hours may be worked:

(i) in the spans of hours pleaded in paragraph 75; and

(ii) until 11:00 pm on all days of the week if the trading hours of the relevant retailer extend beyond 9.00 pm on a Monday to Friday or 6.00 pm on a Saturday or Sunday;

(b) says that at all relevant times prior to 1 October 2020, clause 27.2 of the Award provided, relevantly, that:

(i) ordinary hours could be worked in the spans of hours pleaded in paragraph 75;

(ii) in the case of retailers whose trading hours extend beyond 9.00 pm Monday to Friday or 6.00 pm on Saturday or Sunday, the finishing time for ordinary hours on all days of the week was 11.00 pm.

(c) says it will rely at trial on the whole of the Award for its full force and effect; and

(d) otherwise denies paragraph 75.

76. It refers to and repeats paragraph 75 above and otherwise denies paragraph 76.

77. As to paragraph 77, it:

(a) says that on and from 1 October 2020:

(i) clause 15.4 of the Award has provided that, subject to clause 15.5, the maximum number of ordinary hours that can be worked on any day is nine;

(ii) clause 15.5 of the Award has provided that an employer may roster an employee to work up to 11 ordinary hours on one day per week;

(b) says that at all relevant times prior to 1 October 2020, clause 27.3 of the Award provided that an employee could be rostered to work up to a maximum of nine ordinary hours on any day, provided that for one day per week, an employee could be rostered for 11 hours;

(c) says it will rely at trial on the whole of the Award for its full force and effect; and

(d) otherwise denies paragraph 77.

78. It refers to and repeats paragraph 77 above and otherwise denies paragraph 78.

79. As to paragraph 79, it:

(a) says that the pleaded provision correctly describes clause 21.1 of the Award, as in force on and from 1 October 2020;

(b) says that at all relevant times prior to 1 October 2020, clause 29.1 of the Award provided that:

(i) subject to clause 29.1(b), an employer could require an employee to work reasonable overtime at overtime rates in accordance with the provisions of clause 29;

(ii) an employee could refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

(1) any risk to employee health and safety;

(2) the employee's personal circumstances including any family responsibilities;

(3) the needs of the workplace or enterprise;

(4) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

(5) any other relevant matter;

(c) says it will rely at trial on the whole of the Award for its full force and effect; and

(d) otherwise denies paragraph 79.

80. As to paragraph 80, it:

(a) says that the pleaded provision correctly describes clause 21.2 of the Award, as in force on and from 1 October 2020;

(b) says that at all relevant times prior to 1 October 2020, clause 29.2 of the Award provided that overtime was payable in respect of hours worked:

(i) by full-time employees:

(1) in excess of the ordinary hours of work;

(2) outside the span of hours (excluding shiftwork); or

(3) outside the roster conditions prescribed in clauses 27 and 28;

(ii) by part-time employees in excess of the agreed hours in clause 12.2 or as varied under clause 12.3;

(c) says it will rely at trial on the whole of the Award for its full force and effect; and

(d) otherwise denies paragraph 80.

81. It denies paragraph 81.

82. It denies paragraph 82.

F.8 Nature of the employee's role and level of responsibility

83. It admits paragraph 83.

84. It admits paragraph 84.

85. It denies paragraph 85.

F.9 Notice given by the employer of any request or requirement to work the additional hours

86. It denies any request or requirement to work additional hours and otherwise denies paragraph 86.

F.10 Any notice given by the employee of his or her intention to refuse to work the additional hours

87. As to paragraph 87, it does not know and therefore cannot admit paragraph 87.

88. As to paragraph 88 it:

    (a) refers to and repeats paragraph 54(aa), (b) and (c); and

    (b) otherwise admits paragraph 88.

89. It refers to and repeats paragraph 54 above and otherwise denies paragraph 89.

90. It denies paragraph 90.

F.12 Alleged unreasonableness of '2+ additional hours'

91. Save that it denies any request or requirement to work 2+ additional hours, it does not plead to the balance of paragraph 91 as it does not plead any allegation of material fact and instead pleads a conclusion of law.

92. It denies any request or requirement to work 2+ additional hours and otherwise denies paragraph 92.

93. It denies any request or requirement to work 2+ additional hours and otherwise denies paragraph 93.

93A. In the alternative to paragraphs 92 and 93 above, to the extent that the Applicant or any Group Member were requested or required to work any 2+ additional hours (which is denied) and that any such request or requirement was unreasonable (which is denied), it:

(a) was not informed by the Applicant or any Group Member that the working of those hours gave rise to any risk to employee health and safety;

(b) was not informed by the Applicant or any Group Member of, and is not aware of, any employee personal circumstances, including family responsibilities, which rendered any additional hours worked by the Applicant or any Group Member, unreasonable;

(c) says that the hours were worked only where necessary to fulfil the needs of the Respondent's enterprise;

(d) refers to and repeats paragraph 56A above;

(e) says that the employee did not provide any notice of their intention to refuse to work the additional hours;

(f) says that the employee was a Salaried Manager, being a managerial role with a significant level of responsibility;

(g) says that at all relevant times, the 2011 EA provided for the averaging of ordinary full-time hours across up to four weeks (clause 4.1);

(h) says that at all relevant times, the 2014 EA provided for the averaging of ordinary full-time hours across up to four weeks (clause 4.1); and

(i) says that at all relevant times, Salaried Managers were directed not to work more than 40 hours per week (averaged over a three-week cycle) (as alleged in paragraph 54(c) above).

F.13 Alleged contraventions of ss 62 and 44 of the FW Act

94. It denies any request or requirement to work 2+ additional hours and otherwise denies paragraph 94.

94A. In the alternative to paragraph 94 above, it refers to and repeats paragraph 93A above and otherwise denies paragraph 94.

95. It objects to pleading to paragraph 95 on the basis it is conclusory, does not plead material facts, is embarrassing and is liable to be struck out on that basis. Under cover of that objection, it denies paragraph 95.

F.14 Remedy

96. It denies any contraventions and otherwise denies paragraph 96.

97. Save that it admits that the Applicant seeks the relief described, it otherwise denies any contraventions alleged or any entitlement to the relief alleged in paragraph 97, or to any other relief, and says further that the relief described in subparagraphs (a)-(c) is not statutory compensation able to be awarded under the Act.

98. Save that it admits that the Applicant seeks the relief described, it otherwise denies any contraventions alleged or any entitlement to the relief alleged in paragraph 98, or to any other relief.

Date: 14 August 2026



.....

Signed by Matthew Spain

CLAYTON UTZ

Lawyers for the Respondent

This pleading was prepared by Matthew Follett KC and Nico Burmeister of counsel.

Certificate of lawyer

I, Matthew Spain, certify to the Court that, in relation to the defence filed on behalf of the Respondent, the factual and legal material available to me at present provides a proper basis for:

(a) each allegation in the pleading; and

(b) each denial in the pleading; and

(c) each non-admission in the pleading.

Date: 14 August 2026



.....

Signed by Matthew Spain

CLAYTON UTZ

Lawyers for the Respondent