



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Bunnings Group Limited

(AG2013/2738)

BUNNINGS SDA RETAIL TRADE AGREEMENT 2013

Retail industry

COMMISSIONER BULL

SYDNEY, 11 NOVEMBER 2013

Application for approval of the Bunnings SDA Retail Trade Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Bunnings SDA Retail Trade Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

Meal allowance

[2] The Commission notes that the Agreement provides a meal allowance of \$13.39 from approval of this Agreement and where a team member continues to perform overtime for more than five hours the employer shall provide a meal or pay an allowance of \$13.39.

[3] The *General Retail Industry Award 2010* (the Award), being the relevant modern award for the purpose of the better off overall test. at sub clause 20.1(a) provides a meal allowance of \$16.67 where an employee is required to work more than one hour of overtime after the employee's ordinary time of ending work and where such overtime exceeds four hours a further meal allowance of \$15.09 will be paid.

[4] The Applicant (Bunnings Group Limited) has advised that it is quite uncommon that team members are required to work a shift length that requires the provision of a meal or meal allowance and that when they do, the Applicant typically provides team members with a meal. Furthermore, the Applicant also advised the Commission that team members under the Agreement are entitled to double time when they work more than 10.5 hours in a day, whereas under the Award the overtime rate is time and a half for the first three hours.

Ordinary hours

[5] The Commission notes that the Agreement at Part 5 - **Hours of work**, and in particular, sub clause 5.1 provides for ordinary hours of work that is greater than the ordinary hours of work provided for in the Award.

[6] The Applicant submits its trade sites are closed on the weekends and typically trade from 6:30am to 5:00pm, Monday to Friday. However, the Applicant states in its correspondence that from time to time small amount of overtime may be worked on weekends to cater for a backlog of orders.

[7] The Applicant has submitted rosters and calculations to demonstrate employees are better off overall despite the increase in the span of ordinary hours.

[8] Upon review of the Applicant's correspondence with respect to the ordinary hours of work and meal allowance, I am satisfied that employees under the Agreement would be better off overall.

Consultation Term

[9] The Commission advised the Applicant and the Shop, Distributive and Allied Employees Association (SDAEA) and the Australian Workers' Union (AWU) being bargaining representatives for the Agreement that the consultation term found at clause 8.13 of the Agreement was not consistent with the terms that must be included pursuant to s.205(1) of the Act.

[10] The Act requires that a consultation term must allow for the representation of those employees for the purposes of that consultation. The consultation term in the Agreement allows for the affected team members to appoint the SDAEA to represent them.

[11] As the Agreement does not contain a consultation term that meets the requirements as set out at s.205(1) of the Act. Pursuant to s.205(2), the Model Consultation Term, as found at Schedule 2.3 of the Regulations is taken to be a term of the Agreement. A copy of the model term is attached at **Annexure A**.

Individual Flexibility term

[12] In its correspondence to the Applicant and the SDAEA and the AWU, the Commission requested correspondence outlining what additional flexibility is provided by clause 8.14 - **Individual Flexibility Agreements**, and in particular, sub clause 8.14(a)(iii).

[13] The Applicant concedes that sub clause 8.14(a)(iii) appears to cover matters that can already be altered under the Agreement.

[14] However, the Applicant submits that where the flexibility term attempts to alter sub clause 5.2(b) (rosters) of the Agreement, the minimum number of rostered ordinary hours per day could conceivably be reduced to less than four hours for a full-time team member and less than three hours for a part-time or casual team member and that such outcome would not be permitted without the additional flexibility conferred by sub clause 8.14 of the Agreement.

[15] With respect to the flexibility term attempting to vary sub clause 6.2(d) (annual leave) of the Agreement, the Applicant acknowledges that this does not confer any additional flexibility.

[16] No correspondence was received from the SDAEA or the AWU.

[17] The Agreement covers employees in the classifications contained in the Agreement employed at Bunnings Trade Sites throughout Australia, excluding Trade Centres located in Seaford, Somerton, and Laverton in Victoria. I am satisfied that pursuant to s.186(3A) of the Act, this group is fairly chosen as being operationally or organisationally distinct.

[18] I am satisfied that each of the requirements of ss.187 and 188 of the Act as are relevant to the application for approval have been met.

[19] The SDAEA and the AWU being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[20] The Agreement is approved. In accordance with s.54(1) the Agreement will operate from 18 November 2013. The nominal expiry date of the Agreement is 30 June 2016.



COMMISSIONER

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if:
 - (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- (2) The employer must notify the relevant employees of the decision to introduce the major change.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- (10) In this term, *relevant employees* means the employees who may be affected by the major change.

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

INTRODUCTION.....	2
1.1 Title	2
1.2 Posting of Agreement	2
1.3 Parties and Coverage	2
1.4 Duration	3
1.5 Definitions	3
1.6 Objectives of this Agreement	3
PART 2 EMPLOYMENT DESCRIPTIONS	4
2.1 Permanent Employment	4
2.2 Full Time Team Members	5
2.3 Part Time Team Members	5
2.4 Casual Team Members	5
2.5 Probationary Period	5
PART 3 CLASSIFICATION STRUCTURE	6
3.1 Team Member Grade 1	6
3.2 Team Member Grade 2	6
3.3 Team Member Grade 3	7
3.4 Hardware Team Member Grade 4	8
3.5 Mixed Functions	8
PART 4 REMUNERATION.....	9
4.1 Rates of Pay	9
4.2 Allowances	9
PART 5 HOURS OF WORK.....	10
5.1 Span of Hours	10
5.2 Rosters	10
5.3 Bank of Hours	11
5.4 Casual Team Members Working Hours	12
5.5 Overtime	12
5.6 Meal & Rest Breaks	13
PART 6 LEAVE.....	14
6.1 Personal / Carer's Leave	14
6.2 Annual Leave	15
6.3 Public Holidays	16
6.4 Blood Donor Leave	18
6.5 Community Leave	18
6.6 Unpaid Leave	19
6.7 Compassionate Leave	19
6.8 Jury Service	20
6.9 Parental Leave	21
6.10 Long Service Leave	21
PART 7 EMPLOYMENT CONDITIONS	22
7.1 Bunnings Notice Requirements	22
7.2 Team Member Notice Requirements	22
7.3 Time Off During Notice Period	23
7.4 Payment of Wages	23
7.5 Statement of Employment	23
7.6 Standing Down of Team Members	23
7.7 Abandonment of Employment	23
7.8 Termination Pay	24
7.9 Superannuation	24
7.10 Supported Wage Clause	25
7.11 Dress and Presentation Standards	25
7.12 Termination, Change and Redundancy	25
PART 8 THE WORK ENVIRONMENT	28

8.1	Equal Employment Opportunity.....	28
8.2	Anti-Discrimination.....	29
8.3	Occupational Health and Safety.....	29
8.4	Team Member Safety and Safe Transport.....	30
8.5	Facilities.....	30
8.6	Grievance Procedure.....	30
8.7	Trade Nights.....	31
8.8	Protective Clothing.....	31
8.9	Supply of Tools.....	32
8.10	Damage to Clothing and Other Items.....	32
8.11	Accident Make Up Pay.....	33
8.12	Accruals During Worker's Compensation Absences.....	33
8.13	Consultation.....	33
8.14	Individual Flexibility Agreements.....	34
8.15	Union Related Matters.....	35

INTRODUCTION

1.1 Title

(a) This Agreement is the Bunnings SDA Retail Trade Agreement 2013.

1.2 Posting of Agreement

(a) An up to date copy of this Agreement shall be posted and maintained in a prominent place accessible to all team members.

1.3 Parties and Coverage

(a) This Agreement is between:

- Bunnings Group Ltd; and

Team members in the Classifications contained in this Agreement employed at Bunnings' Trade Sites throughout Australia (excluding Trade Centres located in Seaford, Somerton and Laverton in Victoria); and

- The Shop, Distributive and Allied Employees' Association (SDA); and
- the Australian Workers' Union of Employees, Queensland ("AWUEQ").

(b) This Agreement shall replace all provisions of any State and Federal Awards and Agreements which would otherwise apply to the team members covered by this Agreement.

(c) This Agreement shall not be applicable to the following positions:

Bunnings	Site Manager Assistant Site Manager Site Supervisor Trade Supervisor Retail Supervisor Graduate Trainees	Managers in Training Sales Representatives Team Leader/Future Leader
-----------------	---	--

1.4 Duration

- (a) This Agreement shall operate 7 days from the date of approval by Fair Work Commission and remain in place until 30 June 2016.

After the nominal expiry date of this Agreement, this Agreement shall continue to apply until the termination of the Agreement in accordance with the Fair Work Act or the parties replace this Agreement with another.

1.5 Definitions

- (a) *Permanent team member* shall mean either a full time team member or a part time team member.
- (b) *Ordinary time earnings* shall mean payment based upon the stipulated weekly wage rate for the team members appropriate classification as defined in this Agreement.
- (c) *Ordinary hours* shall mean the contracted annual hours for a full time team member and part time team member, but does not include overtime.
- (d) *Service* means the period a team member is employed with Bunnings, excluding unauthorised absences, unpaid leave or unpaid authorised absences (other than community services leave). The excluded periods do not break continuity of service but do not count as service.
- (e) *Team member* shall mean any person employed by Bunnings whose employment conditions are covered by this Agreement.
- (f) "Union" means the SDA and/or the AWUEQ (in respect of team member employed in Northern Queensland that wish to be represented by the AWUEQ).

1.6 Objectives of this Agreement

- (a) The primary objectives of this Agreement are:
- (i) To enable Bunnings to establish and maintain profitable sites which will provide a level of customer service, customer facilities and overall customer value unequalled by any other company operating in the retail trade sector.
 - (ii) To improve team members' productivity and customer service offer by providing for greater organisational efficiency through increased flexibility, utilisation of team member skills and more flexible arrangements with respect to team members' working time.
 - (iii) To provide more satisfying, secure and better paid employment for individual team members in line with operational objectives.
 - (iv) To provide a sound basis for expanded capital investment and employment opportunities within the operations.
 - (v) To ensure equitable terms and conditions of employment are applied to all team members at Bunnings.
- (b) To achieve these objectives, the parties declare their commitment to ensuring that:
- (i) Team Members are willing to accept total flexibility of jobs and duties subject to individual skills and abilities to meet company requirements.

- (ii) Terms and conditions of employment reflect and are specific to the needs of the enterprise and its team members.
- (iii) There is a continuous effort by Bunnings and its team members to improve work practices, work organisation and review any other issues which will enhance the quality of the range and level of services provided to customers.
- (iv) Issues or grievances which could impede the provision of service or the operation of the enterprise are resolved through negotiation and the dispute resolution procedures.
- (v) Working relationships between management and team members are developed in a way to promote effective and open communication, mutual trust and co-operation as much as possible.
- (vi) All team members working in the enterprise maintain acceptable standards of work, behaviour and safety.
- (vii) The principles of fairness and justice and equal opportunity in employment are promoted and practised at all times.

PART 2 EMPLOYMENT DESCRIPTIONS

2.1 Permanent Employment

- (a) Team members commencing with Bunnings without relevant experience will commence as a Bunnings team member Grade 1. Team members commencing with Bunnings who have such experience will start on the appropriate Grade for their level of experience.
- (b) Where existing rostered hours of work can be conveniently combined to provide full time team member jobs, Bunnings shall arrange for existing or new team members who are willing and available to commence as a full time team member to fill any available positions. Existing team members shall be given the first opportunity to apply for such new full time team member positions.
- (c) All casuals working regular shifts and who have been employed for over twelve months will be reviewed for conversion to permanent status.
 - (i) A casual team member may apply for a permanent position with Bunnings should a vacancy occur, and subject to the casual being able to perform the duties required or undertake training to acquire the skills required to fill the vacant position in a period acceptable to Bunnings, then the casual team member shall have preference of employment for the vacant position.
 - (ii) The parties to this Agreement shall review progress under the terms of this clause at 12 monthly intervals.
- (d) Annual Hours for full time and part time team members shall be calculated on the basis of a financial year period, and pro-rata for a team member engaged for part of that period.

2.2 Full Time Team Members

Full time team members are those team members engaged to work 1976 ordinary hours per 52 weeks.

2.3 Part Time Team Members

- (a) Part time team members will be employed to work an agreed amount of *ordinary hours* between a minimum of 624 ordinary hours and a maximum of 1820 ordinary hours per year.
- (b) Where necessary Bunnings retain the right to reduce a part time team members core hours:
- by up to 20% per year; or
 - in line with Termination Change and Redundancy principles.
- (i) Part time team members may also request a change to their *ordinary hours*. Such request will be granted providing it does not interfere with Bunnings operational requirements.
- (ii) Changes to *ordinary hours* may also occur if the team member and Bunnings mutually agree to the change.
- (iii) Part time team members shall be given four weeks notice in writing of any reduction in their *ordinary hours* unless they mutually agree otherwise.
- (iv) Under no circumstances can a reduction in *ordinary hours* go below the specified minimum of 624 hours per year.

2.4 Casual Team Members

- (a) Casual team members may be engaged on an hourly basis to perform the duties prescribed for the classifications of this Agreement.
- (b) The engagement of a casual team member shall commence at the start of each shift for which the casual is employed and shall terminate at the end of that shift.
- (c) Casual team members rate of pay is calculated by adding 22.5% to the relevant full time team member's ordinary time earnings. This 22.5% loading is in lieu of a casual team member's entitlements to Family Leave, Annual Leave, Public Holidays or other forms of Leave (excluding Long Service Leave, sick leave as provided for in clause 6.1(d) and forms of unpaid leave).
- (d) The casual loading is absorbed when a higher premium is payable (eg. Sundays, Public Holidays, Overtime and hours that attract a penalty)

2.5 Probationary Period

- (a) On joining Bunnings a team member's employment is subject to a 6 month qualifying period.
- (b) During the qualifying period, either the team member or Bunnings may terminate the team member's employment for any reason not prohibited by law by providing 1 week's notice.

PART 3 CLASSIFICATION STRUCTURE

A team member may be engaged in one of the following categories and paid in accordance with clause 4, Remuneration.

3.1 Team Member Grade 1

(a) A team member at this level performs routine duties essentially of a manual nature and to the level of training completed. Such duties may include (but are not limited to):

- Stockfilling
- Cleaning and/or trolley duties
- Maintain simple records
- Work under direct supervision as a probationary Salesperson / clerk / cashier / storeperson undertaking training to perform their duties.
- Use hand trolley and pallet trucks
- Maintenance of gardens
- Exercise minimal judgement

(b) Team Member Grade 1 positions include:

- Stockfiller
- Cleaner
- New Career Path staff in first 3 months of employment
- General Hand
- Trolley collector
- Labourer

(c) Stockfiller means a team member whose duties are to re-stock fixtures and who does not exercise any sales, customer service, re-ordering or clerical responsibilities. Stockfillers will be provided with an opportunity to move to Grade 2 as positions become available.

3.2 Team Member Grade 2

(a) Team Member Grade 2 shall mean a team member engaged to perform a range of duties' associated with the operation of a site including (but are not limited to):

- Delivery of goods
- Merchandising
- Stock replenishment
- Clerical & administrative duties
- Security of property and merchandise
- Using information technology to maximise sales
- Be responsible for the quality of their own work
- Routine and minor maintenance, not requiring trade qualifications
- Display good knowledge of product lines carried.
- General cleaning within department but
- Customer service and assistance
- Operation of fork lift
- Receipt and despatch of goods
- Answer & respond to telephone enquiries
- Selling of merchandise & customer relations
- Display sound interpersonal & communication skills
- Operation of Point of Sale Terminals/cashier operations
- Future orientated machinery to reduce manual handling and timber handling machines.
- Sawing and Machining of timber for customer's orders/stock (not trade qualified)
- Applying loss prevention procedures to minimise shrinkage & maximise site profitability
- Multi-directional ride on and walk beside

- not including cleaning of toilets, window exteriors or washing of floors, except for the removal of occasional spillages
 - Operation of powered saws (including docking, panel and sheet saws)
 - Operation of powered tools, powered pneumatic equipment and machinery, including hand held and automatic machines
 - picking and packing equipment
 - Strapping/banding or wrapping equipment and/or machinery, both manual and automatic
- (b) A team member required to have a forklift licence shall have all costs associated with the maintenance of such licence borne by Bunnings.
- (c) The team member shall usually be the subject of general supervision, but shall be willing and competent, to the extent required by Bunnings, to work without direct supervision and to make decisions on an independent basis.
- (d) Team Member Grade 2 positions include:
- Customer Service
 - Order assembly
 - Clerical Assistant
 - Cashier
 - Delivery Driver
 - Machinery operator
 - Receipt and despatch of goods
 - Machinery Operator
 - Sawperson

3.3 Team Member Grade 3

- (a) Team Member Grade 3 shall mean a team member who is required by Bunnings to possess and utilise a greater level of knowledge and to accept additional responsibilities to those required of a Team Member Grade 2.
- (b) Demonstration of this additional knowledge and responsibility will be:
- (i) Clerical - Appointment as a Site Clerk in a Bunnings site with the responsibility for all clerical functions.
 - (ii) Other Positions - Possession and utilisation of skills, knowledge or responsibility not normally associated with the job title.
- (c) All permanent Grade 2 Team Members, classified as a Salesperson, who have obtained the Bunnings competencies for a Grade 3 Senior Salesperson will automatically progress to Grade 3. All casual Grade 2 Team Members who are performing the duties of a Grade 3 Senior Salesperson and have obtained the Bunnings competencies for a Grade 3 Senior Salesperson will be reclassified as a Grade 3.
- (d) All other Grade 2 Team Members will be reviewed at the time of their annual performance appraisal to check whether they meet the criteria for upgrading and Bunnings will assist them to fulfil any outstanding criteria.
- (e) Team Members in this grade are capable of and required to assist staff in Grades 1 and 2 with operational problems and provide job specific technical training as directed. They will also perform Grade 2 duties when appropriate.
- (f) Team Member Grade 3 positions include:
- Senior Team Member
 - Site Clerk
 - Team member appointed to the position of Forklift Coach

3.4 Hardware Team Member Grade 4

- (a) Team Member Grade 4 shall mean a team member who is required by Bunnings to perform work at a higher level of skill and who is required to accept additional responsibilities to those required of a Grade 3.
 - (b) These additional skills and responsibilities may be exemplified by the necessity to provide specialised technical advice on a particular product range, or by the regular preparation of complex quotes for builders or the ability to coach and/or develop other team members.
 - (c) Team Members in this grade are capable of and required to assist staff in Grades 1, 2 and 3 with operational problems and provide job specific technical training as directed. They will also perform Grade 2 and 3 duties when appropriate.
 - (d) Appointment to a Grade 4 vacancy shall be by selection of Bunnings. A Grade 2 Salesperson can progress to Grade 4 without passing through Grade 3 providing they have obtained the relevant competencies.
 - (e) Team Members Grade 4 positions include:
 - Department Supervisor
 - Product Specialist
 - Senior Clerk
 - Despatch Supervisor
- * Saw Doctor – being an employee who may be required to manufacture from blank ribbon steel band saws of varying widths and who punches teeth, grinds teeth, swages and sets, hard tips teeth, tensions and levels circular saws, grinds, sharpens and sets circular saws, maintains chain saw chains, hand saws and frame saws and who when required, is responsible for the training of other employees.

3.5 Mixed Functions

A team member engaged for more than 4 hours (whether continuous or not) during one day or shift on duties carrying a higher rate than the ordinary classification shall be paid the higher rate for such day or shift. If engaged for 4 hours or less during one day or shift the team member shall be paid the higher rate for the time worked.

PART 4 REMUNERATION

4.1 Rates of Pay

- (a) The Agreement will provide for the following adult rates of pay applicable on the first full pay period on or after the following dates:

Full Time Team Member				
Operative Date	Grade 1	Grade 2	Grade 3	Grade 4
1 July 2013 (\$22.84)	\$ 749.73	\$ 757.22	\$ 764.56	\$ 793.95
1 July 2014 (\$23.55)	\$ 773.28	\$ 780.77	\$ 788.11	\$ 817.50
1 July 2015 (\$24.28)	\$ 797.56	\$ 805.05	\$ 812.39	\$ 841.78

- (b) A team member appointed as Team Member Grade 4 will be paid the adult rate.
- (c) Junior team members shall receive the following percentages of the weekly wage for an adult:

16 years of age and under	50%
17 years of age	55%
18 years of age	67.5%
19 years of age	80%

4.2 Allowances

- (a) Where a team member becomes due for a second meal break due to working overtime and has not been given 24 hours' notice of the requirement to work overtime, the employer shall provide an adequate meal or pay an allowance. The meal allowances are as follows:

Approval	1 July 2014	1 July 2015
\$13.39	\$13.81	\$14.24

- (b) Where the team member continues to perform overtime for more than 5 hours the employer shall provide an additional meal or pay an allowance of \$13.39. This allowance will increase in line with subclause (a) as per above.

(c) **Transport Allowance**

Where Bunnings requires a team member to use his/her personal motor vehicle in the performance of his/her duties the team member shall be paid an allowance of 69 cents per kilometre travelled.

- (d) Bunnings shall pay any forklift licence fees on behalf of team members.

(e) **Transfer to another store**

Where a team member is temporarily transferred from one store to another, they shall be entitled to any approved additional fare costs for using public transport, or approved additional cost for private mileage at the rate set for the Transport Allowance. A team member is also entitled to payment of additional travelling time at their ordinary time earnings except on Sundays and Public Holidays when payment shall be at the rate of time and one half. This does not apply if the team member requests or volunteers for the temporary transfer.

PART 5 HOURS OF WORK

5.1 Span of Hours

(a) The span of ordinary hours will be:

Monday to Friday: 5.00am to 9:00pm

(Ordinary hours may be worked between 4:00am and 5:00am by mutual agreement)

Saturday 6.00am to 6.00pm

(Ordinary hours may be worked between 5.00am and 6.00am by mutual agreement)

Sunday: 7.00am to 5.00pm

(b) Work performed at the following times within the span of ordinary hours will be paid at the prescribed penalties:

Span of Hours	Casual/Perm Penalties
Sunday 7:01am to 5:00pm	50%

(c) Work performed at the following times outside the span of ordinary hours will be paid at the prescribed penalties:

Hours	Casual/Perm Penalties
Monday 12:00am to Saturday 11:59pm	50%
Sunday 12:00am to Sunday 7:00am	100%
Sunday 5:01pm to 11:59pm	100%

(d) During a maximum period of six weeks prior to the opening of a site, ordinary hours may be extended to between 5 am and midnight Monday to Friday. These additional ordinary hours will cease at the time of the site opening and will only be utilised in a manner that is consistent with the Rostering principles of the Agreement.

(e) The loadings prescribed in the Clause are in substitution for, and not cumulative upon, other loadings (including the casual loading) and shall not be taken into consideration in calculating any payment for Overtime or Public Holidays.

(f) Team members may be rostered to work on up to six Sundays each financial year (1 July – 30 June). Team members will not be rostered to work Easter Sunday unless there is a genuine operational requirement for work to be done on that day.

5.2 Rosters

Team members shall be rostered to work ordinary hours such that:

- (a) the maximum number of rostered ordinary hours on any one day shall be 10.5.
- (b) the minimum number of rostered ordinary hours per day shall be 6 for full time team members, and 3 hours for all other team members. However, by agreement with the team member concerned the minimum number of rostered ordinary hours for a full time team member may be less than 6 but not less than 4 hours per day.

- (c) a maximum of 46 hours in any one week except for part time team members whose contracted annual hours are less than 1040 hours per 52 weeks, in which case the maximum shall be 38 hours, or 46 hours by agreement.
- (d) a maximum of 6 consecutive rostered days.
- (e) 2 consecutive days off in each fortnightly pay period unless otherwise agreed between Bunnings and the team member affected.
- (f) the hours of work on any day, exclusive of meal breaks, shall be continuous.
- (g) except by agreement, permanent team members shall not work more than two shifts that exceed 10 hours (excluding unpaid breaks) in any one week.
- (h) Rosters for ordinary hours of work shall be set for a two week period at least fourteen days in advance but may be varied with seven days notice or at any time by mutual agreement between Bunnings and the team member affected.
- (i) As far as is possible, rosters will be set by mutual agreement between Bunnings and the team members.
- (j) In setting rosters Bunnings will have regard for the family responsibilities and other significant commitments of team members, study commitments, access to safe transport home by team members as well as the operational requirements of the business and the need to be fair in its treatment of team members as a whole.
- (k) A team member who is required to provide temporary or permanent care to a member of their immediate family or household due to an illness, injury or disability to that person may request a change in working arrangements to assist them to provide care for the person. The request must be in writing, setting out the details of the change sought and the reasons for the change. Bunnings must respond to the request within 21 days and may only refuse the request on reasonable business grounds.

5.3 Bank of Hours

- (a) The annualised hours system used in this agreement is recorded through a 'Bank of Hours'.
- (b) Where a team member has been paid for more hours than they have worked they 'owe' hours *eg. A full-time team member works less than 76 hours in a fortnight .*

Where a team member has worked more than they have been paid they are 'owed' hours *eg. A full-time team member works more than 76 hours in a fortnight.*
- (c) Whenever a team member either owes or is owed 46 banked hours then the team member and their manager must discuss the action to be taken to manage the number of hours 'owing' or 'owed'.
- (d) Except by agreement, the maximum number of hours that can be owed or owing under the Bank of Hours is capped at 76 hours or the team members' average hours over three weeks, whichever is less. For example, the maximum number of hours that could be owed or owing by a part time team member working 1040 hours per year would be 60.
- (e) Bunnings and the Union and team members are committed to the principle that time off should be taken in a manner that provides a meaningful benefit to the team member.

- (f) Where a team member is owed 46 banked hours the team member may request to reduce the hours owed by taking a full day/s off or by working reduced hours.

The team member's request is to be granted by the team member's manager unless there are reasons related to the operational requirements of the business that prevent this. In such cases, the manager must explain the reasons to the team member and discuss with the team member the team member's alternative choice.

Reasons related to the operational requirements of the business include;

- Peak trading periods;
- Stock Take; and
- Where there are sufficient other team members in that area already on leave, creating an operational difficulty.

- (g) Where a team member owes 46 banked hours the team member must make every effort to work the hours required to reduce the amount of hours owed.

Nothing in this clause prevents a team member seeking to reduce hours owed prior to the accrual of 46 hours. Preference will be given to taking time off as full days once a team member is owed 15.2 hours or more.

Bunnings shall endeavour to accommodate team member requests for time off at the time requested by the team member.

- (h) A Bank of Hours report is to be displayed in the tearoom each fortnight.

5.4 Casual Team Members Working Hours

- (a) The engagement of a casual team member shall commence at the start of each shift for which the casual is employed and shall terminate at the end of that shift.
- (b) Casual team members shall be paid a premium of 22.5% of the ordinary rate of pay. This premium is in lieu of all leave entitlements, except Long Service Leave and Sick Leave.
- (c) A casual team member may be engaged on an additional shift each day provided that:
- (i) This provision shall only operate during Easter, the months of December and January and for 7 days for each of the twice yearly stocktakes.
 - (ii) There are no more than two engagements on any one day.
 - (iii) A minimum of three hours work shall apply for the original rostered shift and two hours for the additional shift.
 - (iv) There shall be a three hour minimum break between the first shift and the second shift.
 - (v) A team member can not work more than the maximum daily hours.
 - (vi) The arrangement shall be on a voluntary basis where the team member may revoke the agreement to work an additional shift at any time.

5.5 Overtime

- (a) The following work shall be regarded as overtime and paid at the overtime rate of pay:

- (i) Work in excess of 46 hours in any one week or, in the case of casual team members, 38 hours in any one week.
 - (ii) Work in excess of 6 consecutive rostered days.
 - (iii) Work in excess of 10.5 ordinary hours in any one day.
 - (iv) Work in excess of the contracted annual hours for full time and part time team members as stated in 2.2 and 2.3.
 - (v) Work in excess of 2 consecutive days off per fortnight, unless such work was agreed as stated in 5.2(e).
 - (vi) Work in excess of 10 ordinary hours in any one day where a team member has already worked two shifts that exceed 10 ordinary hours in the same week, unless such work was agreed as stated in 5.2(g).
- (b) Overtime worked in accordance with 5.5(a)(i) to 5.5(a)(vi) (with the exception of 5.5(a)(ii) and 5.5(a)(iv)) shall be paid at the same rate of double time (for both casuals and permanent team members).
 - (c) Subject to 5.5(d), hours worked in excess of the contracted annual hours for part time team members as stated in clause 2.3 shall only be worked by agreement with the team member and subject to management approval and shall be paid at the rate of single time.
 - (d) Hours worked in excess of 1976 (for the bank of hours year) shall only be worked by agreement and shall be paid at the rate of time and a quarter. Where a team member has worked 1976 hours in a year (or is likely to exceed 1976 based on their bank of hours balance), the manager will consult with the team member to establish if he or she wishes to work in excess of 1976 hours. Where there is no agreement, a team member cannot be required to work hours that would exceed 1976.
 - (e) Overtime worked in accordance with subclause 5.5(a)(ii) shall attract a 100% penalty and such rostered hours will be deducted from the team member's contracted annual hours.
 - (f) Bunnings may require a team member to work reasonable Overtime.
 - (g) Wherever possible Overtime will be offered to all team members with the appropriate skills, on an equitable basis.
 - (h) Overtime shall be calculated to the nearest 15 minutes and each day shall stand alone.

5.6 Meal & Rest Breaks

- (a) Team members shall be entitled to unpaid meal breaks and paid rest breaks in accordance with the following table:

Shift Length	Rest Break	Meal Break
Less than 4 hours	None	None
4 hours or more but less than 5 hours	One rest break	None
Between 5 hours and 7 hours (including a 5 or 7 hour shift)	One rest break	One meal break
More than 7 hours	Two rest breaks	One meal break

- (b) Meal breaks shall be of between 45 and 60 minutes' duration provided that, by agreement between the team members and management a meal break may be of 30 minutes' duration.
- (c) Meal breaks shall be taken at a time to suit the operational requirements of the business provided that no team member shall work more than 6 hours without a break for a meal.
- (d) A team member who works in excess of 7 hours in a day shall be given two paid rest periods of 15 minutes. The first rest period shall be taken in the period before the meal break and the second rest period shall be taken after the meal break.
- (e) A team member who works between 4 and 7 hours (including a 4 or 7 hour shift) on any day shall be entitled to one paid rest period of 15 minutes.
- (f) Unless mutually agreed, rest breaks are not to be taken within one hour of commencing or ceasing work.
- (g) Team members shall be entitled to an unpaid meal break upon the completion of 5 hours of continuous work.

PART 6 LEAVE

6.1 Personal / Carer's Leave

- (a) A full time team member will be entitled to 84 hours paid personal/carer's leave at their ordinary rate of pay per year of service. A team member may take personal/carer's leave when they are not fit to work because of a personal illness or injury or to provide care or support to a member of the team members immediate family or to a member of the team members household who requires care or support because of a personal injury, illness or unexpected emergency affecting the member.

Personal/carer's leave will accrue in the following manner for full-time team members:

- (i) In their first year of employment, accruing at the rate of 7 hours per month until the first year entitlement of 84 hours has fully accrued.
 - (ii) Thereafter, on the anniversary of each year of continuous employment, a full time team member will be entitled to a further 84 hours of personal/carer's leave.
- (b) For the purpose of this clause "immediate family member" means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the team member or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the team member.
 - (c) A part time team member's personal/carer's leave entitlement is calculated on a pro-rata basis based on an average of their *ordinary hours* worked during the anniversary year (whether as a part time team member or full time team member).
 - (d) Casual team members shall be entitled to 3.3 hours of sick leave for every 152 hours worked.
 - (e) Leave taken in accordance with this clause shall be calculated on the number of hours that the team member was rostered to work on the day/days of absence and the rate of pay for the leave will be paid at the team member's ordinary time rate of pay, meaning no payment of overtime, Sunday or Public Holiday penalties.

- (f) A team member's unused personal/carer's leave entitlement from any year shall accrue from year to year.
- (g) Where a team member is absent on personal/carer's leave during their first 6 months of employment and they are not paid their full personal/carer's leave due to their insufficient accrual, payment shall be made once the personal/carer's leave has been accrued.
- (h) A team member shall not be entitled to be paid for personal/carer's leave for any period in respect of which they are entitled to worker's compensation.
- (i) The granting of personal/carer's leave shall be subject to the following conditions:
 - (i) Wherever practicable the team member shall notify their Site Manager prior to the commencement of their starting time of the inability to attend for duty and, as far as possible, the nature of the illness or injury and period, or expected period of absence.
 - (ii) A team member who takes leave under this clause for more than 2 single rostered shifts per year may be required to provide site management with a medical certificate or other reasonable proof that his/her non-attendance was due to his/her personal ill-health or accident or the personal ill-health or accident of an immediate family member as soon as is practicable.
 - (iii) A team member may access personal/carer's leave for the purposes of donating bone marrow or for pre-natal appointments.
- (k) All hours of leave taken by a team member pursuant to this clause shall be deducted from the total number of hours the team member is required to work in that year.
- (l) A team member is entitled to up to 2 days of unpaid leave on each occasion where a member of the team member's immediate family or a member of their household requires care or support because of a personal illness, injury or unexpected emergency affecting them. Unpaid leave in accordance with this subclause can only be used when all other personal/carer's leave has been taken.

6.2 Annual Leave

- a) A full-time team member shall be entitled to 152 hours of annual leave on ordinary pay for each completed year of his/her employment.
- b) A part-time team member shall be entitled to pro-rata annual leave based on the average weekly hours worked over each 4 week cycle in the year that the leave accrued.
- c) Annual Leave may be taken for a period agreed between the team member and store management. Requests for annual leave by a team member will not be unreasonably refused. The intention is for team members to take their leave over a 4 week period or some lesser period (including single or combined days) as mutually agreed
- d) A team member may take annual leave in advance by agreement with store management. Store management shall not unreasonably refuse such requests for annual leave.
- e) A team member shall take his/her annual leave within 6 months after it has become due. Team members may postpone the taking of annual leave beyond the 6 month period by written agreement with store management. If after discussions between the team member and employer, agreement as to when annual leave shall be taken is

not reached, leave shall be taken as instructed by management, provided that a minimum of 4 weeks notice is provided.

- f) Where a public holiday falls in a period during which a team member is on annual leave, 7.6 hours shall be deducted from the 1976 hours which a full time team member is required to work in that year with a pro rata deduction for part time team members.
- g) Upon termination of employment for any reason, a team member shall be paid for all untaken annual leave accrued in terms of clause 6.2 (a) or (b).
- h) In addition to the entitlement prescribed by 6.2(g), a team member whose employment is terminated shall be entitled to payment on a pro rata basis for any leave accrued since the anniversary of his or her employment.
- i) It is expressly recorded that an amount reflecting an annual leave loading of 17.5% has been incorporated into the base wage rates contained in the agreement.
- j) All hours of annual leave taken by a team member shall be deducted from the hours which that team member is required to work in that year.
- k) Whilst Bunnings believes that team members should take their annual leave, a team member may, by request in writing, apply to have accrued leave paid to them and forgo this time off, less any applicable taxation deduction, in lieu of taking the leave. Such requests would only be granted in exceptional circumstances of extreme financial hardship. The granting of such payments in lieu of annual leave shall be at the sole discretion of Bunnings. Paid annual leave must not be cashed out if the cashing out would result in the team member's accrued entitlement to paid annual leave being less than 4 weeks.

6.3 Public Holidays

- (a) Permanent team members shall be entitled to, without loss of pay, the following Public Holidays as observed in each state as follows:

- New Years Day
- Australia Day
- Good Friday
- Easter Saturday (except Tasmania)
- Easter Monday
- Boxing Day (Proclamation Day in SA)
- Anzac Day
- Queens Birthday
- Labour Day (8 Hour Day) (May Day – NT)
- Christmas Day

- (b) The following days shall be taken in addition to the days named above:

- (i) In Victoria – Melbourne Cup Day (in addition):

Provided that where a local day is proclaimed or gazetted in a locality outside the Metropolitan area and Melbourne Cup Day is not proclaimed or gazetted in the locality, then the local Day shall be taken as a Public Holiday in lieu of Melbourne Cup Day.

- (ii) In Western Australia – Foundation Day (in addition)
- (iii) In the Northern Territory – Picnic Day or Show day (but not both days)
- (iv) In South Australia – Adelaide Cup Day (in addition)

- (v) In Tasmania – Show day (in lieu of Easter Saturday) and Hobart Regatta Day (South of Oatlands) or Recreation Day where Regatta Day is not observed (in addition but not both days)
- (vi) In New South Wales – Picnic Day being the first Tuesday in November (in addition)
- (vii) In the ACT
 - Canberra Day (in addition)
 - Picnic Day (Family & Community Day) (in addition)
- (viii) In Queensland – Exhibition Day (or the local Show Day) (in addition)
- (c) Where in a State, Territory or Locality a Public Holiday is declared or prescribed on any other days, these days shall constitute additional Public Holidays for the relevant team members. Provided that by Agreement between Bunnings and the SDA, a Public Holiday may be celebrated on an agreed date in a State or Territory.
- (d) Work done on any of the Public Holidays shall be voluntary and shall be treated in the following manner:
 - the team member shall be paid an additional loading of 150% of their ordinary time rate of pay for actual hours worked; and
 - full time team members shall have deducted from their annual hours as described in clause 2 the greater of 7.6 hours or the actual hours worked.
 - part time team members shall have deducted from their annual hours the actual hours they have worked.

The premium paid for work on public holidays is only paid on actual hours worked and shall be in substitution for any other premium payable.

- (e) A casual team member who works on a public holiday as defined in 6.3, shall be paid at the rate of double time and a half of the equivalent full time rate (this premium shall be in substitution for any other premium payable).
- (f) Any full time team member or any part time team member whose contracted annual hours are 1040 hours or more per 52 weeks shall have deducted from annual ordinary hours the amount of 7.6 hours or pro-rata equivalent for each public holiday not worked.
- (g) From 1 November 2013, where a part time team member whose contracted annual hours are less than 1040 per 52 weeks, has worked on a majority of days in the preceding 12 weeks on which a public holiday falls (i.e. 7 or more shifts on the day in question) but they do not work on the public holiday, they shall have deducted from their contracted annual hours the average number of hours worked on that day.
- (h) A team member who works overtime on a public holiday as defined in 6.3, shall be paid at the rate of double time and a half (this premium shall be in substitution for any other premium payable).
- (i) If a team member fails to attend for a Rostered shift on either side of a Public Holiday they shall forfeit wages for the day of the absence as well as the Public Holiday. Where Bunnings is satisfied that the team member's absence was caused through illness or other reason, wages shall not be forfeited for the holiday. Provided that a team member absent either before or after a group of holidays, shall forfeit wages for only one Public Holiday as well as the period of absence.

- (j) If the days set out in clause 6.3 are substituted by another day as a result of an Act or Proclamation of a State or Territory government (substituted public holiday), then:
 - (a) The provisions of clauses 5.3 (d), (e), (f), (g) and (h) shall apply to the substituted public holiday; and
 - (b) The actual day of the holiday which has been substituted shall be regarded as a non-holiday and team members rostered to work on that day shall be paid at the rates ordinarily applicable to that day.

Substitution

- (i) When Christmas Day falls on a Saturday or Sunday, a Holiday in lieu shall be observed on the 27th December (or such other substituted date as declared by the relevant State or Territory Government).
- (j) When Boxing Day falls on a Saturday or Sunday, a holiday in lieu shall be observed on the 28th December (or such other substituted date as declared by the relevant State or Territory Government).
- (k) When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu shall be observed on the next Monday.

Additional Christmas holiday loading

- (m) In the case of Christmas Day where substitution occurs, work on the 25th December will attract an additional loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate and the team member will also be entitled to the benefits of the substituted Public Holiday.

6.4 Blood Donor Leave

- (a) *Permanent* team members are entitled to 4 paid Blood Donor absences of 2 hours each per year.
- (b) Team members shall provide notice of their intended absence in advance so that Bunnings can ensure it meets their operational requirements.
- (c) Bunnings may require proof of attendance for any such absence.

6.5 Community Leave

- (a) *Permanent* team members will be entitled for up to two weeks Defence Force Reserve Leave per year and / or one weeks leave if they are a member of a recognised voluntary service including SES or fire fighting.
- (b) If a member of the Defence Force Reserves, this Leave is for the purposes of attending approved training camps. If a member of any other recognised voluntary service the purpose of the Leave is to attend to Emergency situations.
- (c) To receive payment the team member will provide Bunnings proof of attendance at the emergency situation or proof of the Defence Force Reserve Rate of Pay and total payment received for the time spent in training. Bunnings will reimburse the team member the difference between the amount received for Defence Leave and the team member's ordinary rate of pay.

- (d) Team members seeking to take Defence Force Reserve Leave must provide notice to Bunnings at least one month prior to the period of training. The notice should detail the start and finish dates for training.
- (e) All Team members are eligible to take unpaid community service leave in relation to a voluntary emergency management activity or other activity as provided for in the Fair Work Act. Prior to accessing any unpaid leave, paid leave entitlements under this clause should be accessed.
- (f) In recognition of Bunnings' commitment to providing its team with care and support in the event of a natural disaster, Bunnings may at its absolute discretion grant a team member with natural disaster leave.

6.6 Unpaid Leave

- (a) Unpaid Leave shall mean an approved Leave of absence, which whilst not exhaustive, may include:
 - (i) A team member who is studying and requires time to attend exams or participate in annual school holidays;
 - (ii) A team member who wishes to travel overseas or interstate for an extended period;
 - (iii) A team member who requires time off to care for a sick or injured close relative;
 - (iv) A team member who wishes to return to studies on a full time basis.
- (b) The granting of Unpaid Leave is at the complete discretion of Bunnings.
- (c) Whilst on Unpaid Leave all entitlements to Annual Leave, Sick Leave, Long Service Leave or Superannuation will be frozen from the date of commencing such leave to the date of returning from such leave.
- (d) The maximum period of absence on any one occasion will be 3 months.
- (e) Such absence shall not break continuity of employment for the team member concerned.
- (f) By agreement Unpaid Leave for casual team members may be extended to 12 months in the case of the birth of a child.
- (g) Where a team member is granted a period of unpaid leave, the number of ordinary hours that they are to work for the period shall be reduced by the number of hours taken as unpaid leave.

6.7 Compassionate Leave

- (a) Full time team members shall be entitled to compassionate leave on the death of a wife, husband, father, mother, foster-mother, foster-father, foster-child, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, brother, sister, child, stepchild, grandparent or grandchild. Part time employees shall be entitled to leave on a pro rata basis.
- (b) For the purposes of this clause "wife" and "husband" shall include de facto partners (whether the team member and the person are of the same or different sexes).
- (c) Compassionate leave shall be granted as follows:
 - i. within the State - up to and including the day of the funeral;

- ii. outside the State but within Australia - up to 7 calendar days for the purpose of attending the funeral;
 - iii. outside Australia - up to 30 calendar days for the purpose of attending the funeral.
- (d) In the event that the funeral is held prior to the expiration of the number of paid days set out in clauses (e), (f) and (g) , team members will still be entitled to the remaining balance of these days as leave without deduction of pay.
- (e) In the case of death of a team member's wife, husband, father, mother, brother, sister or child compassionate leave granted in accordance with clause (a), (b) or (c) shall be without deduction of pay for a period not exceeding the number of ordinary hours usually worked by the team member over 5 days.
- (f) In the case of death of a team member's foster-mother, foster-father, foster-child, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, uncle, aunt, stepchild, grandparent or grandchild compassionate leave granted in accordance with clause (a), (b) or (c) shall be without deduction of pay for a period not exceeding the number of ordinary hours usually worked by the team member over 4 days.
- (g) In the event of the death of a child, grandparent or grandchild of a spouse or de-facto partner of the team member or grandparent in law, compassionate leave granted in accordance with clause (a), (b) or (c) shall be without deduction of pay for a period not exceeding the number of ordinary hours usually worked by the team member over 2 days.
- (h) In the event of the death of a legal guardian, iece or nephew full time and part time team members shall be granted at their request paid time off up to a maximum of one day on the day of the funeral for the specific purpose of attending the funeral. Where the funeral arrangements and personal circumstances permit the team member to attend for work on part of the day in question it is expected that they will do so.
- (i) All hours of paid leave taken by a team member pursuant to this clause shall be deducted from the total number of hours the team member is required to work in that year.
- (j) A team member is entitled to take two days of paid compassionate leave for each permissible occasion when a member of his or her immediate family or household contracts or develops a personal illness that poses a serious threat to his/her life or sustains a personal injury that poses a serious threat to his/her life.
- (k) A team member who is granted compassionate leave may be required to provide proof of death or leave that is taken in accordance with subclause (j) to the satisfaction of Bunnings. A team member taking leave according to this subclause shall give notice to Bunnings as soon as is practicable which provides for the period, or expected period of leave

6.8 Jury Service

- (a) A permanent team member shall be allowed Leave when required to attend for Jury Service. During such Leave, the team member will continue to be paid their normal ordinary time earnings (including loadings where applicable) and provide Bunnings with their Jury Service fees.
- (b) To receive payment, a team member shall provide to Bunnings, proof of their requirement to attend, proof of actual attendance and monies received for such Jury Service.

- (c) A team member on Jury Service shall not be required to attend work on that day/evening/night regardless of the duration of the Jury Service.
- (d) The combination of work and Jury Service shall not exceed the number of days the team member would normally be Rostered to work in the week.
- (e) A team member required to attend Jury Service during a period of Annual Leave will, on producing satisfactory evidence of attendance, be credited with Annual Leave for the period for which Jury Service was attended.
- (f) The team member will give Bunnings notice of such requirement to attend as soon as practicable after having received notification to attend for Jury Service.
- (g) All hours of leave taken by a team member pursuant to this clause shall be deducted from the total number of hours the team member is required to work in that year.

6.9 Parental Leave

- (a) Team members shall be entitled to parental leave in accordance with Division 5 – Parental Leave and related entitlements of the Fair Work Act 2009 (“the Act”) and the provisions set out in these clauses, which add to the entitlement under the Act.
- (b) A team member may access the entitlement to Parental Leave concurrently with their partner or after their partner has taken parental leave.

A team member may take a combination of concurrent and consecutive Parental Leave although, except for the first week after birth, parental leave must be continuous. Provided it shall not be allowed beyond the 2nd birthday of the child or, in the case of adoption, the second year of the placement.

- (c) A casual employee who has been employed on a regular and systematic basis for at least 12 months and, but for the expected birth or placement of a child, would have a reasonable expectation of continuing engagement, will be entitled to Parental Leave.
- (d) Team members may be engaged, on a strictly voluntary basis, on a casual basis during periods of Parental Leave. Such engagements shall be paid at the appropriate hourly rate in lieu of all leave entitlements and shall not be included as service for any such accruals and will not extend the period of Parental Leave beyond the originally approved period of leave.
- (e) Whilst team members are entitled to a standard of 52 weeks’ Parental Leave they may apply to request for a maximum of up to 104 weeks. Bunnings may refuse this request only on reasonable business grounds.
- (f) A full time team member returning to work after taking Parental Leave will be entitled to return to work as a part time team member if it is their preference to do so, subject to Bunnings operational requirements.

6.10 Long Service Leave

- (a) All team members under this Agreement shall be entitled to receive Long Service Leave in accordance with the relevant state or territory legislation.
- (b) Where a Public Holiday to which an employee is entitled falls within a period of Long Service Leave, the period of Leave shall be increased in respect to that holiday(s).

- (c) Long Service Leave in Queensland and Victoria for part time employees will be paid on the basis of:
- (i) average weekly hours worked over the course of the part time employment; or
 - (ii) rostered weekly hours immediately prior to proceeding on Long Service Leave, which ever is the greater.

PART 7 EMPLOYMENT CONDITIONS

7.1 Bunnings Notice Requirements

- (a) Should Bunnings wish to terminate a *permanent/limited tenure* team member, the following period of notice shall be provided:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Less than 1 year:	1 week
1 year or more but less than 3 years:	2 weeks
3 years or more but less than 5 years:	3 weeks
5 years and over:	4 weeks

- (b) Team members over 45 years of age with two or more years continuous service at the time of termination, shall receive an additional week's notice.
- (c) Where the relevant period of notice is not provided, the team member shall be entitled to payment in lieu. Provided that employment may be terminated by part of the period of notice and part payment in lieu.
- (d) Payment in lieu of notice shall be based upon the team members full rate of pay for the hours they would have worked had the employment continued until the end of the minimum period of notice.
- (e) Any team member who is guilty of serious misconduct may be instantly dismissed and will only be paid up to the time of dismissal.

7.2 Team Member Notice Requirements

- (a) The notice of termination required to be given by a team member shall be:
- Up to two years of service: 1 week
 - Two or more years of service: 2 weeks
- (b) Subject to the relevant State or Territory long service leave provisions, if a team member fails to give notice, or to work the full period of notice, Bunnings shall have the right to withhold moneys due to the team member. The maximum amount that may be held is the team member's ordinary rate of pay for the period of notice. By mutual agreement, and Bunnings discretion part or all of the period of notice required by a team member may be waived by Bunnings and the team member paid to the date of termination only.

7.3 Time Off During Notice Period

Where Bunnings has given notice to a team member of intended termination, the team member shall be allowed time off without loss of pay, for a cumulative period one day for the purpose of seeking other employment. Such time off shall be taken at times that are convenient to the team member after consultation with their Site Manager.

7.4 Payment of Wages

- (a) All wages and allowances shall be paid on a fortnightly basis made by Electronic Funds Transfer ("EFT") by no later than four days following the completion of the fortnight in which the ordinary wages were earned.
- (b)
 - (i) Full time team members shall be paid 76 ordinary hours pay each fortnight along with any allowances, penalties or overtime payments accrued.
 - (ii) Part time and limited tenure team members shall be paid for the fortnightly average number of agreed ordinary hours each fortnight along with any allowances, penalties or overtime payments accrued.
 - (iii) Casual team members shall be paid for the ordinary hours worked along with any allowances and penalties or overtime payments accrued.
- (c) Each team member shall nominate a bank account into which his/her wages shall be paid and shall provide Bunnings with the necessary details and authority so as to enable Bunnings to pay the team member's wages by EFT.
- (d) On pay day each team member shall be supplied with access to details of the amount of wages earned, superannuation contributed, deductions made and the net amount paid. Should Bunnings provide pay details electronically, team members will have the opportunity to receive their pay details in hard copy.

7.5 Statement of Employment

Bunnings shall, when requested, provide to the team member a written statement specifying the period of the employment and the classification of, or the type of work performed by the team member.

7.6 Standing Down of Team Members

Team members who cannot be usefully employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which Bunnings cannot be reasonably held responsible will be redeployed. If this is not possible, team members will be asked to take Annual Leave or long service leave if possible. As a last resort, Bunnings may stand them down without pay.

7.7 Abandonment of Employment

If a team member absents themselves from work for more than three working days without consent of Bunnings and without notification to Bunnings, the team member shall be deemed to have abandoned their employment without notice.

7.8 Termination Pay

- (a) Upon termination for any reason, Bunnings shall have the right to deduct from a team member's final pay any amount owing to Bunnings for outstanding loans, staff accounts or purchases of clothing.
- (b) On termination, a team member who has worked more hours than those for which he/she has been paid pursuant to this Agreement shall be paid for all such hours at the ordinary time rate of pay and such payment shall be included with the team members termination pay.
- (c) A team member who has worked fewer hours than those for which he/she has been paid pursuant to this Agreement shall have an amount equal to the ordinary time rate of pay for such hours deducted from the team members termination pay, or where insufficient leave is available the period of notice shall be extended accordingly.

7.9 Superannuation

- (a) Bunnings shall provide to all eligible team members upon commencement of employment appropriate membership forms of the Retail Employee's Superannuation Trust (REST) and shall forward the completed membership forms to the respective fund within 14 days.
- (b) Bunnings shall provide to all eligible casual team members upon commencement of employment appropriate membership forms for the Retail Employees Superannuation Trust (REST) and shall forward the completed membership forms to the respective fund within 14 days.
- (c) It is the intention of the parties to this Agreement that the provision of superannuation benefits for eligible team members who are covered by this enterprise Agreement will be through the REST fund only and this Agreement will not be overridden by the requirements to provide team members with a choice of superannuation funds or the ability of low income earners to "opt out".
- (d) Bunnings shall contribute monthly to the appropriate fund on behalf of each team member not less than the amount laid down in the Superannuation Guarantee Levy.
- (e) Subject to any legislative changes, an Eligible team member is one who earns \$450 or more in ordinary time earnings in any month.
- (f) A team member may nominate any changes to their personal contributions to their fund each July in addition to those made by Bunnings. Team members must authorise Bunnings in writing to deduct from their wages, a specified amount in accordance with the appropriate Trust Deed and Rules. Bunnings will notify team members 8 weeks prior to July that they are entitled to change their personal contributions to the superannuation fund.
 - (i) Upon receipt of written authorisation from the team member, Bunnings shall commence making monthly payments (deducted fortnightly) to the appropriate fund on behalf of the team member following receipt of the authorisation.
 - (ii) A team member may vary his or her additional contributions once each year by a written authorisation and Bunnings shall alter the additional contributions within fourteen days of the authorisation.

7.10 Supported Wage Clause

- (a) Team members may be engaged on the Supported Wage System in accordance with the Full Bench Decision of 10 October 1994 (Print L 5723). This decision specifies the conditions that will apply to team members who because of the effects of a disability are eligible for a supported wage.
- (b) Team members should contact Bunnings or the SDA for a copy of the relevant decision of their Supported Wage entitlements.
- (c) Any team member employed under the Supported Wage System will be paid the rates of pay applicable at the time of employment. The 10% minimum rate level will reflect all National Wage Increases which have occurred. Provided that the minimum amount payable shall not be less than \$76.00 per week.

7.11 Dress and Presentation Standards

- (a) Bunnings takes great pride in its professionalism and superior product and service. An extension of Bunnings professionalism is the requirement that team members must always present themselves in a neat, tidy and business-like manner.

7.12 Termination, Change and Redundancy

- (a) Bunnings will adhere to the provisions of this clause as it relates to Termination Change and Redundancy standards.
- (b) Major Change applies where Bunnings has made a definite decision to introduce major changes that are likely to have significant effects on team members. This may result from:
 - (i) Major changes in Bunnings or 'Bunnings' structure
 - (ii) Changes in technology
- (c) In some cases Major Change may lead to Redundancies. Redundancy applies where Bunnings has made a decision that it no longer wishes the job the team member has been doing to be done by anyone.
- (d) If Major Change is to occur Bunnings shall discuss with the team members affected and their representative:
 - (i) The introduction of the Major Change;
 - (ii) The effects the changes are likely to have on team members; and
 - (ii) Measures to avert or to mitigate the adverse effects of such changes on team members.
- (e) The discussions shall commence as early as practicable after a firm decision has been made by Bunnings to make the Major Change. Bunnings shall give prompt consideration to matters raised by team members and / or their representative in these discussions. To aid the discussions Bunnings shall provide in writing to the team members concerned and their representative:
 - (i) All relevant information about the changes including the nature of the changes proposed;
 - (ii) The expected effects of the changes on team members; and
 - (iii) Any other matters likely to affect team members provided that Bunnings shall not be required to disclose confidential information the disclosure of which would be inimical to its interests.

Redundancy

(f) Definitions

- (i) Business includes trade, process, business or occupation and includes part of any such business. For the purpose of this clause 'an employer' includes Bunnings.
- (ii) Redundancy occurs where an employer, has made a definite decision that the employer no longer wishes the job the team member has been doing done by anyone and that decision leads to the termination of employment of the team member, except where this is due to the ordinary and customary turnover of labour.
- (iii) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (iv) Week's pay means the ordinary time rate of pay for the team member concerned. Provided that such rate shall exclude:
 - overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

(g) Transfer to lower paid duties

Where a team member is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the team member would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(h) Severance pay

(i) Severance pay

A team member, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of Continuous service	Rate of calculation of amount of severance payment	
	Team member under 45	Team member 45 and over
Less than 1 year	Nil	Nil
1 year but less than 2 years	4 weeks' pay	5 weeks' pay
2 year but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years but less than 5	12 weeks' pay	15 weeks' pay

years		
5 years but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and more	16 weeks' pay	20 weeks' pay

- (ii) Provided that the severance payments shall not exceed the amount which the team member would have earned if employment with the employer had proceeded to the team member's normal retirement date.
- (iii) Continuity of service shall be calculated in the manner prescribed by this agreement.

(i) Team member leaving during notice period

A team member given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 7.1 - Notice of Termination. In this circumstance the team member will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

(j) Alternative employment

- (i) Severance pay is not applicable where the team member rejects an offer of reasonable alternative employment obtained by Bunnings with an employer, including Bunnings:
 - in which the terms and conditions of an alternate job are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the team member; and
 - which recognises the period of continuous service which the team member had.
- (ii) The Fair Work Commission may vary the application of (j)(i) if it is satisfied that this provision would operate unfairly in a particular case.

(k) Job search entitlement

- (i) During the period of notice of termination given by the employer in accordance with Clause 7.1 of this Agreement, a team member shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the team member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the team member shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(l) Transmission of business

- (i) The provisions of this clause are not applicable, save for sub-clauses 7.12 (b), (d) and (e), where a business is before or after the date of this Agreement, transmitted from an employer (in this subclause called the transmitter) to another employer (in this subclause called the transmittee), in any of the following circumstances:

- (a) Where the team member accepts employment with the transmittee which recognises the period of continuous service which the team member had with the transmitter and any prior transmitter to be continuous service of the team member with the transmittee; or
- (b) Where the team member rejects an offer of employment with the transmittee:
- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the team member at the time of ceasing employment with the transmitter; and which recognises the period of continuous service which the team member had with the transmitter and any prior transmitter to be continuous service of the team member with the transmittee.
- (ii) Upon finalisation of the transmission of the business the provisions of this clause apply in full.
- (m) Team members exempted
- This clause does not apply to:
- team members terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - probationary team members;
 - apprentices;
 - trainees;
 - team members engaged for a specific period of time or for a specified task or tasks; or
 - casual team members.
- (n) Incapacity to pay
- The Fair Work Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

PART 8 THE WORK ENVIRONMENT

8.1 Equal Employment Opportunity

- (a) Bunnings will provide equality of opportunity in all matters relating to employment. This entails:
- (i) Making staffing decisions on the basis of merit and the possession of the skills relevant to the performance of the work involved.
 - (ii) Complying with relevant anti-discrimination, equal employment and affirmative action legislation.
 - (iii) Maintaining a workplace free from harassment of a sexual or other discriminatory nature.
 - (iv) Fostering a work environment in which individuals have the opportunity to develop their full potential.

- (b) The parties agree that duly authorised officers of the SDA and Bunnings, or their representatives, shall meet as required to resolve Equal Employment Issues and to discuss changes to the workplace which may affect health and safety.

8.2 Anti-Discrimination

- (a) Bunnings, its team members and the SDA are committed to preventing and eliminating discrimination at Bunnings in accordance with all relevant Commonwealth Anti-Discrimination legislation. In summary this legislation prevents discrimination on the basis of:

- Race
- Colour
- Sex
- Sexual preference
- Age
- Physical or mental disability
- Marital status
- Family responsibilities
- Pregnancy
- Religion
- Political opinion
- National extraction
- Social origin

- (b) Nothing in this provision is to be taken to affect any different treatment, which is specifically exempted under the relevant Commonwealth anti-discrimination legislation.

8.3 Occupational Health and Safety

- (a) The parties to this agreement and all team members are committed to safe working practices and the good health of all team members and where appropriate shall confer regarding OHS issues. This commitment to safety includes seeking to control workplace hazards, reducing the incidence of injury and ensuring occupational rehabilitation processes are in place.

- (b) Bunnings will establish a health and safety committee at each location in accordance with the requirements of the relevant State legislation. The function of that health and safety committee will include:

- (i) facilitating consultation and co-operation within the team in initiating, developing and implementing measures designed to ensure the safety and health of all team members;
- (ii) reviewing and making recommendations on work practices to ensure the safety of the team;
- (iii) maintaining information regarding hazards that arise or may arise at the workplace;
- (iv) consider and make such recommendations as the committee sees fit in relation to any changes or intended changes to or at the workplace that may reasonably be expected to affect the safety and health of team members;
- (v) consider such matters referred to the committee by the OHS representative and perform such other functions as may be agreed with Bunnings.

- (c) Bunnings will arrange for OHS Representatives to attend and be paid for appropriate OHS training courses as required by State legislation.

- (d) Bunnings will take steps to ensure workplace hazards are identified, assessed and where necessary appropriately controlled. Such steps will include hazard inspections and accident investigations.

- (e) Bunnings shall provide each team member with such safety equipment as may be reasonably necessary to enable the team member to perform his/her duties. This will include where required the provision of adequate safety footwear.
- (f) If a team member is required to work in the rain the team member shall be provided with suitable waterproof clothing and, upon request by the team member, with suitable wet weather footwear. Such clothing shall be returned at the end of the team member's shift.
- (g) Nothing in this clause shall remove, diminish or otherwise affect the application and operation of State and Territory health and safety laws.

8.4 Team Member Safety and Safe Transport

- (a) Where a team member works additional hours beyond their Rostered shift without having been provided with either 24 hours notice or notice before the completion of the previous shift, and they are unable to obtain their regular form of transport home, Bunnings shall arrange at its own cost, an alternative safe form of transport for the team member.
- (b) Upon a team member's request, Bunnings shall provide after dark a safe escort to their car or other mode of transport for such a team member.
- (c) Team members completing their shift at a late time (after dark) may:
 - (i) Prior to darkness move their vehicles closer to the Site than would be allowed in the earlier part of the day.
 - (ii) If this is not feasible or it is not allowable due to centre by-laws, then staff should be encouraged to leave the Site in the company of other staff to give an element of security through numbers.
 - (iii) Request an escort to their cars at the end of their shift. Such request will not be reasonably refused.

8.5 Facilities

- (a) Lockers: Team members where practicable, shall be provided with a locker for their individual use. It shall be the obligation of team members to provide their own padlock to secure the Lockers.
- (b) First Aid Kit: Bunnings shall provide and continuously maintain at each of their sites, at a place easily accessible to team members an adequate First Aid Kit.

Team Members covered by this Agreement are not expected to perform first aid responsibilities.

8.6 Grievance Procedure

- (a) This procedure is an important method at Bunnings for addressing any dispute in relation to a matter arising under this Agreement, inclusive of disputes relating to the National Employment Standards (with the exception of provisions referred to in section 65(5) of the Fair Work Act and/or the reasonableness of any business grounds that Bunnings relies upon in responding to a request under clause 5.2(k)). It is to be administered and utilised in the spirit and purpose for which it is intended i.e. a fair, objective and prompt review of any dispute in relation to a matter arising under this Agreement.

- (b) In the event of a dispute in relation to a matter arising under this Agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee concerned and more senior levels of management as appropriate. This may, for example include a Complex Manager, an Area Manager or Bunnings Human Resources.

In the event of a dispute arising in relation to a matter under this Agreement, the following procedure must be followed:

- (i) The team member should discuss the problem first with their team leader or immediate supervisor to resolve the matter. (Time must be set aside and any facts fully investigated to ensure that the team member receives a specific response within a reasonable time).
 - (ii) If they cannot resolve the matter, the team member may raise it with the manager's manager, or another team member identified as available to assist with resolving local difficulties, or both of them.
 - (iii) If the matter is not resolved, it should be considered by the relevant Employee Relations Manager within Bunnings.
- (c) At any stage of the dispute resolution process, a party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute. Team members are entitled to approach the SDA at any stage for advice or assistance.
- (d) If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Commission for resolution by mediation and/or conciliation and/or arbitration. If arbitration is necessary the Commission may exercise such procedural powers in relation to hearings, witnesses, evidence and submissions that are necessary to make the arbitration effective. For the purposes of this clause, arbitration includes any appeal.
- (e) Work to Continue
- While the procedure in clause 8.6 is being pursued, work must continue in line with the terms of the Agreement, without affecting the rights of either the team members or Bunnings adversely.
- (f) A decision of the Commission in arbitration will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

8.7 Trade Nights

- (a) Team members may from time to time be offered opportunities to attend trade nights run by suppliers, as a means of further enhancing their product knowledge. Attendance at trade nights is voluntary and any decision to attend shall be at the discretion of the team member.
- (b) Due to the voluntary nature of attendance at trade nights, no payment shall apply, though where meetings convened by Bunnings or attendance at trade nights are compulsory, payment will be at the team members *ordinary rate of pay* (including the payment of flex up, penalties or Overtime where applicable).

8.8 Protective Clothing

- (a) If a team member is required to work in the rain the team member shall be provided free of charge with oil skins or suitable waterproof clothing and, upon request by the team member, with suitable wet weather footwear.
- (b) Bunnings shall provide free of charge to team members where appropriate safety boots/shoes. Such boots/shoes shall be replaced from time to time when they wear out. The wearing of such supplied footwear will be a condition of employment except in relation to team members who are unable to wear such footwear for medical reasons and who produce a medical certificate of the fact. Any person who leaves the employment within three months of such issue will be charged half the cost of the footwear so provided.
- (c) Bunnings shall reimburse a team member who requires prescription lenses to be case hardened the amount necessary to have the prescription lenses case hardened.
- (d) Where a team member is performing manual tasks, such as the handling of timber, metal, cable or other materials, upon which would warrant the supply of protective gloves, such team members shall be supplied gloves by Bunnings free of charge. Protective gloves will not be supplied in circumstances where it would be hazardous if they were to be worn nor shall they be supplied in circumstances where Bunnings deems it inappropriate.
- (e) Team members required to work out in the sun shall be provided with protective head-gear. Bunnings will provide sunscreen to all team members who are required to perform any or all of their duties outdoors.
- (f) Suitable protective clothing and/or accessories shall be provided to team members free of charge who are required to perform duties which may lead to excessive soiling or damage to clothing or instances where the provision of such clothing and/or accessories is necessary for Bunnings to meet its obligation to provide a safe work environment for team members.
- (g) Where such protective clothing, and/or accessories have been provided to a team member they shall be required to use such clothing and/or accessories at all times. If a team member is unwilling or refuses to use such clothing and/or accessories, they may be subject to counselling by Bunnings.
- (h) Items of protective clothing detailed in this clause shall be cleaned where appropriate by Bunnings at Bunnings expense.
- (i) Bunnings will provide padded jackets on request to team members working in yards, external nurseries and drive throughs. These jackets must be returned at the end of each shift.

8.9 Supply of Tools

- (a) Bunnings will provide team members with all necessary tools, implements, measuring instruments and plant to carry out their duties.
- (b) The team member shall replace or pay for any tool etc. so provided which is lost, wilfully damaged or destroyed through the team member's negligence.

8.10 Damage to Clothing and Other Items

- (a) Compensation to the extent of the damage sustained, apart from team member negligence, will be made where in the course of the work clothing; spectacles, hearing aids and dentures are damaged or destroyed by fire or corrosive substance.

- (b) No compensation will be paid if the team member is entitled to compensation under a State or Federal Act.

8.11 Accident Make Up Pay

- (a) If a full time team member receives weekly compensation following an accident or injury under the relevant State legislation providing for such compensation and if that weekly compensation is less than the weekly wage set out in Clause 4.1, then Bunnings agrees to pay the difference between the weekly wage and the weekly compensation for up to 52 weeks post the date of injury.
- (b) This clause will not apply to an injury suffered during the first seven consecutive days of employment (including non-working days) in which the team member is incapacitated.
- (c) Part time team members shall receive pro-rata make up pay in accordance with their average weekly hours

8.12 Accruals During Worker's Compensation Absences

Team members who are absent from work on account of an illness or injury for which they are in receipt of workers compensation payments shall accrue annual leave and personal/carer's leave for up to 12 months post the date of injury (unless legislation requires Bunnings to accrue beyond 12 months post the date of injury).

8.13 Consultation

- (a) This clause has application where Bunnings has made a definite decision to introduce major change and the change is likely to have a "significant effect" on team members
- (b) Bunnings will notify team members who may be affected by the change, of the decision to introduce the major change and discuss:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the team members; and
 - (iii) measures Bunnings is taking to avert or mitigate the adverse effect of the change on the team members.
- (c) Bunnings is not required to disclose confidential or commercially sensitive information.
- (d) Bunnings will give genuine consideration to matters raised about the major change by the relevant team members.
- (e) It is acknowledged that the affected team members may appoint the SDA to represent them.

8.14 Individual Flexibility Agreements

- (a) A team member(s) and Bunnings may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (i) the arrangement meets the genuine needs of Bunnings and the team member and
 - (ii) the arrangement is genuinely agreed to by both the team member and Bunnings, and
 - (iii) the Individual Flexibility Agreement deals with minimum rostered ordinary hours for a full time team member as set out in clause 5.2(b) or the taking of a annual leave as set out in clause 6.2(d)
- (b) Bunnings must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*;
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the team member being better off overall than the employee would be if no arrangement was made.
- (c) Bunnings must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) provides for both Bunnings and the name of the team member; and
 - (iii) is signed by both Bunnings and the team member and if the team member is under 18 years of age, signed by a parent or guardian of the team member; and
 - (iv) includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the team member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - states the day on which the arrangement commences.
- (d) Bunnings must provide a copy of the individual flexibility arrangement to the team member within 14 days after it is agreed to.
- (e) Bunnings or the team member may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if Bunnings and the team member agree in writing — at any time.
- (f) All Individual Flexibility Agreements are required to be authorised by the National Trade Manager and National Employee Relations Manager or “authorised” delegates. Under no circumstances are individual store management teams or team members to enter into an Individual Flexibility Agreement in the absence of the required approval

process. In the absence of this approval process an Individual Flexibility Agreement will not be effective.

8.15 Union Related Matters

(a) Union Delegates

- (i) Bunnings agrees to recognise the right of union delegates to represent the Union and its members.
- (ii) Bunnings shall allow union delegates to take paid leave for the purposes of attending trade union training. Leave shall not be unreasonably refused by Bunnings, however shall be consistent with operational requirements. It is agreed that unreasonable requests for leave will not be made by the Union.
- (iii) Notwithstanding the above paragraph, Bunnings shall allow a total of 10 days per year per store for the training of delegates. This leave shall be non-cumulative.

(b) Union Recognition and Membership

- (i) Bunnings recognises that employees who are covered by this Agreement may be represented by the Shop, Distributive and Allied Employees Association or, in relation to team members employed at Warehouse and Small Format stores located in the Northern Region of Queensland, the AWUEQ.
- (ii) Bunnings commits to providing SDA and AWUEQ members with payroll deduction facilities in respect of union fees upon receipt of an Authority to Deduct form signed by the team member.

(c) Union Access

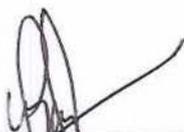
- (i) Right of Entry shall be managed in accordance with relevant legislative requirements.

SIGNATORIES



Ian Blandthorn
National Assistant Secretary
Shop, Distributive & Allied Employees' Association
L6, 53 Queen Street
Melbourne VIC 3000

3/9/13
Date



Willem Prays
General Manager, Human Resources
Bunnings Group Ltd
16 – 18 Cato Street
Hawthorn East VIC 3123

5/9/13
Date



Ben Swan
Secretary
Queensland AWU
L12, 333 Adelaide Street
Brisbane QLD 4000

4/9/2013
Date

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if:
 - (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- (2) The employer must notify the relevant employees of the decision to introduce the major change.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- (10) In this term, ***relevant employees*** means the employees who may be affected by the major change.