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Registrar

Important Information

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Form 34
Rule 16.33

Reply

No. VID 453 of 2026

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

Emma Grubb
Applicant

Alinta Australia Pty Ltd (ACN 125 486 900) & Anor
Respondents

In reply to the Defence filed on 18 September 2026 (**Defence**), and adopting the defined terms used in the Statement of Claim filed on 5 May 2026 (**Claim**) except where otherwise indicated, the Applicant pleads as follows:

A. THE RESPONDENTS

1. In reply to paragraph 4 of the Defence, the Applicant:

   a. admits subparagraph (b)(i) insofar as the First Respondent designed, manufactured and sold school uniforms direct to consumers through uniform shops located on school campuses;

   b. in reply to subparagraph (b)(i) also says that the First Respondent during the Relevant Period, sold school uniforms through retail shops located in commercial retail premises and via online retail platforms, such as the website of the First Respondent;

   c. in respect of subparagraph (ii):

      i. denies that any entity identified as a 'school' at any material time had any controlling interest in the First Respondent;

      ii. denies that any entity identified as a 'school' was at any material time a related company or entity of the First Respondent;

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iii. does not know and therefore cannot plead to any 'requirements' that may or may not have been discussed or otherwise agreed between the First Respondent and any school organisation in respect of the conduct of any individual on-campus school uniform shop;

iv. says that the allegation that First Respondent's business was under the control of, and in accordance with the requirements of a relevant school is otherwise vague, embarrassing and liable to be struck out; and

d. otherwise joins issue with the balance of the paragraph.

B. THE APPLICANT

2. In reply to paragraph 7 of the Defence, the Applicant:

a. repeats and relies on the matters pleaded at paragraphs 87 – 97 of the Claim in respect of the Inspection Contraventions;

b. says that inspection of any relevant letter of offer or contract of employment made and kept by the First Respondent in respect of the Applicant was requested by Adero Law on behalf of the Applicant in accordance with s.535(3) of the FWA and regulation 3.42 of the FWR on:

i. 22 July 2025 by email correspondence to the First Respondent;

ii. 23 July 2025 by registered post to the First Respondent;

iii. 20 October 2025 by email correspondence to the Respondent's previous legal representatives, Bartier Perry; and

iv. 24 November 2025 by email correspondence to Bartier Perry.

c. says that the First Respondent failed to comply with the requirements of s. 535(3) of the FWA and regulation 3.42 of the FWR by making available a copy of the contract of employment they allege at paragraph 7(a) of the Defence was made in writing and signed by the Applicant on 20 June 2024 on each of the above pleaded instances that inspection was requested by the Applicant;

d. admits the matters pleaded at subparagraph (a) and (b) and says that the First Respondent made a copy of the 2024 Contract available for the Applicant to inspect on and from 18 September 2026;

e. admits subparagraph (c) insofar as the Applicant's place of employment was Flinders Christian Community College at 155 Mornington-Tyabb Road, Tyabb, says that the 2024 Contract states that the Applicant's place of work was "*based*

at the Company's premises at Flinders Christian – Tyabb or such other place the Company may reasonably require", and otherwise relies on the wording of the 2024 Contract for its full force and effect;

f. does not know and therefore cannot plead to the existence or terms of any licensing agreements between the First Respondent and Flinders Christian Community College dated 1 November 2014 and 30 March 2025;

g. says that Flinders Christian Community College did not at any material time:

   i. employ the Applicant in the Relevant Position;

   ii. employ the Applicant to perform the Relevant Position Duties;

   iii. employ the Applicant to perform any work at the Tyabb Store;

h. says that Flinders Christian Community College was not at any material time, a party to the 2024 Contract; and

i. otherwise joins issue with the balance of the paragraph.

3. In reply to paragraph 9 of the Defence, the Applicant:

   a. admits subparagraph (c), insofar as it says that the Applicant was required to perform the duties set out in the position description at Schedule 2 of the 2024 Contract and any other duties that her supervisor assigned her from time to time;

   b. says that the duties set out in the position description at Schedule 2 of the 2024 Contract include attending to banking duties, being the duties described at paragraph 9(d)(ii) of the Claim;

   c. further says that the Applicant's supervisor additionally required the Applicant to perform banking duties:

      i. for the Tyabb Store during the period 19 June 2024 – 7 October 2025; and

      ii. for the Carrum Downs Store during the period 8 May 2025 – 7 October 2025, and

   d. otherwise joins issue with the remainder of the paragraph.

4. In reply to paragraph 10 of the Defence, the Applicant:

   a. says that, whether the 2025 EG Contract is characterised as a new contract or as a variation of the 2024 EG Contract, by it the First Respondent purportedly classified the Applicant as a 'Level 3, School Operational Services Grade 3' employee under the ESSGS Award;

   b. repeats and relies on the matters pleaded at paragraph 2(f) – (h) of this Reply; and

c. otherwise joins issue with the remainder of the paragraph.

5. In reply to paragraph 12 of the Defence, the Applicant:

a. In reply to subparagraph (d):

i. admits that staff of the relevant school would advise the shop if a new family was commencing;

ii. says that additionally, the Applicant would liaise with Flinders Christian Community College administration on an ad hoc basis including regarding change of uniform periods;

iii. admits that all regular communication with Flinders Christian Community College regarding uniform shop matters other than the kinds described above was with the Applicant's supervisor or other representative of the First Respondent; and

iv. otherwise joins issue with the remainder of the subparagraph,

b. In reply to subparagraph (e), admits that that Applicant was required to perform the duties set out in the position description at Schedule 2 of the 2025 Variation/2025 EG Contract and any other or alternative duties her supervisor assigned to her from time to time says that, from May 2025, the Applicant performed each of the Higher Duties;

c. In reply to subparagraph (f):

i. says that the subparagraph is embarrassing and liable to be struck out in light of its inconsistency with the matters pleaded by the Respondents at paragraph 9(d) of the Defence; and

ii. otherwise denies that the 2024 EG Contract was applicable to the terms and conditions of the Applicant's employment and on from 8 May 2025, being the commencement date of the 2025 EG Contract; and

d. otherwise joins issue with the remainder of the paragraph.

6. In reply to paragraph 13 of the Defence, the Applicant:

a. repeats and relies on the matters pleaded at paragraphs 87 – 97 of the Claim in respect of the Record-Keeping Contraventions and the Inspection Contraventions;

b. repeats and relies on the matters pleaded at paragraphs 98 – 100 of the Claim in respect of the presumption under s.557C of the FWA;

c. says that inspection of any schedule/roster data and any time and attendance data in relation to actual hours worked, made and kept by the First Respondent in

respect of the Applicant was requested by Adero Law on behalf of the Applicant in accordance with s.535(3) of the FWA and regulation 3.42 of the FWR on:

i. 22 July 2025 by email correspondence to the First Respondent;

ii. 23 July 2025 by registered post to the First Respondent;

iii. 20 October 2025 by email correspondence to the Respondent's previous legal representatives, Bartier Perry; and

iv. 24 November 2025 by email correspondence to Bartier Perry,

d. in reply to subparagraph (b), says that the First Respondent has failed to comply with the requirements of s. 535(1) of the FWA and regulations 3.33 and 3.34 by failing to keep employee records of the kind described in subparagraph (b) prior to July 2024;

e. says that the First Respondent failed to comply with the requirements of s 535(3) of the FWA and regulation 3.42 of the FWR by making available copies of any schedule/roster data and any time and attendance data in relation to actual hours worked made and kept from July 2024, on each of the above pleaded instances that inspection was requested by the Applicant;

f. says that the First Respondent remains in contravention of s 535(3) of the FWA and regulation 3.42 of the FWR in respect of any schedule/roster data and any time and attendance data in relation to actual hours worked made and kept by the First Respondent from July 2024, as copies of the same have still not been made available for inspection by the Applicant as at the date of filing this Reply; and

g. otherwise join issue with the remainder of the paragraph.

7. In reply to paragraph 14 of the Defence, the Applicant repeats and relies on the matters pleaded at paragraph 6 of this Reply above and otherwise joins issue with the remainder of the paragraph.

8. In reply to paragraph 16 of the Defence, the Applicant:

a. in reply to subparagraph (a), admits that a letter of the kind described was sent to the Applicant by the First Respondent, but denies any wrongdoing or misconduct of the Applicant of the kind alleged by the First Respondent in that letter;

b. admits subparagraph (b);

c. admits subparagraph (c) and says that the Applicant was otherwise fit to perform the inherent requirements of her role, but for the two days of personal leave on 6 and 7 October 2025;

d. in reply to subparagraph (d):

   i. admits that the First Respondent sent a letter on 7 October 2025 of the kind described and says that the First Respondent, by way of the 7 October 2025 letter, directed the Applicant not to attend for work until the Applicant's work health and safety and capacity could be assessed by way of an independent medical assessment; and

   ii. says that the First Respondent, following the provision of the 7 October 2025 Letter, did not take any steps to organise any independent medical assessment or otherwise assess the Applicant's work health and safety and capacity;

e. in reply to subparagraph (e):

   i. says that the Applicant has not been rostered for any shifts or to otherwise perform any work for the First Respondent on and from 8 October 2025; and

   ii. admits that the Applicant resigned from her employment on and from 21 August 2026; and

f. otherwise joins issue with the remainder of the paragraph.

9. In reply to paragraph 17 of the Defence, the Applicant:

a. repeats and relies on the matters pleaded at paragraphs 87 – 97 of the Claim in respect of the Record-Keeping Contraventions and the Inspection Contraventions;

b. repeats and relies on the matters pleaded at paragraphs 98 – 100 of the Claim in respect of the presumption under s.557C of the FWA;

c. says that inspection of any time and attendance data or 'timesheets' in relation to actual hours worked, made and kept by the First Respondent in respect of the Applicant was requested by Adero Law on behalf of the Applicant in accordance with s.535(3) of the FWA and regulation 3.42 of the FWR on:

   i. 22 July 2025 by email correspondence to the First Respondent;

   ii. 23 July 2025 by registered post to the First Respondent;

   iii. 20 October 2025 by email correspondence to the Respondent's previous legal representatives, Bartier Perry; and

   iv. 24 November 2025 by email correspondence to Bartier Perry;

d. says that the First Respondent failed to comply with the requirements of s. 535(3) of the FWA and regulation 3.42 of the FWR by making available copies of any time

and attendance data or 'timesheets' in relation to actual hours worked made and kept by the First Respondent in respect of the Applicant's employment, on each of the above pleaded instances that inspection was requested by the Applicant;

e. says that the First Respondent remains in contravention of s 535(3) of the FWA and regulation 3.42 of the FWR in respect of any time and attendance data or 'timesheets' in relation to actual hours worked made and kept by the First Respondent in respect of the Applicant's employment, as copies of the same have still not been made available for inspection by the Applicant as at the date of filing this Reply; and

f. otherwise joins issue with the remainder of the paragraph.

10. In reply to paragraph 18 of the Defence, the Applicant admits that her employment with the First Respondent ceased on and from 21 August 2026, by way of resignation.

C. APPLICABLE INDUSTRIAL INSTRUMENTS & MISCLASSIFCATION CONTRAVENTIONS

C.1 *Educational Services (Schools) General Staff Award*

11. In reply to paragraph 20 of the Defence, the Applicant:

a. as to subparagraph (a)(i), says that the ESSGS Award covers employers in the school education industry which are schools, and their employees employed in the classifications contained in Schedule A of the SSSGS Award.

b. as to subparagraphs (a)(ii) – (iv) relies upon the wording of the ESSGS Award for its full force and effect; and

c. otherwise joins issue with the Respondents as to the remainder of the paragraph.

12. In reply to paragraph 21 of the Defence, the Applicant:

a. repeats and relies on the matters pleaded at paragraph 1 of this Reply;

b. in reply to subparagraph (a):

i. denies that any licensing arrangement between the relevant school and the First Respondent as to the operation of any on-campus school uniform shop enables the First Respondent to be defined as an employer within the 'school education industry' within the meaning of the ESSGS Award;

ii. denies that the First Respondent, at any material time, was a school;

iii. denies that the First Respondent, at any material time, was in the business of providing education, including preschool or early childhood education in a school or in an early childhood service operated by a school;

iv. says that the Applicant otherwise relies on the full wording of the ESSGS Award for its full force and effect;

v. otherwise denies the remainder of the subparagraph; and

c. denies subparagraph (b) of the Defence.

13. In reply to paragraph 22 of the Defence, the Applicant repeats and relies on the matters pleaded at paragraphs 1, 11 and 12 of this Reply and otherwise denies the remainder of the paragraph.

14. In reply to paragraph 23 of the Defence, the Applicant repeats and relies on the matters pleaded at paragraph 1, 11, 12 and 13 of this Reply and otherwise denies the remainder of the paragraph.

C.2 *General Retail Industry Award*

15. In reply to subparagraph 25 of the Defence, the Applicant:

a. says that on or about 12 August 2026, the Respondents made a further and better particulars request regarding matters pleaded within the Claim, included the allegations outlined at paragraph 25 of the Claim;

b. says that on or about 21 August 2026, the Applicant responded, and provided further and better particulars regarding the allegations outlined at paragraph 25 of the Claim;

c. in the premise of subparagraphs (a)-(b) above, the Applicant denies the matters pleaded at paragraph 25(a) of the Defence;

d. says that the Applicant repeats and relies on the matters pleaded at paragraph 4(c) and (e) of the Claim as to the 'trade and business' of the First Respondent within the 'general retail industry';

e. says that the Applicant repeats and relies on the matters pleaded at paragraphs 1 of this Reply as to the 'trade and business' of the First Respondent within the 'general retail industry';

f. notwithstanding the above, says that the trade and business of the First Respondent within the 'general retail industry' was the retail sale of goods and services for personal, household or business consumption, namely clothing; and

g. otherwise joins issue with the Respondents as to the remainder of the paragraph.

Particulars

Clause 4.2(a) of the GRIA.

Request for Further and Better Particulars from Wotton Kearney to Adero Law dated 12 August 2026.

Response to Request for Further and Better Particulars from Adero Law to Wotton Kearney dated 21 August 2026.

16. In reply to subparagraph 28 of the Defence, the Applicant:

a. repeats and relies on the matters pleaded in paragraphs 24 – 27 of the Claim and paragraphs 1, 11 – 15 of this Reply;

b. joins issue with the Respondents as to the matters pleaded in paragraph 28 of the Claim and the Defence;

c. says that further, or alternatively, to the extent the GRIA and the ESSGS Award both covered the First Respondent (which is denied):

i. the 'Retail Employee – Level 3' classification under the GRIA is the classification most appropriate to the work performed by the Applicant and those Group Members that were performing the Relevant Position Duties, and to the environment in which the Applicant and the Group Members normally performed the work, being a retail store environment within the meaning of cl 4.5 of the GRIA and cl 4.7 of the ESSGS Award;

ii. the 'Retail Employee – Level 5' classification under the GRIA is the classification most appropriate to the work performed by the Applicant and those Group Members that were performing the Higher Duties, and to the environment in which the Applicant and the Group Members normally performed the work, being a retail store environment, within the meaning of cl 4.5 of the GRIA and cl 4.7 of the ESSGS Award,

d. says that further, or alternatively, to the extent that the GRIA did not cover the First Respondent (which is denied), and the ESSGS Award did cover the First Respondent (which is denied), the Applicant and the Group Members were most appropriately classified as 'Level 3 – School Operation Services Grade 3' under the ESSGS Award at a minimum.

C.3 *Failure to Classify Contraventions*

17. In reply to paragraph 31 of the Defence, the Applicant:

a. denies subparagraph (b);

b. joins issue with the Respondents as to the remainder of the matters pleaded at paragraph 31 of the Claim and the Defence;

c. says that further, or alternatively, to the extent that the GRIA and the ESSGS Award both covered the First Respondent (which is denied), and it is determined that the ESSGS Award was the most appropriate, within the meaning of cl 4.5 of the GRIA and cl 4.7 of the ESSGS Award, to the work performed by the Applicant and the Group Members (which is denied), the First Respondent at all material times was required to classify the Applicant and the Group Members in accordance with the classifications contained in the ESSGS Award.

d. says that further, or alternatively, to the extent that the GRIA did not cover the First Respondent (which is denied), and the ESSGS Award did cover the First Respondent (which is denied), the First Respondent at all material times was required to classify the Applicant and the Group Members in accordance with the classifications contained in the ESSGS Award.

Particulars

Clause 13.2 and 13.3 of the ESSGS Award.

18. In reply to paragraph 32 of the Defence, the Applicant:

a. denies the paragraph, insofar as it says that the First Respondent classified the Applicant as a 'Level 1 – Uniform Shop Assistant' in accordance with the classifications in the ESSGS Award;

b. repeats and relies on the matters pleaded at paragraphs 7 – 9, 38 and 39 of the Claim; and

c. otherwise joins issue with the Respondents regarding the remainder of the paragraph.

19. In reply to paragraph 37 of the Defence, the Applicant:

a. denies subparagraph (b);

b. joins issue with the Respondents as to the remainder of the matters pleaded at paragraph 37 of the Claim and the Defence;

c. repeats and relies on the matters pleaded at paragraph 17 of this Reply;

d. says that further, or alternatively to the extent that the GRIA and the ESSGS Award both covered the First Respondent (which is denied), and it is determined that the ESSGS Award was the most appropriate, within the meaning of cl 4.5 of the GRIA

and cl 4.7 of the ESSGS Award, to the work performed by the Applicant and the Group Members (which is denied), the First Respondent at all material times was required to notify the Applicant and the Group Members in writing of their classification level under the ESSGS Award.

e. says that further, or alternatively to the extent that the GRIA did not cover the First Respondent (which is denied), and the ESSGS Award did cover the First Respondent (which is denied), the First Respondent at all material times was required to notify the Applicant and the Group Members in writing of their classification level under the ESSGS Award.

Particulars

Clause 13.2 and 13.3 of the ESSGS Award.

20. In reply to paragraph 38 of the Defence, the Applicant:

a. admits subparagraph (a) insofar as the Applicant was notified that she was employed in the position of 'Shop Assistant' by way of the 2024 EG Contract, but denies that 'Shop Assistant' is a relevant classification level under either the GRIA or the ESSGS Award;

b. admits subparagraph (b) insofar as the First Respondent notified the Applicant of that she was classified as a 'Level 3 – School Operations Service Grade 3' employee under the ESSGS Award;

c. says that the notification above was by way of the First Respondent's provision of the 2025 EG Contract to the Applicant, on or about 10 June 2025;

d. denies that at any time prior to the provision of the 2025 EG Contract, the First Respondent notified the Applicant of her classification level under any modern award, including the GRIA or the ESSGS Award;

e. repeats and relies on the matters pleaded at paragraph 19 above; and

f. otherwise joins issue with the Respondents as to the remainder of the paragraph.

21. In reply to paragraph 39 of the Defence, the Applicant repeats and relies on the matters pleaded at paragraphs 17 – 20 of this Reply.

22. In reply to paragraph 40 of the Defence, the Applicant repeats and relies on the matters pleaded at paragraph 17 – 21 of this Reply.

C.4 *Minimum Wages Breaches*

23. In reply to paragraph 43 of the Defence, the Applicant:

a. denies subparagraph (a);

b. joins issue with the Respondents as to the remainder of the matters pleaded at paragraph 43 of the Claim and Defence;

c. says that further, or alternatively to the extent that the GRIA and the ESSGS Award both covered the First Respondent (which is denied), and it is determined that the ESSGS Award was the most appropriate, within the meaning of cl 4.5 of the GRIA and cl 4.7 of the ESSGS Award, to the work performed by the Applicant and the Group Members (which is denied), the First Respondent at all material times was required to pay the Applicant and the Group Members:

   i. fortnightly or monthly, in accordance with the requirements of cl 18.1 of the ESSGS Award; or

   ii. at the termination of each engagement,

   for each hour worked in the applicable period ('**the ESSGS Award Pay Period**');

d. says that further, or alternatively to the extent that the GRIA did not cover the First Respondent (which is denied), and the ESSGS Award did cover the First Respondent (which is denied), the First Respondent at all material times was required to pay the Applicant and the Group Members for each hour worked during the ESSGS Award Pay Period.

Particulars

cl. 11.3 and 18.1 of the ESSGS Award.

24. In reply to paragraph 44 of the Defence, the Applicant:

a. denies subparagraph (a);

b. joins issue with the Respondents as to the remainder matters pleaded in paragraph 44 of the Claim and the Defence;

c. repeats and relies on the matters pleaded at paragraph 23 of this Reply;

d. says that further, or alternatively to the extent that the GRIA and the ESSGS Award both covered the First Respondent (which is denied), and it is determined that the ESSGS Award was the most appropriate, within the meaning of cl 4.5 of the GRIA and cl 4.7 of the ESSGS Award, to the work performed by the Applicant and the Group Members (which is denied), the First Respondent at all material times was required to pay the Applicant and the Group Members for each ordinary hour worked in any ESSGS Award Pay Period:

   i. the minimum hourly rate stipulated under cl. 17 of the ESSGS Award; and

ii. a loading of 25% of top of the minimum hourly rate otherwise applicable under cl. 17 of the ESSGSS Award;

e. says that further, or alternatively to the extent that the GRIA did not cover the First Respondent (which is denied), and the ESSGS Award did cover the First Respondent (which is denied), the First Respondent at all material times was required to pay the Applicant and the Group Members for each ordinary hour worked in any ESSGS Award Pay Period:

i. the minimum hourly rate stipulated under cl. 17 of the ESSGS Award; and

ii. a loading of 25% of top of the minimum hourly rate otherwise applicable under cl. 17 of the ESSGSS Award.

Particulars

cl. 11.1 and 17 of the ESSGS Award.

25. In reply to paragraph 45 of the Defence, the Applicant:

a. denies subparagraphs (a) and (c);

b. joins issue with the Respondents as to the remainder of the matters pleaded in paragraph 45 of the Claim and the Defence; and

c. says that further, or alternatively to the extent that it is determined that the ESSGS Award at all material times was the relevant modern award covering and applying to the Applicant and Group Members employment (which is denied), the Applicant's duties were equivalent to a 'Level 3 – School Operations Services Grade 3' Employee within Schedule A of the ESSGS Award.

26. In reply to paragraph 46 of the Defence, the Applicant:

a. denies subparagraphs (a) and (b);

b. repeats and relies on the matters pleaded at paragraph 25 of this Reply; and

c. otherwise joins issue with the remainder of the paragraph.

27. In reply to paragraph 47 of the Defence, the Applicant:

a. admits subparagraph (a) insofar as the First Respondent paid the Applicant an hourly rate of $33.98 per hour, but denies that she was paid for all actual ordinary hours of work;

b. repeats and relies on the matters pleaded at paragraphs 50 – 55 of the Claim in respect of the Pre-Shift Work and paragraphs 56 – 62 of the Claim in respect of the Post-Shift Work; and

c. otherwise joins issue with the remainder of the paragraph.

28. In reply to paragraph 48 of the Defence, the Applicant:

a. denies subparagraphs (a) and (b);

b. repeats and relies on the matters pleaded at paragraph 46 of the Claim and 25(c) of this Reply;

c. denies subparagraph (c) in the premise of paragraph 25(c) of this Reply; and

d. otherwise joins issue with the remainder of the paragraph.

D. UNPAID HOURS & ALLOWANCES CONTRAVENTIONS

D.1 *Pre-Shift Work*

29. In reply to paragraph 50 of the Defence, the Applicant:

a. repeats and relies on the matters pleaded at paragraph 9 of this Reply as to the 'timesheets' referenced in paragraph 50 of the Defence; and

b. otherwise joins issue as to the remainder of the paragraph.

30. In reply to paragraph 52 of the Defence, the Applicant:

a. denies subparagraphs (a) and (b);

b. joins issue as to the remainder of the matters pleaded in paragraph 52 of the Claim and the Defence; and

c. says that further, or alternatively to the extent that it is determined that the ESSGS Award at all material times was the relevant modern award covering and applying to the Applicant and Group Members employment (which is denied), the First Respondent, during each ESSGS Award Pay Period during the Relevant Period, was required to remunerate the Applicant and the Group Members for each actual hour of work (or part thereof) performed, including the Pre-Shift Work.

Particulars

cl. 11.1 and 18 of the ESSGS Award.

31. In reply to paragraph 53 of the Defence, the Applicant:

a. denies subparagraph (a);

b. repeats the matters pleaded at paragraphs 50 and 51 of the Claim in respect of the Pre-Shift Work the Claim alleges was performed by the Applicant and the Group Members;

c. further says that it is not necessary for the Claim to plead all alleged hours of work performed by each individual Group Member in circumstances where these

proceedings are brought under Part IVA of the *Federal Court of Australia Act 1976*; and

d. repeats and relies on those questions identified as common to claims of group members within the Originating Application filed on 11 May 2025, particularly those outlined at paragraphs 10 – 12 in respect of 'Pre-Shift Work'.

D.2 *Post-Shift Work*

32. In reply to paragraph 56 of the Defence, the Applicant:

a. repeats and relies on the matters pleaded at paragraph 9 of this Reply as to the matters pleaded at subparagraph (b) and (d);

b. repeats and relies on the matters particularised and pleaded at paragraph 58 of the Claim; and

c. otherwise joins issue with the remainder of the paragraph.

33. In reply to paragraph 57 of the Defence, the Applicant:

a. repeats and relies on the matters pleaded at paragraph 9 of this Reply as to the matters pleaded at subparagraph (b) and (c);

b. repeats and relies on the matters particularised and pleaded at paragraph 58 of the Claim; and

c. otherwise joins issue with the remainder of the paragraph.

34. In reply to paragraph 59 of the Defence, the Applicant:

a. denies subparagraphs (b) and (c);

b. joins issue as to the remainder of the matters pleaded in paragraph 59 of the Claim and the Defence; and

c. says that further, or alternatively to the extent that it is determined that the ESSGS Award at all material times was the relevant modern award covering and applying to the Applicant and Group Members employment (which is denied), the First Respondent, during each ESSGS Award Pay Period during the Relevant Period, was required to remunerate the Applicant and the Group Members for each actual hour of work (or part thereof) performed, including the Post-Shift Work.

35. In reply to paragraph 60 of the Defence, the Applicant:

a. denies subparagraph (a);

b. repeats the matters pleaded at paragraphs 56 and 57 of the Claim in respect of the Post-Shift Work the Claim alleges was performed by the Applicant and the Group Members;

c. repeats and relies on the matters pleaded at paragraph 31(c) of this Reply; and

d. repeats and relies on those questions identified as common to claims of group members within the Originating Application filed on 11 May 2025, particularly those outlined at paragraphs 13 – 15 in respect of 'Post-Shift Work'.

D.3 *Special Clothing Allowance*

36. In reply to paragraph 65 of the Defence, the Applicant:

a. denies subparagraph (b);

b. joins issue as to the remainder of the matters pleaded in paragraph 65 of the Claim and the Defence; and

c. says that further, or alternatively, to the extent that it is determined that the ESSGS Award at all material times was the relevant modern award covering and applying to the Applicant and Group Members employment (which is denied), the Alinta Uniform was 'uniform' within the meaning of cl 19.3(c) of the ESSGS Award.

37. In reply to paragraph 66 of the Defence, the Applicant:

a. denies subparagraph (b);

b. joins issue as to the remainder of the matters pleaded in paragraph 66 of the Claim and the Defence;

c. repeats and relies on the matters pleaded at paragraph 36(c) of this Reply; and

d. says that further, or alternatively, to the extent that it is determined that the ESSGS Award at all material times was the relevant modern award covering and applying to the Applicant's employment (which is denied), the First Respondent was required to:

i. provide to the Applicant and the Group Members, the Alinta Uniform, including the maintenance and laundering of the uniform items; or

ii. pay to the Applicant and the Group Members a uniform allowance of $1.23 per day up to a maximum of $6.16 per week and a laundry allowance of $0.31 per day up to a maximum of $1.54 per week; or

iii. reimburse the Applicant and the Group Members for the purchase price of the Alinta Uniform and provide a laundry allowance of $0.31 per day up to

a maximum of $1.54 per week, where the First Respondent did not launder the Alinta Uniform.

Particulars
cl. 19.3(c)(i) of the ESSGS Award.

38. In reply to paragraph 67 of the Defence, the Applicant repeats and relies on the matters pleaded at paragraphs 36 and 37 of this Reply and otherwise joins issue with the paragraph.

39. In reply to paragraph 68 of the Defence, the Applicant:

    a. denies subparagraph (b);

    b. repeats and relies on the matters pleaded at paragraphs 36, 37 and 38 of this Reply; and

    c. otherwise joins issue with the remainder of the paragraph.

40. In reply to paragraph 69 of the Defence, the Applicant:

    a. denies subparagraphs (b) and (c);

    b. repeats and relies on the matters pleaded at paragraph 36 – 39 of this Reply and says that further, or alternatively, the First Respondent failed to pay to the Applicant and the Group Members, the uniform allowance described at cl. 19.3(c) of the ESSGS Award; and

    c. otherwise joins issue with the remainder of the paragraph.

41. In reply to paragraph 70 of the Defence, the Applicant:

    a. denies subparagraphs (b) and (c);

    b. repeats and relies on the matters pleaded at paragraph 36 – 40 of this Reply and says that further, or alternatively, the First Respondent failed to pay to the Applicant and the Group Members, the uniform allowance described at cl. 19.3(c) of the ESSGS Award; and

    c. otherwise joins issue with the remainder of the paragraph.

D.4 *Motor Vehicle Allowance*

42. In reply to paragraph 74 of the Defence, the Applicant:

    a. insofar as subparagraph (a), denies that the Applicant was required to utilise her personal motor vehicle to perform the duties particularised at paragraph 57(c) of the Claim, says that subparagraph (a) is embarrassing and liable to be struck out

on the basis of the Respondent's previous admissions at paragraph 12(c), 57(b)-(c) of the Defence;

b. says that the Respondent required the Applicant to perform the duties pleaded at paragraphs 57(a)-(c) of the Claim, and did not otherwise provide a vehicle or alternative method of transport to enable the Applicant to perform these duties;

c. denies subparagraph (b);

d. joins issue as to the remainder of the matters pleaded in paragraph 74 of the Claim and Defence; and

e. says that further, or alternatively, to the extent that it is determined that the ESSGS Award at all material times was the relevant modern award covering and applying to the Applicant and Group Members employment (which is denied), the First Respondent was required to pay the Applicant a vehicle allowance of $1.01 per kilometre travelled in the performance of the required duties.

Particulars

cl. 19.3(d)(i) of the ESSGS Award.

43. In reply to paragraph 75 of the Defence, the Applicant repeats and relies on the matters pleaded at paragraph 42(a)-(e) of this Reply in respect of both the Applicant and Group Members and otherwise joins issue with the paragraph.

F. RECORD KEEPING CONTRAVENTIONS

F.1 *Failure to Make and Keep Records*

44. In reply to paragraph 90 of the Defence, the Applicant:

a. repeats and relies on the matters pleaded at paragraphs 93 – 100 of the Claim;

b. repeats and relies on the matters pleaded at paragraph 13(b) of the Defence;

c. denies subparagraph (a) in the premise of the material facts pleaded at paragraphs 90(a)-(c) of the Claim;

d. further says that any time and attendance data made and kept by the First Respondent did not accurately reflect the actual hours of work of the Applicant and Group Members, particularly, the Pre-Shift Work and Post-Shift Work; and

e. otherwise joins issue with the remainder of the paragraph.

F.2 *Inspection Contraventions*

45. In reply to paragraphs 93 of the Defence, the Applicant:

a. admits subparagraph (a) insofar as the requests made were on behalf of the Applicant and persons listed in Attachment A to those requests, but says that the request was also made in writing by post to the First Respondent's registered office on or about 23 July 2025;

b. denies subparagraph (b) insofar as:

i. the employee records made available for inspection by the First Respondent on 11 November 2025 did not contain all employee records requested by way of the 22 July 2025, 23 July 2025 and 20 October 2025 record requests;

ii. the Respondents admit at paragraph 94 of the Defence, that the production of employee records provided on 11 November 2025 was 'partial production';

iii. additional employee records were made available for inspection by the First Respondent on 18 September 2026, which did not rectify the deficiencies of the 11 November 2025 production, insofar the inspection did not contain all employee records requested by way of the 22 July 2025, 23 July 2025 and 20 October 2025 record requests;

iv. says that the First Respondent has, at the date of filing of this Reply, failed to make available for inspection, complete employee records of the kind prescribed by regulations 3.32, 3.33, 3.34 and 3.35 for each of the individuals identified in Attachment A to the 22 July 2025, 23 July 2025 and 20 October 2025 record requests; and

v. repeats and relies on the matters pleaded at paragraph 95 of the Claim in respect of the particulars of the deficiencies identified in the 11 November 2025 production, as outlined in full in paragraph 2.4 (a)-(d) of the 24 November 2025 correspondence from Adero Law to Bartier Perry,

c. further says that the Applicant relies on the matters pleaded at 13(b) of the Defence; and

d. otherwise joins issue with the remainder of the paragraph.

46. In reply to paragraph 96 of the Defence, the Applicant repeats and relies on the matters pleaded at paragraph 45 of this Reply and otherwise joins issue with the paragraph.

47. In reply to paragraph 97 of the Defence, the Applicant:

a. repeats and relies on the matters pleaded at paragraph 45 of this Reply;

b. says that subparagraph (c) is vague, embarrassing and liable to be struck out on the basis that:

i. the Respondents fail to plead any material facts or particulars as to any alleged deficiency that would render the requests for records 'improper' for the purposes of s.535(3) of the FWA or regulation 3.42 of the FWR, and

ii. the Respondents otherwise admit paragraph 95 of the Claim;

c. in the premise of subparagraph (b) above, denies subparagraph (c); and

d. otherwise joins issue with the remainder of the paragraph.

G. SERIOUS CONTRAVENTIONS & ACCESSORIAL LIABILITY OF THE SECOND RESPONDENT

G.3 *Allowances Contraventions*

48. In reply to paragraph 129 of the Defence, the Applicant:

a. denies the paragraph; and

b. repeats and relies on the matters pleaded at paragraphs 36 – 43 of this Reply.

G.4 *Short Shift Contraventions*

49. In reply to paragraph 138 of the Defence, the Applicant:

a. admits that the requirement pleaded was also communicated to the Applicant and Group Members by way of their rostered hours and any variations to those rostered hours; and

b. otherwise joins issue with the remainder of the paragraph.

I. RESPONDENT – SET-OFF

50. In reply to paragraphs 151 of the Defence, the Applicant:

a. admits subparagraph (a) insofar as the First Respondent paid to the Applicant a penalty rate of 175% for all hours that the First Respondent remunerated the Applicant for in association with Saturday Work;

b. denies the remainder of subparagraph (a) and says:

i. that the Applicant was not paid by the First Respondent for each actual hour of work performed on a Saturday, the hourly rate to which she was properly entitled;

ii. repeats and relies on the matters pleaded at paragraphs 43 – 49 of the Claim and at paragraphs 23 – 28 of this Reply in respect of the Minimum Wage Contraventions;

iii. the Applicant was not paid by the First Respondent for each actual hour of work performed on a Saturday;

iv. repeats and relies on the matters pleaded at paragraphs 50 – 55 of the Claim and paragraphs 29 – 31 of this Reply in respect of the Pre-Shift Work;

v. repeats and relies on the matters pleaded at paragraphs 56 – 62 of the Claim and paragraphs 32 – 35 of this Reply in respect of the Post-Shift Work;

vi. the Applicant was not paid by the First Respondent for each shift performed on a Saturday, the minimum engagement period in accordance with the GRIA, where the relevant Saturday shift was less than 3 hours in duration;

vii. repeats and relies on the matters pleaded at paragraphs 78 – 83 of the Claim in respect of the Short Shift Contraventions,

c. admits subparagraph (b) insofar as the relevant Saturday penalty rate applicable under clause 22 of the GRIA is 150% of the Applicant's minimum hourly rate of pay for her relevant classification level;

d. says that the 2024 EG Contract and the 2025 EG Contract purportedly engaged the Applicant in accordance with the terms of the ESSGS Award, as the Respondents admit at paragraphs 8 and 11 of the Defence;

e. denies subparagraph (c) and repeats and relies on the matters pleaded at paragraphs 101 – 116 of the Claim;

f. does not know and therefore cannot plead to any hypothetical action that the First Respondent otherwise may have taken, as pleaded at subparagraph (d);

g. denies any unjust enrichment as pleaded at subparagraph (e) and repeats and relies on the matters pleaded at subparagraph (b) above;

h. denies the First Respondent's entitlement to any set-off as pleaded at subparagraph (f) and repeats and relies on the matters pleaded at subparagraphs (b) and (g) above; and

i. otherwise denies the remainder of the paragraph.

51. In reply to paragraph 152 of the Defence, the Applicant repeats and relies on the matters pleaded at paragraph 50 of this Reply in respect of the Group Members.

52. Save for those matters expressly pleaded above, the Applicant joins issue with the Respondents on the remainder of the matters pleaded within the Defence.

Date: 5 October 2026

Signed by Patrick Elliott
Lawyer for the applicant

This pleading was prepared by Andrew Chakrabarty, lawyer and Caitlin McIvor, lawyer and Patrick Elliott, lawyer.

Certificate of lawyer

I, Patrick Elliott, certify to the Court that, in relation to the reply filed on behalf of the Applicant, 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: 5 October 2026

Signed by Patrick Elliott
Lawyer for the Applicant