



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Woolworths Group Limited T/A BWS - Beer, Wine and Spirits**  
(AG2019/2222)

## **BWS AGREEMENT 2019**

Retail industry

COMMISSIONER JOHNS

SYDNEY, 10 JULY 2019

*Application for approval of the BWS Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *BWS Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Woolworths Group Limited T/A BWS - Beer, Wine and Spirits. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Shop, Distributive and Allied Employees' Association being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

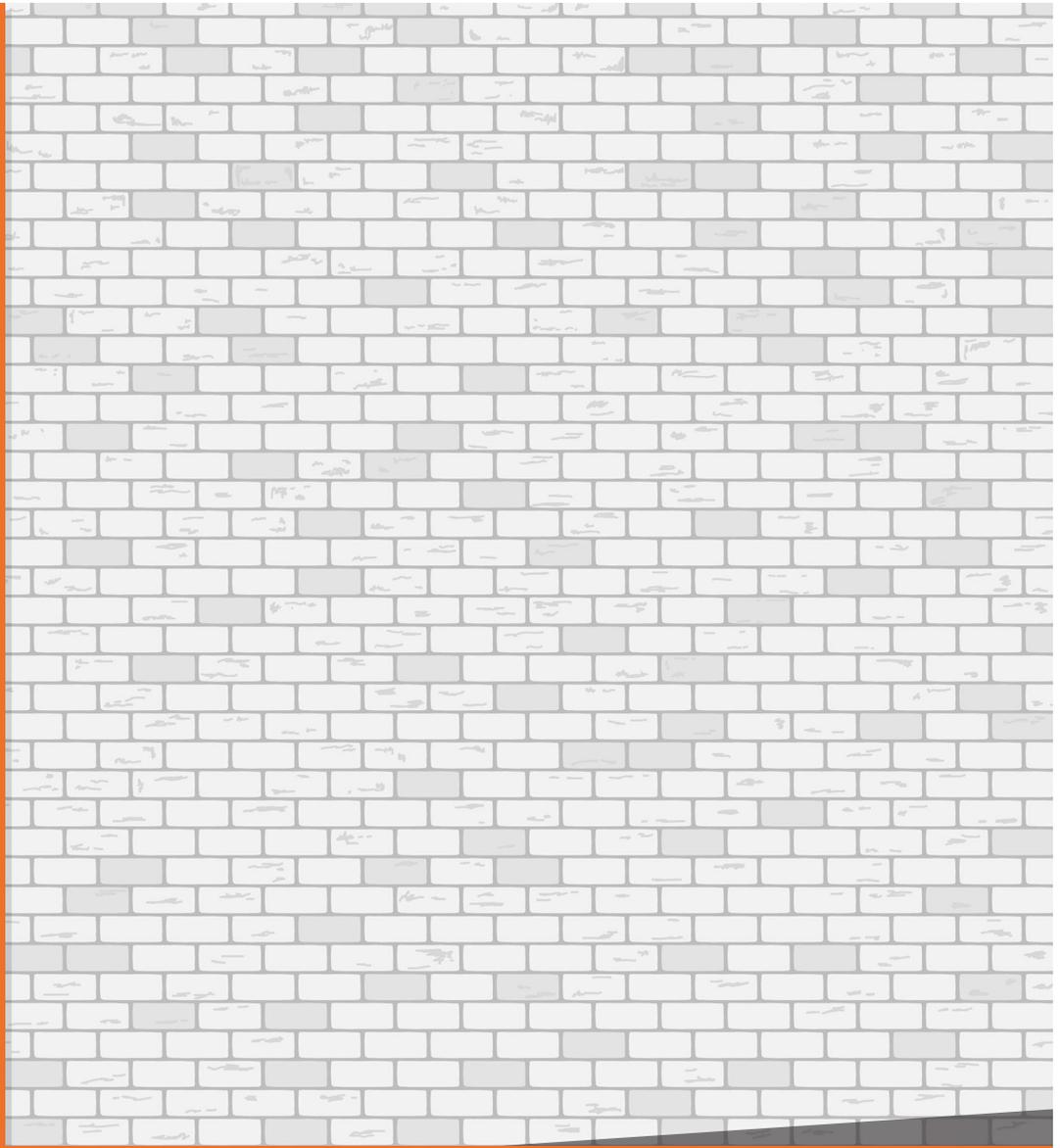
[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 July 2019. The nominal expiry date of the Agreement is 30 June 2023.



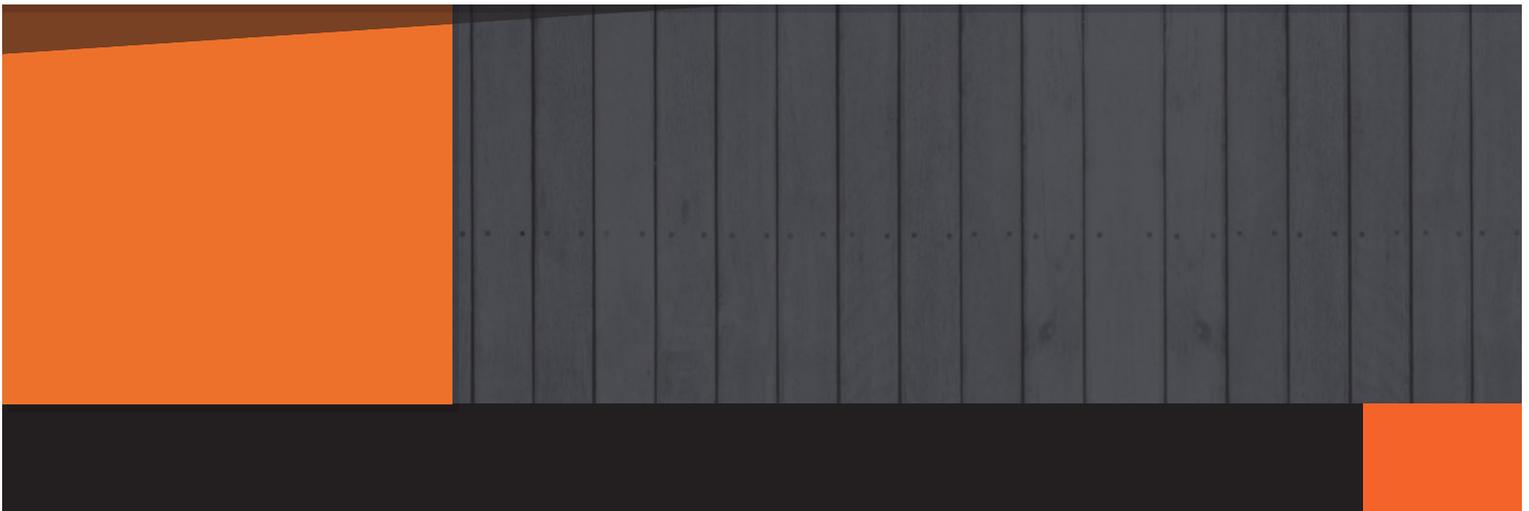
COMMISSIONER

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# **BWS** **AGREEMENT** **2019**



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# 1 What's this Agreement about?

## What's this about...

**Welcome to the BWS team!**

**This Agreement sets out the terms and conditions of your employment... read on to find out more...**

## 1.1 When does this Agreement commence?

This is the BWS Agreement 2019 (**Agreement**). It takes effect from 1 July 2019 or 7 days after the approval by the Fair Work Commission (the **FWC**), whichever is the later. This Agreement is a national agreement and will apply in all States and Territories of Australia. The nominal expiry of this Agreement will be **30 June 2023**.

## 1.2 Who is covered by this Agreement?

1.2.1 This Agreement covers **BWS** and its employees who are employed in the classifications described in clause 3.3 and Appendix A of this Agreement (**team members**).

1.2.2 This Agreement does not cover BWS employees who are engaged in salaried positions including (but not limited to); salaried Trainee Manager, salaried Assistant Store CEO and salaried Store CEO.

## 1.3 Who is a party to this Agreement?

Subject to the FWC making a note of such coverage upon approval of this Agreement, this Agreement covers the Shop, Distributive and Allied Employees' Association (SDA), as a **registered organisation** (hereafter known as the **trade union**).

## 1.4 Relationship with Modern Award and National Employment Standards

1.4.1 Consistent with the **Fair Work Act**, while this Agreement applies to a team member, the relevant modern award does not apply at the same time.

1.4.2 The National Employment Standards (**NES**) are a set of 10 legislated minimum employment standards. The entitlements and benefits provided in this Agreement are inclusive of, and not in addition to, any benefit or entitlement under the NES and Fair Work Act. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to the team member, the NES provision will apply to the extent of the inconsistency.

## 1.5 How will this Agreement and communications be displayed?

1.5.1 A signed copy of this Agreement and a copy of the NES will be made available by BWS in a prominent place (for example the **BWS intranet**) accessible to all team members in the store, and copies will be made available upon request.

1.5.2 Where there is a noticeboard in the store, BWS will provide reasonable space for the display of any trade union notices authorised by the relevant Branch Secretary to enable communication of matters related to this Agreement.

## 2 BWS policies

### *What's this about...*

*We all have an important role to play in looking after each other and this clause sets out how we will work together to create a great place to work and shop.*

### 2.1 What are BWS standards and policies?

- 2.1.1 BWS aspires to be a great place to work and a great place to shop. Our culture is built on our values and ways of working, which encourage team members to be themselves and provide authentic customer experiences. We are all responsible for contributing to an environment where everyone at BWS is treated with dignity, courtesy and respect. To ensure we do the right thing by our teams, our customers and our communities, BWS has standards and policies that we expect our team members to follow at all times.
- 2.1.2 All team members at BWS are required to read, understand and follow the Code of Conduct and all applicable BWS policies. However, such policies are not incorporated into this Agreement or any team member's contract of employment. The Code of Conduct and all policies are available on the BWS intranet, and may be updated from time to time.
- 2.1.3 BWS policies cover matters including (but not limited to) work health and safety, personal appearance, bullying, harassment, discrimination, workplace behaviours, diversity and inclusion, team member benefits and leave.
- 2.1.4 Any team member who has a question about any BWS policy can speak to their Manager or contact **People Advisory**.

### 2.2 What about work health and safety?

- 2.2.1 BWS is committed to a safety culture where safety is everyone's responsibility, and BWS expects everyone to work together to make BWS a safe place to work and shop.
- 2.2.2 BWS is committed to ensuring, so far as is reasonably practicable, the health and safety of team members while at work, and also that its business doesn't create risks to others (including other workers and customers). This includes the physical workplace (including entry and exit, and during renovations), the equipment team members use and the processes they follow. BWS must consult with team members and their relevant trade union, identifying and managing risks, when proposing any major changes, and providing relevant safety training for team members.
- 2.2.3 While at work, team members will take reasonable care for their own health and safety, will comply, so far as they're reasonably able, with any reasonable safety directions and policies, and will ensure that their actions (or failures to act) won't affect the health and safety of others.
- 2.2.4 Where BWS has workplace health and safety representatives who require training under relevant legislation, BWS will provide paid leave to team members to attend training. Where BWS requires a team member to hold a first aid qualification, BWS will provide first aid training or pay the cost of first aid training.
- 2.2.5 BWS is also committed to working with team members to help them return to safe and sustainable work after a work injury or illness. BWS will consult with team members and, if the team member so chooses, their trade union representative, about their rehabilitation program.
- 2.2.6 Nothing in clause 2.2 operates to remove, lessen, diminish or otherwise affect in any way whatsoever the operation and application of applicable work health and safety and workers compensation laws.

## **2.3 Respectful workplace**

2.3.1 BWS encourages a workplace culture where people are treated with respect. All team members are expected to follow BWS policies in relation to expected workplace behaviour. BWS expects our team members to treat fellow team members, customers and others with dignity, courtesy and respect.

2.3.2 Behaviours such as harassment (including sexual harassment), workplace bullying, violence and unlawful discrimination are unacceptable and will not be tolerated at BWS. Any instances of inappropriate workplace behaviour should be reported to BWS - team members are encouraged to speak up if something is not right. BWS will take complaints seriously and handle them in accordance with our policies and procedures. This may include an investigation and the taking of disciplinary action.

## **2.4 Diversity and inclusion**

BWS values inclusion and diversity and we want to ensure that team members feel valued, respected and empowered. BWS is committed to providing equal employment opportunities to team members.

## **2.5 How do I report an issue?**

Team members should always feel free to ask questions, provide feedback and to speak up when they feel that something isn't right. Team members can speak to their Manager, contact People Advisory or consult the Code of Conduct for more reporting options.

## 3 How can I be employed?

### What's this about...

**Now that you've joined the team let's talk about the 'technical stuff'. This clause sets out the important information to get you started on your journey with us.**

### 3.1 What are the terms of my engagement?

BWS will inform each team member in writing of the following when they start working:

- (a) whether they are employed on a full-time, part-time or casual basis;
- (b) what their classification is;
- (c) for full-time and part-time team members, what their **standard roster** is – including the days, times and hours in accordance with clause 8.1.1; and
- (d) their base rate of pay.

### 3.2 Is there a probationary period?

Full-time and part-time team members are subject to a 6-month probationary period when they commence employment with BWS. BWS or the team member can end the team member's employment by giving 1 week's notice during the probationary period.

### 3.3 How do classifications apply?

- 3.3.1 BWS will classify all team members who are covered by this Agreement according to the structure that is contained in Appendix A of this Agreement. BWS will advise team members of their classification, and of any changes to their classification or job title, in writing.
- 3.3.2 The classification by BWS will be according to the skill level (or levels) that are required to be used by the team member in order to perform the principal functions of their employment as determined by BWS.
- 3.3.3 BWS will not require any team member, regardless of their classification, to clean toilets, unless the team member has been specifically engaged by BWS in a cleaning role.
- 3.3.4 Below is a summary of the classifications and some of the example job titles that are included in each classification:

BWS Store Teams	
Classification	Examples of job titles within this classification
Retail Employee Level 1	<i>Team Member Liquor Assistant L1 (Sales Assistant)</i>
Retail Employee Level 2	<i>Team Member (ride on equipment)</i>
Retail Employee Level 3	<i>Team Member - Level 3 Liquor Assistant L2 (Senior Sales Assistant)</i>

Higher duties and further classifications are contained in Appendix A.

### 3.4 What about flexibility of work?

- 3.4.1 Subject to the provisions of this clause and Appendix A, BWS may direct a team member to carry out and the team member shall perform such duties as are within the limits of the team member's skill, competence and training. Team members may also be required to perform duties under supervision for which training is being given.
- 3.4.2 Team members will take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to them.

## 4 How will I be paid?

### What's this about...

***This clause tells you about your rate of pay, how it increases and a whole range of other matters related to your pay, including the superannuation benefits you have when you work with us.***

### 4.1 What is my rate of pay?

4.1.1 The following base rates of pay apply from the first full pay period after the commencement of this Agreement.

Classification	Base Rate of Pay (hourly)	Weekly Wage Rate Equivalent (Base Rate of Pay x 38 hours)
Retail Employee Level 1	\$21.82	\$829.16
Retail Employee Level 2	\$22.33	\$848.54
Retail Employee Level 3	\$22.91	\$870.58

Further classification rates of pay can be found in Appendix A.

4.1.2 The weekly wage rate equivalent above is for information only – where any difference exists between the hourly rate and the weekly rate (for example, due to rounding), the hourly rate will prevail.

4.1.3 Casual team members will be paid the base hourly pay rate plus a casual loading of 25% for all hours worked. The 25% casual loading is in lieu of paid leave (with the exception of paid long service leave). A casual team member is not paid a penalty on a penalty, and the rates set out in the penalty rates table at clause 6.3 are inclusive of the 25% casual loading.

### 4.2 When will my wages be increased?

Increases to base rates of pay will take effect from the first full pay period on or after the date set out in the table below.

Date of increase (first full pay period on or after)	Increase amount
1 January 2020	Level 1 and Level 2 team members will receive an increase to the base rate of pay as at the commencement of this Agreement of 1.5%. Level 3 team members will receive an increase that provides a base rate of pay which is equivalent to 104.5% of the Level 1 base rate of pay in this Agreement (taking into account the 1 January 2020 increase).
1 July 2020	Level 1 and Level 2 team members will receive the equivalent <i>General Retail Industry Award</i> Level rate (as at 1 July 2020) plus an additional \$0.27 per hour. Level 3 team members will receive an increase that provides a base rate of pay which is equivalent to 104% of the Level 1 base rate of pay in this Agreement (taking into account the 1 July 2020 increase).
1 July 2021	An increase to the base rate of pay as at 1 July 2020 equal to the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review Decision taking effect July 2021.
1 July 2022	An increase to the base rate of pay as at 1 July 2021 equal to the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review Decision taking effect July 2022, plus an addition \$0.02 per hour.

### 4.3 What do I get paid if I'm a junior team member?

Any team member who is under the age of 20 years will receive the following percentage of the base rate of pay for their relevant classification, from the first full pay period on or after the date set out in the table below:

	% of adult Base Rate of Pay		
Age	1 July 2019	1 July 2020	1 July 2021
18 years and under	80%	90%	100%
19 years	90%	100%	100%

### 4.4 Are there any other wages arrangements that apply?

4.4.1 **Traineeship wages:** Team members undertaking a Traineeship (**Trainees**) will be paid in accordance with clause 4.1 of this Agreement for the appropriate classification. Trainees will be classified in the same way as other team members who are not undertaking a Traineeship. Further entitlements and obligations of Trainees are set out in Appendix C of this Agreement.

4.4.2 **Supported wages:** Supported wage arrangements for team members with a disability are set out in Appendix D of this Agreement.

### 4.5 When will I get paid?

4.5.1 Wages for the week (Monday to Sunday) will be paid on the same day of each week, by electronic funds transfer, within 3 days of the end of each pay period. BWS will only change the pay day if there is a public holiday that impacts bank trading. BWS will then give team members at least 4 weeks' written notice specifying the changed pay day, which will be as close to the normal pay day as possible.

4.5.2 Wages will be paid according to the actual hours worked each week, less applicable tax. In the case of full-time team members who work a roster over an averaging period (e.g. 6/4 roster, where 6 days in one week and 4 days in the next, or an RDO roster), wages will be averaged for the 4-week cycle.

4.5.3 Where employment has ended and a team member is owed pay on termination, such payment will be made on the next pay day or within 7 days of the date of termination.

### 4.6 What are my superannuation benefits?

4.6.1 On behalf of eligible team members, BWS will make monthly superannuation contributions of 10% of the team members **Ordinary Time Earnings** or such other percentage consistent with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, whichever is greater.

4.6.2 BWS will pay such contributions into the team member's nominated superannuation fund, or if no nomination has been made, into the default fund which is the Retail Employees Superannuation Trust (REST) which is an industry superannuation fund for the retail industry. If a team member wants to nominate REST as their fund of choice, no choice form is required, and contributions will be made into REST as the default fund.

4.6.3 Team members can nominate any superannuation fund that offers an approved MySuper product in accordance with the *Superannuation Industry (Supervision) Act 1993 (Cth)*. A team member can nominate their fund of choice by completing the applicable form.

4.6.4 A team member can change their superannuation fund nomination at any time during their employment with BWS by notifying BWS in writing using the applicable form.

4.6.5 Further information about superannuation is set out in Appendix B.

## 5 Will I be paid any allowances or reimbursements?

### What's this about...

***In addition to your base rate of pay, you may be entitled to allowances for certain activities and reimbursements for specific purposes. These rates are outlined in this clause.***

### 5.1. How do allowances and reimbursements work?

- 5.1.1 Allowances and reimbursements are extra payments made to eligible team members for specific purposes. Allowances and reimbursements will be paid at the same time as wages are paid, unless otherwise specified.
- 5.1.2 The allowance rates and reimbursement rates below are effective from the first full pay period after this Agreement takes effect. The amounts payable must never be less than the equivalent allowances and reimbursements in the *General Retail Industry Award*.
- 5.1.3 To receive a reimbursement, a team member must provide BWS with evidence of the relevant expenditure and state the amount being claimed as a reimbursement. Where required under BWS policies and procedures, team members must use the relevant expense claims system for submitting reimbursement claims.
- 5.1.4 The allowances and reimbursements that apply under this Agreement are provided in the tables below.

### 5.2 What allowances are payable?

Allowance	Application
<b>Special clothing allowance</b>	<p>Where a team member is required to wear or use protective gear, this will be provided, maintained, repaired, laundered and replaced (when required) by BWS. BWS will train team members in the appropriate use of protective gear.</p> <p>Where BWS requires a team member to wear special clothing such as a uniform, dress or other clothing then BWS will reimburse the cost of purchasing such clothing and the cost of replacement items when replacement is due to wear and tear. This will not apply where the special clothing has been supplied or paid for by BWS. BWS will never require a team member to wear any clothing which is revealing or offensive.</p> <p>Where BWS requires a team member to launder any special uniform, dress or clothing, the team member will be paid the following applicable allowance:</p> <p>(a) for a full-time team member, \$6.25 per week.            (b) for a part-time or casual team member, \$1.25 per shift.</p>
<b>First aid allowance</b>	Where a team member holds an appropriate first aid qualification and is appointed by BWS to perform first aid duty they will be paid an extra allowance of \$10.89 each week.
<b>Cold work allowance</b>	<p>(a) Team members who are principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid a cold work allowance of \$0.29 per hour, while so employed.</p> <p>(b) Team members required to work in a cold chamber where the temperature is below 0°C will also be paid an allowance of \$0.44 per hour (a total of \$0.73 per hour), while so employed.</p>
<b>Transport allowance</b>	<p>Where BWS asks a team member to use their own motor vehicle in the performance of their duties, the team member will be paid an allowance of \$0.79 per kilometre.</p> <p>This allowance is not payable to team members who work in multiple stores in accordance with clause 8.6.</p>

<b>Recall allowance</b>	<p>Unless otherwise agreed, where a team member is called back to work for any reason before or after completing their normal rostered shift or on a day that they did not work (for example, for some unforeseen emergency, including needing to reset an alarm), the team member will be paid at the appropriate rate for all hours worked with a minimum of 3 hours on each occasion.</p> <p>The time worked will be calculated from the time the team member leaves home until the time they return home, taking a direct route. Team members may be required to provide evidence of the time taken.</p>
<b>Higher duties allowance</b>	<p>Team members engaged for more than 2 hours during one day or shift on duties carrying a higher rate than their ordinary classification are to be paid the higher rate for such day or shift.</p> <p>If engaged for 2 hours or less during one day or shift on duties carrying a higher rate than their ordinary classification, the team member is to be paid the higher rate for the time they worked on those duties only.</p>
<b>Liquor license allowance</b>	A team member who is required by law or BWS to hold a liquor license, as the Licensee, will be paid an extra \$25.96 per week.
<b>Broken Hill Allowance</b>	A team member working in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an hourly allowance for the exigencies of working in Broken Hill of \$0.94.

### 5.3 When do reimbursements apply?

Reimbursement	Application
<b>Travelling time reimbursement</b>	<p>Where BWS requires a team member to work at a place away from their usual place of employment, all time spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time. In addition, any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment will be reimbursed.</p> <p>Where BWS provides transport from a pick-up point, a team member will be paid travelling time for all time spent travelling from such pick-up point and returning to such pick-up point.</p> <p>The rate of pay for travelling time will be the base rate of pay, except on Sundays and public holidays when it will be time and a half.</p> <p>Team members who work in multiple stores in accordance with clause 8.6 are not entitled to any reimbursement for travelling time.</p>
<b>Excess travelling costs reimbursement</b>	Where BWS asks a team member to move from one store to another for a temporary period that is less than 3 weeks, all additional transport costs over and above the team member's usual transport costs will be reimbursed by BWS.
<b>Relocation of team member reimbursement</b>	If BWS relocates a team member's role from one store to another store, and the distance between the two stores is such that it reasonably requires the team member to relocate their place of residence, then BWS will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the team member and the team member's family who reside with the team member at the time of the transfer.
<b>Transport of team members reimbursement</b>	<p>Where:</p> <ul style="list-style-type: none"> <li>• a team member (who is not engaged as a shiftworker under this Agreement) starts or finishes work after 10.00pm, or prior to 7.00am on any day; and</li> <li>• the team member's regular means of transport is not available; and</li> <li>• following reasonable attempts to do so, the team member is unable to arrange their own alternative transport;</li> </ul> <p>then BWS will reimburse the team member for the cost of a taxi or ride-share fare from the place of employment to the team member's usual place of residence.</p> <p>This will not apply if BWS provides or arranges proper transportation to and/or from the team member's usual place of residence, at no cost to the team member.</p> <p>Provided always that a team member may elect to provide their own transport.</p>

## 6 When do I work?

### What's this about...

*Okay, so when can you be asked to work? What do you get paid if you work on nights or weekends? We know this can be a little complicated, so this clause sets out the full details.*

### 6.1 What is the span of ordinary hours of work?

6.1.1 The ordinary hours of work for all team members (other than shiftworkers) may be worked within the following span of hours:

Monday to Friday	7:00 am to 11:00 pm
Saturday	7:00 am to 11:00 pm
Sunday	9:00 am to 11:00 pm

6.1.2 By agreement between BWS and a team member, hours worked outside the span of hours in clause 6.1.1 may be treated as part of the team member's ordinary time, provided that:

- the team member receives the applicable penalty rates set out in the penalty rates tables in clauses 6.2 or 6.3, which are equivalent to the appropriate overtime rate; and
- BWS or the team member may withdraw their agreement to this arrangement by giving at least 28 days written notice.

6.1.3 The hourly rates of pay (including penalty rates) that will apply for each hour of work performed are set out below.

### 6.2 What penalty rates apply to full-time or part-time team members?

Days of the week	Hours	Full-time and part-time rates of pay
Monday to Friday	7:00am to 6:00pm	Base rate
	6:00pm to 11:00pm	Base rate + 25%
Saturday	7:00am to 11:00pm	Base rate + 25%
Monday to Saturday	11:00pm to 7:00am	First 3 hours: Base rate + 50% Additional hours in this span, over 3 hours: Base rate + 100%
Sunday	Midnight to 9.00am	Base rate + 100%
	9:00am to 11:00pm	From the first full pay period on or after <b>commencement</b> of this Agreement to 30 June 2020: Base rate + 65% From the first full pay period on or after <b>1 July 2020</b> : Base rate + 50%
	11:00pm to midnight	Base rate + 100%

The penalty rates in clause 6.2 are in substitution for, and not cumulative upon, other loadings and shall not be taken into consideration in calculating payments for overtime or public holidays.

### 6.3 I'm a casual team member, what penalty rates apply to me?

Days of the week	Hours	Casual rates of pay (penalty rates are inclusive of 25% casual loading)
Monday to Friday	7:00am to 6:00pm	Base rate + 25%
	6:00pm to 11:00pm	From the first full pay period on or after <b>commencement</b> of this Agreement to 30 September 2019: Base rate + 30% From the first full pay period on or after <b>1 October 2019</b> to 29 February 2020: Base rate + 35% From the first full pay period on or after <b>1 March 2020</b> to 30 September 2020: Base Rate + 40% From the first full pay period on or after <b>1 October 2020</b> to 28 February 2021: Base rate + 45% From the first full pay period on or after <b>1 March 2021</b> : Base rate + 50%
Saturday	7:00am to 11:00pm	From the first full pay period on or after <b>commencement</b> of this Agreement to 30 September 2019: Base rate + 40% From the first full pay period on or after <b>1 October 2019</b> to 29 February 2020: Base rate + 45% From the first full pay period on or after <b>1 March 2020</b> : Base Rate + 50%
Monday to Saturday	11:00pm to 7:00am	First 3 hours: Base rate + 75% Additional hours in this span, over 3 hours: Base rate + 125%
Sunday	Midnight to 9.00am	Base rate + 125%
	9:00am to 11:00pm	Base rate + 75%
	11:00pm to midnight	Base rate + 125%

The penalty rates in clause 6.3 are in substitution for, and not cumulative upon, other loadings and shall not be taken into consideration in calculating payments for overtime or public holidays.

### 6.4 Award mirroring - Sunday penalty rates

Sunday penalty rates in this Agreement will move in line with the *General Retail Industry Award*. If the same Sunday penalty rates in the *General Retail Industry Award* are increased or decreased, the corresponding increase or decrease will apply to the Sunday penalty rates in this Agreement from the first full pay period after that Award is amended by the FWC.

## 7 When can I take my breaks?

### *What's this about...*

***Based on the hours you work you may be entitled to a rest break or meal break, or break between days or shifts, as outlined in this clause.***

### **7.1 What meal and rest breaks apply for all team members?**

7.1.1 A rest break (sometimes called a 'tea break') is a 15-minute paid break that counts as time worked.

7.1.2 A meal break is a 30 to 60-minute unpaid break that doesn't count as time worked, except for shiftworkers.

7.1.3 Meal breaks for shiftworkers are paid and count as time worked.

7.1.4 Breaks will be agreed and taken as follows:

Time worked per shift	Rest Break (paid)	Meal Break (unpaid)
Less than 4 hours	No rest break	No meal break
4 hours and up to and including 5 hours	1 x 15-minutes	No meal break
More than 5 hours but less than 7 hours	1 x 15-minutes	1 x 30 to 60 minutes as agreed
7 hours or more, but less than 10 hours	2 x 15-minutes	1 x 30 to 60 minutes as agreed
10 hours or more	2 x 15-minutes	2 x 30 to 60 minutes as agreed

### **7.2 Are there any break time principles?**

7.2.1 A team member will not work for more than 5 consecutive hours without an unpaid meal break (unless taking an early mark under clause 7.2.4).

7.2.2 A rest break will be counted and paid as time worked. The specific duration of the break includes any travel time to and from the place where the team member will take their break.

7.2.3 The taking of a rest break shall be at a mutually agreed time. Unless requested by the team member, breaks are not to be taken within 1 hour of starting or finishing work, except where a team member has requested an 'early mark' as per clause 7.2.4. Team members will not be required to take a rest break within 1 hour of taking a meal break.

7.2.4 At the request of a team member, and by agreement with BWS, a team member who is rostered to work a shift, which is a minimum of 5 hours and a maximum of 6 hours, may request to take their unpaid meal break immediately prior to the end of their shift. If this request is approved, the team member will not be required to stay at or return to the workplace at the end of their break (effectively, the team member can use the break as an 'early mark').

7.2.5 A team member whose shift has a majority of ordinary hours after 10:00pm but before 6:00am (but is not a shiftworker) will be entitled to a paid crib break of 30 minutes duration when working more than 5 hours. This is instead of an unpaid meal break.

7.2.6 Team members can take a toilet break regardless of an entitlement to a rest break, and may keep bottled water with them.

### **7.3 What about breaks between work periods?**

- 7.3.1 All team members will be granted a 12-hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.
- 7.3.2 Where a team member re-commences work without having had 12 hours off work then the team member will be paid at double the rate they would be entitled to until they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.
- 7.3.3 By agreement in writing between BWS and a team member or team members the period of 12 hours may be reduced to not less than 10 hours. "By agreement" will include where a team member has accepted a standard roster that includes 10-hour breaks between work periods.

## 8 How will my hours be rostered?

### What's this about...

*There are some guidelines around how your rostered hours of work can be structured, and what alternative arrangements you can request and agree to. Read on to find out all the details.*

### 8.1 What are standard rosters for full-time and part-time team members?

8.1.1 At the start of their employment, BWS and a full-time or part-time team member will agree (in writing) on their standard roster which will specify:

- (a) the number of ordinary hours to be worked each week (the team member's **contract hours**);
- (b) the days of the week that the work is to be performed; and
- (c) the starting and finishing times of work for each day of the week on which work is to be performed.

8.1.2 BWS will display the roster for each team member for each day of the week and will retain copies of rosters for at least 12 months, and this can be done in hard copy or electronically.

### 8.2 What rostering principles apply for full-time team members?

8.2.1 A full-time team member will be rostered for an average of 38 hours per week, worked in any of the following forms (or over a longer averaging period by agreement between BWS and the team member):

- (a) 38 hours in 1 week;
- (b) 76 hours in 2 consecutive weeks;
- (c) 114 hours in 3 consecutive weeks; or
- (d) 152 hours in 4 consecutive weeks.

8.2.2 A standard roster for a full-time team member must meet the following principles:

Rostering Principle	Team member entitlement
Minimum number of hours per day	4 hours
Maximum number of hours per day	9 hours (with up to 11 hours on 1 day each week)
Maximum number of engagements per day	1
Maximum number of days each week	5 days (or 6 days in one week, if no more than 4 days the next week)
Maximum number of consecutive days worked	6 days
Consecutive days off	2 consecutive days off per week or 3 consecutive days off in a fortnight (or alternative arrangements may apply, subject to clause 8.2.6) At least once each fortnight: the 2 consecutive days off are either Fri/Sat, Sat/Sun or Sun/Mon (or alternative arrangements may apply, subject to clause 8.2.6) A team member who regularly works Sundays: 3 consecutive days off (including a Saturday and Sunday) once each 4 weeks (unless the team member requests alternative arrangements in writing).
Maximum number of hours in a 4-week roster cycle	152 hours
Maximum days in a 4-week roster cycle	19 days (or 20 by written agreement)

- 8.2.3 All rosters for full-time team members will provide 152 ordinary hours on not more than 19 working days in any 4-week cycle unless specific agreement exists between BWS and the team member to work a 20-day standard roster. Where a full-time team member is working a 20-day roster, such roster will include either:
- (a) one shorter day a fortnight (less than 4 hours on one day);
  - (b) one shorter day a week (less than 6 hours on one day); or
  - (c) a slightly shorter day every day (7.6 hour day on every day rostered).
- 8.2.4 A 19-day standard roster should not be unnecessarily different to an alternative 20-day roster.
- 8.2.5 Any team member working a 20-day standard roster can elect at any time to convert to a 19-day roster by giving BWS 4 weeks' notice.
- 8.2.6 Any request by a full-time team member to vary arrangements for consecutive days off or the number of rostered days, must be in writing and approved by BWS. Where alternative arrangements are agreed, such records will be kept by BWS. It can not be made a condition of employment that a team member makes such a request. The team member can terminate such agreement by giving 4 weeks' written notice to BWS.

### 8.3 What are the rostering principles for part-time team members?

- 8.3.1 A standard roster for a part-time team member must meet the following principles:

Rostering Principle	Team member entitlement
Minimum number of hours per day	3 hours
Maximum number of hours per day	9 hours (with up to 11 hours on 1 day each week)
Maximum number of engagements per day	1
Maximum number of hours each week	38 hours
Maximum number of days each week	5 days (or 6 days in one week, if no more than 4 days the next week)
Maximum number of consecutive days worked	6 days
Consecutive days off	2 consecutive days off per week or 3 consecutive days off in a fortnight (or alternative arrangements may apply, subject to clause 8.3.3) At least once each fortnight: the 2 consecutive days off are either Fri/Sat, Sat/Sun or Sun/Mon (or alternative arrangements may apply, subject to clause 8.3.3) A team member who regularly works Sundays: 3 consecutive days off (including a Saturday and Sunday) once each 4 weeks (unless the team member requests alternative arrangements in writing).
Maximum number of hours in a 4-week roster cycle	144 hours
Maximum days in a 4-week roster cycle	20 days

- 8.3.2 A part-time team member's contract hours will be an agreed number of hours, between 40 and 144 hours per 4-week cycle.
- 8.3.3 Any request by a part-time team member to vary arrangements for consecutive days off or the number of rostered days, must be in writing and approved by BWS. Where alternative arrangements are agreed, such records will be kept by BWS. It can not be made a condition of employment that a team member makes such a request. The team member can terminate such agreement by giving 4 weeks' written notice to BWS.

## **8.4 Can I work additional hours as a part-time team member?**

- 8.4.1 In addition to working their contract hours as per their standard roster, a part-time team member can be offered additional hours based on the operational needs of BWS (**additional hours**). Additional hours may change with operational needs and are not guaranteed to be offered. The team member may accept the additional hours on the terms below, or the team member can decline the additional hours without penalty.
- 8.4.2 Additional hours are offered on a voluntary basis in addition to the part-time team member's existing standard roster, and a part-time team member may accept additional hours up to a maximum of 38 hours (contract hours and additional hours combined) in any 1 week. The part-time team member needs to provide their consent to the additional hours in writing before the additional hours are worked.
- 8.4.3 A part-time team member can choose to provide standing consent and their personal availability (in writing) in order to work additional hours, provided such standing consent may be varied or revoked by the part-time team member at any time. Such a variation or revocation in writing may be made by electronic means including by email or via an application. A record of the agreement and any variations to it (including by way of standing consent) will be retained by BWS and provided to the part-time team member on request. This may be provided by electronic means as noted above. For clarity, the provision of standing consent and availability does not require a part-time team member to accept additional hours (even if those hours fall within their stated availability) and they may continue to decline any additional hours that may be offered.
- 8.4.4 Additional hours will be paid at the part-time team member's base rate of pay and treated as ordinary hours for all other purposes of this Agreement, including any penalty rates or loadings applicable to the hours worked, the payment of superannuation, applicable leave accrual, and for the purposes of allowances and breaks.
- 8.4.5 A part-time team member will not be rostered to work a total number of hours (contract hours and additional hours combined) in excess of 144 hours in any 4-week cycle without the payment of overtime rates.
- 8.4.6 In the event a part-time team member cannot work any agreed additional hours due to illness, injury, or unforeseen emergency (such as natural disaster), the team member may access leave in accordance with an applicable leave clause in this Agreement.

## **8.5 When can I permanently increase my part-time contract hours or convert to full-time employment?**

- 8.5.1 Once a part-time team member has been working additional hours for at least 1 year, the team member can elect to increase their contract hours by the average number of additional hours worked each week in the previous 52 weeks (excluding any hours worked as part of a fixed-term contract arrangement under clause 13, and excluding any time rostered outside of this Agreement).
- 8.5.2 BWS will then increase the team member's contract hours and adjust the team member's standard roster to add the new hours at times and days suitable to the team member, subject to the operational needs of BWS.
- 8.5.3 A team member can elect to increase their contract hours on a yearly basis at the end of each further 52-week period if the team member is continuing to accept additional hours on top of their contract hours.
- 8.5.4 In exceptional circumstances that have given rise to a period where BWS does not have additional hours to roster (including a renovation or refurbishment, a natural disaster or the entry of new competition), BWS can delay the implementation of an increase to a team member's contract hours by up to 3 months.
- 8.5.5 If, under this provision, a part-time team member works additional hours and over a period of time increases their contract hours to 35 hours per week, and they work 35 hours per week for 1 year, then the team member may elect to become a full-time team member working 38 hours per week.

## **8.6 Can I work at more than one store?**

- 8.6.1 As a way to give part-time team members an opportunity to work additional hours, or increase their contract hours, BWS offers team members the option to work at more than one store, subject to its operational needs.
- 8.6.2 A part-time team member will be engaged at a 'base store'. A part-time team member may elect to work additional hours at stores other than their 'base store' without transport allowance and/or travel time applying.
- 8.6.3 A part-time team member may nominate additional stores at any time after the commencement of their employment, and may include additional stores by agreement between BWS and the team member.

- 8.6.4 The 'base store' and agreed additional stores will be recorded in writing.
- 8.6.5 Where a part-time team member's personal circumstances change, for reasons such as a change of address or travel arrangements, the team member may vary their nominated additional stores. However, where a part-time team member's contract hours have been increased as a result of accepting hours at additional stores and the team member varies their nominated additional stores or the team member no longer wishes to work at any of their nominated additional stores, the team member's total contract hours may be decreased accordingly.
- 8.6.6 A part-time team member may increase their contract hours under this clause by:
- accepting hours in their nominated additional store(s) on a permanent basis, resulting in their contract hours and standard roster being worked across multiple stores; or
  - after working additional hours at a nominated additional store other than their base store for a period of at least 12 months a team member may apply to increase their contract hours at the nominated store under clause 8.5.
- 8.6.7 If BWS requires a team member to work at any location other than their base store or nominated additional stores, they will be entitled to transport allowance and/or travel time under clauses 5.2 and 5.3.
- 8.6.8 This clause does not permit BWS to require a team member to work on a shift across multiple stores or to nominate additional stores as a condition of employment.

## 8.7 What rostering principles apply for casual team members?

- 8.7.1 Casual team member hours of work must meet the following principles:

Rostering Principle	Team member entitlement
Minimum number of hours per day	3 hours
Maximum number of hours per day	9 hours (with up to 11 hours on 1 day each week)
Maximum number of engagements per day	1
Maximum number of hours each week	38 hours
Maximum number of days each week	Up to 5 days (or 6 days in one week, provided that a casual team member will not work more than 20 starts in one 4-week cycle)
Maximum number of consecutive days worked	6 days

- 8.7.2 Where practical, BWS will notify casual team members of their anticipated days and hours of work for the following week at least 5 days before the start of the week.
- 8.7.3 If a casual team member's roster is not made available in accordance with clause 8.7.2, BWS will tell the team member about their roster as soon as possible – including notifying the team member in person, by phone, voicemail, text message, email or via an application, or any other method of communication the team member prefers.
- 8.7.4 Shift start times may only be changed if BWS contacts the team member before they have arrived for the start of the shift.
- 8.7.5 Once a roster has been communicated to a casual team member, where that roster changes and the change affects a casual team member, then BWS must let the team member know about the change as efficiently as practicable which may be in person, by phone, voicemail, text message, email or via an application or any other method of communication that the team member prefers.
- 8.7.6 If a casual team member needs to temporarily change their availability to not be rostered to attend to studies or exams they may notify BWS and be given appropriate consideration for roster changes without prejudice to being rostered to work again in the future.
- 8.7.7 Where a casual team member leaves early due to illness, payment will be for hours worked only.

## 8.8 How can a casual team member convert to permanent employment?

- 8.8.1 For the purposes of this clause 8.8, a **regular casual team member** is a BWS casual team member who has, over a period of at least 12 months, worked a pattern of ordinary hours on an ongoing basis which, without significant adjustment, the team member could continue to perform as a full-time or part-time team member under the provisions of this Agreement.
- 8.8.2 A regular casual team member who has worked an average of 38 or more ordinary hours a week in the period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 8.8.3 A regular casual team member who has worked an average of at least 10 hours per week but less than 38 ordinary hours per week in the period of 12 months casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 8.8.4 Any request for casual conversion must be provided to BWS in writing.
- 8.8.5 Where a regular casual team member requests to convert to full-time or part-time employment, BWS may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the team member.
- 8.8.6 Reasonable grounds for refusal include:
- (a) where it would require a significant adjustment to the casual team member's hours of work in order for the team member to be engaged as a full-time or part-time team member in accordance with the provisions of this Agreement – that is, the casual team member is not truly a regular casual team member as defined in clause 8.8.1;
  - (b) where it is known or reasonably foreseeable that:
    - (i) the team member's position will cease to exist within the next 12 months;
    - (ii) the hours of work which the team member is required to perform will be significantly reduced in the next 12 months;
    - (iii) there will be a significant change in the days and/or times at which the team member's hours of work are required to be performed in the next 12 months; or
    - (iv) the team member's availability will change significantly in the next 12 months.
- 8.8.7 Where BWS refuses a request to convert, BWS must advise the team member of BWS reasons for refusal within 21 days, in writing. Where the team member does not agree with BWS decision, the team member can use the dispute resolution process in clause 22 of this Agreement.
- 8.8.8 A regular casual team member who is eligible can only make a request for conversion once every 6 months.
- 8.8.9 Where it is agreed that a casual team member will have their employment converted to full-time or part-time employment as provided for in this clause, BWS will provide the team member with the following information:
- (a) the form of employment to which the team member will convert – that is, full-time or part-time employment;
  - (b) if it is agreed that the team member will become a part-time team member, the matters referred to in clause 8.1.1; and
  - (c) the date the conversion will take effect (which will be the commencement of the next pay cycle following agreement being reached, unless otherwise agreed).
- 8.8.10 Once a casual team member has converted to full-time or part-time employment, the team member may only revert to casual employment with the written agreement of BWS.
- 8.8.11 Nothing in this clause obliges a regular casual team member to convert to full-time or part-time employment or to make a request to convert. BWS cannot require a regular casual team member to convert to full-time or part-time employment, however BWS may at any time offer any casual team member an available full-time or part-time role. Nothing in this clause requires BWS to increase the hours of a regular casual team member seeking conversion to full-time or part-time employment.
- 8.8.12 A casual team member must not be engaged and/or re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied in order to avoid any right or obligation under this clause.
- 8.8.13 BWS will provide all new casual team members with a copy of the provisions of this clause (which can include giving the team member a copy of this Agreement, or a link to an electronic copy of this Agreement) within the first 12 months of their engagement with BWS. A casual team member's right to convert is not affected if BWS does not give them a copy of the clause or Agreement as required by this clause.

## **8.9 What about team member meetings and training?**

- 8.9.1 Voluntary team member training, on a stand-alone paid shift for a minimum of 2 hours, may be offered to team members on no more than 4 occasions per calendar year.
- 8.9.2 BWS may schedule team member meetings of up to 60 minutes, with 1 week's notice, up to 6 times per calendar year. These meetings will be voluntary. All time in attendance at these meetings will be paid, with a minimum payment of 1 hour. BWS will endeavour to conduct these meetings immediately before, during, or immediately after a team member's shift.
- 8.9.3 Where BWS, or another party, arranges a product knowledge function or event for team members outside of their standard roster or working hours, the team member's attendance will be voluntary. Consistent with the voluntary nature of such attendance, no payment or allowances will apply.

## 9 How can my roster be changed?

### *What's this about...*

***Retail is a dynamic industry, which means we may have to change how we roster. Before we do, we will discuss this with you and this clause outlines how we will do this.***

### **9.1 When can a standard roster change?**

- 9.1.1 At times BWS will need to make changes to standard rosters. When contemplating such roster changes, BWS will be mindful of the team member's needs, including family or carer responsibilities, secondary and tertiary study commitments, religious observance, safe transport home, and any genuine organised sporting commitments which the team member is actively competing in.
- 9.1.2 BWS will not frequently change a team member's standard roster.
- 9.1.3 BWS will consult with a team member about a proposed standard roster change by providing the impacted team member with information about the proposed change and inviting the team member to provide their views on the impact of the proposed change.
- 9.1.4 BWS will give the team member at least 7 days' notice of a change to their standard roster, however by agreement between a team member and BWS, a roster may be changed on less than 7 days' notice.
- 9.1.5 If a team member disagrees with a proposed change to their standard roster, they will be given at least 14 days' notice instead of 7 days' notice, and during that time there will be discussions between the team member and BWS aimed at resolving the dispute about the roster change in accordance with the dispute resolution procedure in clause 22. In the meantime, the team member's roster remains unchanged until the dispute is resolved.
- 9.1.6 Where a team member's roster is changed for a once only event and the roster reverts to the previous pattern the following week, any extra work done by the team member as a result of the roster change will be paid at overtime, except where the change is by mutual agreement.
- 9.1.7 Standard rosters will not be changed for the purpose of avoiding any entitlements under this Agreement. Should this occur, the team member will be entitled to any applicable benefit as if the roster had not been changed.
- 9.1.8 Team members may swap rostered shifts with other team members in the same store provided:
- (a) the shifts are of the exact same length; and
  - (b) must not cause a breach of the rostering principles in clauses 8.2.2, 8.3.1 or 8.7.1; and
  - (c) it is by mutual written agreement between the team members concerned; and
  - (d) management have approved in writing the swap of shifts before they occur; and
  - (e) the team members concerned will be paid for the actual time worked, including any penalties and allowances applicable.
- 9.1.9 Any team member who is eligible to do so may make a request for flexible working arrangements as provided for in clause 9.3.

### **9.2 How will BWS consult when making roster changes?**

- 9.2.1 Where BWS proposes to introduce a change to the standard or regular roster or ordinary hours of work of a team member or team members, BWS must notify the relevant team member(s) of the proposed change.
- 9.2.2 The relevant team member(s) may appoint a trade union or another person as their representative for the purposes of the procedures in this clause 9.2.
- 9.2.3 BWS must recognise a team member's (or team members') representative, if:
- (a) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
  - (b) the team member or team members advise BWS of the identity of the representative.

- 9.2.4 As soon as practicable after proposing to introduce the change, BWS must:
- (a) discuss with the relevant team member the introduction of the change; and
  - (b) for the purposes of the discussion-- provide to the relevant team members:
    - (i) all relevant information about the change, including the nature of the change;
    - (ii) information about what BWS reasonably believes will be the effects of the change on the team members;
    - (iii) information about any other matters that BWS reasonably believes are likely to affect the team members; and
    - (iv) invite the relevant team members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.2.5 However, BWS is not required to disclose confidential or commercially sensitive information to the relevant team members.
- 9.2.6 BWS must give prompt and genuine consideration to matters raised about the change by the relevant team members.
- 9.2.7 For the purposes of this clause, '**relevant team member**' does not mean a team member(s) whose working hours are irregular, sporadic or unpredictable.
- 9.2.8 If a part-time team member accepts additional hours under clause 8.4, this does not constitute a change to their standard roster for the purposes of this clause.

### 9.3 What about requests for flexible working arrangements?

- 9.3.1 Team members can make a written request to BWS to change their working arrangements due to the following circumstances:
- (a) the team member is the parent, or has responsibility for the care of a child who is of school age or younger;
  - (b) the team member is a **Carer**;
  - (c) the team member has a disability;
  - (d) the team member is 55 or older;
  - (e) the team member is experiencing violence from a member of the team member's family;
  - (f) the team member provides care or support to a member of their immediate family, or a member of their household, who requires care or support because they are experiencing violence from another member of their family.
- 9.3.2 A team member is not entitled to make the request unless:
- (a) the team member has completed at least 12 months of continuous service with BWS immediately before making the request; and
  - (b) if the team member is casual, they were a long term casual team member immediately prior to making the request and they have a reasonable expectation of continuing employment by BWS on a regular and systematic basis.
- 9.3.3 An eligible team member's request for flexible working arrangements must be in writing and set out both the changes being sought, and the reasons for those changes.
- 9.3.4 Before responding to a request, BWS must discuss the request with the team member and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate:
- (a) the needs of the team member arising from their circumstances;
  - (b) the consequences for the team member if changes in working arrangements is not made; and any reasonable business grounds for refusing the request.
- 9.3.5 BWS must provide the team member with a written response to the request within 21 days, stating whether the request is granted or refused.
- 9.3.6 If BWS refuse the request, the written response must include details of the reasons for the refusal including the business grounds for the refusal and how the grounds apply.
- 9.3.7 If BWS and the team member reach an agreement on a change in working arrangements that differs from that initially requested by the team member, BWS will provide the team member with a written response to their request setting out the agreed change(s) in working arrangements.

- 9.3.8 If BWS and the team member could not agree on a change in working arrangements in accordance with clause 9.3.4 the written response must:
- (a) state whether or not there are any changes in working arrangements that BWS can offer the team member to better accommodate their circumstances; and
  - (b) if BWS can offer the team member such changes in working arrangements, set out those changes in working arrangements.
- 9.3.9 BWS may only refuse the request on reasonable business grounds which may include, but are not limited to, the following:
- (a) that the request would be too costly or likely to result in a significant loss in efficiency or productivity;
  - (b) that there is no capacity or it is impractical to change the working arrangements of other team members, or recruit new team members, to accommodate the request;
  - (c) that the request would be likely to result in a significant loss in efficiency or productivity, or have a significant negative impact on customer service.

## 10 What is Overtime?

### *What's this about...*

*There may be times when we ask you to work outside the hours you are rostered, and these hours may be considered overtime. This clause tells you when, and how, you will be paid for working overtime.*

### **10.1 What is reasonable overtime?**

10.1.1 BWS may require a team member to work reasonable overtime at overtime rates in accordance with this clause.

10.1.2 A team member can refuse to work overtime where working overtime would be unreasonable having regard to:

- (a) the team member's health and safety;
- (b) the team member's personal circumstances including any family or carer responsibilities;
- (c) the needs of the workplace;
- (d) the amount of notice given by BWS in relation to working overtime and the amount of notice given by the team member of their intention to refuse overtime;
- (e) any other relevant matter.

### **10.2 When does overtime apply for full-time team members?**

Full-time team members will be paid overtime rates for all hours worked outside of the rostering principles in clause 8.2, including for all hours worked:

- (a) in excess of 152 hours per 4-week cycle in accordance with the roster provisions of this Agreement;
- (b) in excess of 19 days per 4-week cycle (for team members on a 19-start roster) or 20 days per 4-week cycle (for team members on a 20-start roster);
- (c) in excess of 9 hours in one day unless the day is their permitted 11-hour day for the week;
- (d) outside the span of hours in clause 6.1.1, unless worked in accordance with clause 6.1.2.

### **10.3 When does overtime apply for part-time team members?**

Part-time team members will be paid overtime for all hours worked outside of the rostering principles in clause 8.3, including for all hours worked:

- (a) in excess of 144 hours per 4-week cycle in accordance with the roster provisions of this Agreement;
- (b) in excess of 9 hours in one day unless the day is their permitted 11-hour day for the week;
- (c) in excess of 38 hours in any one week;
- (d) outside the span of hours in clause 6.1.1, unless worked in accordance with clause 6.1.2;
- (e) in excess of a team member's contract hours, or rostered shift, except as provided for in clause 8.4 (additional hours).

### **10.4 What overtime applies for casual team members?**

Casual team members will be paid overtime for all hours worked:

- (a) in excess of 38 ordinary hours per week or, where the casual team member works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the roster cycle;
- (b) in excess of 9 hours in one day unless the day is their permitted 11-hour day for the week;
- (c) outside the span of hours in clause 6.1.1, unless worked in accordance with clause 6.1.2.

## 10.5 What overtime rates are payable?

Overtime is calculated on a daily basis. Overtime rates are as follows:

Full-time and part-time team members		
Day	First 3 hours of overtime % of ordinary rate	Subsequent hours of overtime % of ordinary rate
Monday to Saturday inclusive	150%	200%
Sunday	200%	200%
Public Holidays	250%	250%

Casual team members (including casual loading)		
Day	First 3 hours of overtime % of ordinary rate	Subsequent hours of overtime % of ordinary rate
Monday to Saturday inclusive	175%	225%
Sunday	225%	225%
Public Holidays	275%	275%

## 10.6 When would an overtime meal allowance apply?

- 10.6.1 A team member who is required to work more than one hour of overtime after their ordinary finish time, without being given 24 hours' notice, will be provided with a meal or paid a meal allowance of \$18.29.
- 10.6.2 If the overtime worked exceeds 4 hours, a further meal allowance of \$16.57 will be paid.
- 10.6.3 The meal allowances payable under this clause must never be less than the equivalent allowances in the *General Retail Industry Award*.

# 11 What is Shiftwork?

## What's this about...

*As our business operates for extended hours, you may be specifically engaged as a 'shiftworker'. Team members should be aware of the different conditions which apply to 'shiftwork' arrangements... take a look.*

### 11.1 When does the shiftwork clause apply?

- 11.1.1 This clause will apply only to team members specifically employed as **shiftworkers** under this Agreement.
- 11.1.2 For the avoidance of doubt, this clause does not apply to a team member who is not specifically employed as a shiftworker even if they work additional hours or overtime.

### 11.2 What is shiftwork?

- 11.2.1 For the purposes of this clause **shiftwork** means a shift starting at or after 6:00 pm on one day and before 5:00 am on the following day.
- 11.2.2 Shiftwork does not include a shift which starts and finishes on the same day within the span of ordinary hours specified in clause 6.1.1.
- 11.2.3 All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.

### 11.3 How will I be paid for shiftwork?

- 11.3.1 Shiftwork rates are set out in the table below:

Day	Full-time and part-time rate	Casual rate (inclusive of casual loading)
Shiftwork between midnight Sunday and midnight Friday	Base rate + 30%	Base rate + 55%
Shiftwork on a Saturday	Base rate + 50%	Base rate + 75%
Shiftwork on a Sunday	From the first full pay period on or after <b>commencement</b> of this Agreement to 30 June 2020: Base rate +90% From the first full pay period on or after <b>1 July 2020</b> : Base rate + 75%	From the first full pay period on or after <b>commencement</b> of this Agreement to 30 June 2020: Base rate +115% From the first full pay period on or after <b>1 July 2020</b> : Base rate + 100%
Shiftwork on a Public Holiday (Voluntary)	Public Holiday rates apply	Public Holiday rates apply

- 11.3.2 Where a team member volunteers to work on a public holiday shift then the provisions set out in clause 20 (Public Holidays) will apply for all hours of the shift. For the purposes of this clause, where a shift falls partly on a public holiday, the shift which commences on the public holiday will be regarded as the public holiday shift. If the team member does not volunteer to work on a public holiday shift such team member will be entitled to be absent without loss of pay.
- 11.3.3 Where it is agreed between BWS and the majority of team members at any given BWS store who are engaged under the provisions of this clause, another shift may be substituted for the shift which commences on the public holiday as the public holiday shift and in such instance the provisions of clause 20 (Public Holidays) relating to such holiday will apply only to the day so substituted.

#### **11.4 What rest breaks and meal breaks apply for shiftwork?**

Notwithstanding clause 7 all rest pauses and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.

#### **11.5 Are there any specific rosters provisions for shiftwork?**

11.5.1 BWS will not vary shiftwork rosters to avoid the provision of public holiday entitlements for shiftworkers.

11.5.2 Rosters of shiftworkers cannot be arranged to have the shiftworker work both shiftwork and non-shiftwork in the same week.

#### **11.6 Can I convert to shiftwork?**

A team member who is not currently employed as a shiftworker for the purposes of this clause may become a shiftworker if BWS offers the team member the opportunity to convert to shiftwork and the team member accepts BWS' offer. BWS cannot require an existing team member to change their current employment status to that of a shiftworker.

## 12 What are individual flexibility arrangements?

### *What's this about...*

*While there are lots of options in this Agreement about how you can work, sometimes they may not fit your circumstances. This clause sets out how we may be able to agree to vary some of the Agreement so you can work how you want/need to.*

### **12.1 How is an individual flexibility arrangement made?**

BWS and any team member whose employment with BWS has commenced, and is covered by this Agreement, may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with one or more of the following matters: arrangements about when work is performed; overtime rates; penalty rates; allowances; leave loading; and
- (b) the arrangement meets the genuine needs of BWS and the team member in relation to one or more of the matters set out in paragraph (a); and
- (c) the arrangement is genuinely agreed to by BWS and the team member without coercion or duress.

### **12.2 What terms apply to individual flexibility arrangements?**

12.2.1 BWS must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act; and
- (b) are not unlawful terms under section 194 of the Fair Work Act; and
- (c) result in the team member being better off overall than the team member would be if no arrangement was made.

12.2.2 BWS must ensure that the individual flexibility arrangement is in writing, includes the name of BWS and the team member and is signed by BWS and the team member.

12.2.3 BWS must ensure that the written individual flexibility arrangement includes details of:

- (a) the terms of the enterprise agreement that will be varied by the arrangement; and
- (b) how the arrangement will vary the effect of the terms; and
- (c) how the team member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (d) the date on which the arrangement commences.

12.2.4 BWS must give the team member a copy of the individual flexibility arrangement within 14 days after it is agreed to. BWS will also retain a copy.

12.2.5 BWS or team member may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if BWS and the team member agree in writing - at any time.

## 13 What are temporary or fixed term engagements?

### *What's this about...*

*There may be times when we have an opportunity for team members to take on permanent roles on a temporary basis, this clause sets out how such arrangements will work.*

### **13.1 How does a fixed term or temporary engagement work?**

- 13.1.1 BWS can employ new team members or existing team members on a fixed term part-time or full-time contract. Entry into a fixed term contract is voluntary, and BWS will provide team members with basic terms and conditions of a fixed-term contract before it is entered into, including the proposed start and end dates.
- 13.1.2 A fixed term contract may be between 2 weeks and 52 weeks in duration, and will not run consecutively, except where the contract is being extended for the purposes of an extension to parental leave. A parental leave cover fixed-term contract can be up to 104 weeks in duration.
- 13.1.3 A team member on a fixed term part-time or full-time contract will receive all of the benefits that apply to permanent team members under this Agreement.
- 13.1.4 Where an existing team member accepts a fixed term contract, they will continue to accrue all of their entitlements for the duration of the fixed term based on the number of hours worked. At the conclusion of the fixed term contract the existing team member is entitled to return to their previous position without disadvantage and without breaking continuity of employment.
- 13.1.5 Where a casual team member accepts a fixed term contract for part-time or full-time employment they will accrue all appropriate entitlements however any outstanding annual leave balance at the end of the fixed term will be paid to the team member if they revert to casual status.
- 13.1.6 Hours worked on a fixed term contract do not count when calculating average weekly hours for the purposes of casual or part-time conversion under clauses 8.5 and 8.8 of this Agreement.

## 14 When can I take annual leave?

### What's this about...

***Taking regular and meaningful breaks from work is important to your health and wellbeing. This clause sets out your entitlement to annual leave or holidays from work.***

### 14.1 What is my annual leave entitlement?

14.1.1 Except as otherwise provided for in this Agreement, annual leave is provided for in the NES. Annual leave accrues progressively during each year as follows:

Team member	Entitlement
Full-time team members	4 weeks of paid annual leave for each year of <b>continuous service</b> .
Part-time team members	4 weeks of paid annual leave for each year of continuous service calculated on a pro-rata basis based on their ordinary hours of work. For example, a part-time team member who works 10 hours per week for 1 year will accumulate 40 hours of annual leave that year – the equivalent of 4 weeks for that team member.
Casual team members	Not entitled to annual leave. Casual team members receive 25% casual loading in lieu of entitlements including paid annual leave entitlements.

14.1.2 Where a public holiday in the place where a team member works falls on a day of paid annual leave, that day or part day is treated as a public holiday (day or part day off with pay based on the team member's base rate of pay) and will not be deducted from their annual leave entitlement.

### 14.2 How do I take annual leave?

14.2.1 Annual leave will be taken at a time mutually agreed by BWS and the team member. Team members are encouraged to plan and notify BWS of their annual leave as far as possible in advance, providing at least 4 weeks' notice.

14.2.2 BWS will consider and respond to an annual leave request within 4 weeks from the date the request is received. Consideration will be given to team members' requests for leave to coincide with their partner or spouses' leave, and BWS will not unreasonably refuse to grant a team member's request to take paid annual leave.

### 14.3 What about excessive accrued annual leave?

14.3.1 The purpose of annual leave is to ensure team members take time for a break, to rest and relax. BWS encourages team members to plan for and take leave annually to avoid accruing excessive leave. A team member has an excessive annual leave accrual if the team member has accrued more than 8 weeks' paid annual leave (or more than 10 weeks' paid annual leave for a shiftworker).

14.3.2 If a team member has an excessive annual leave accrual, BWS or the team member may initiate discussions to genuinely try to reach an agreement on how to reduce or eliminate the excessive annual leave accrual.

14.3.3 In the absence of an agreement, Appendix E sets out the process for BWS to direct a team member who has excessive annual leave accrual to take paid annual leave, and the process for a team member to require BWS to grant a paid annual leave request to the team member.

#### **14.4 How is annual leave and leave loading paid?**

- 14.4.1 A team member will receive payment for annual leave in their normal pay cycle during the leave period.
- 14.4.2 During a period of annual leave taken by a team member, the team member (other than a team member who is a shiftworker under this Agreement) will receive annual leave loading calculated at 17.5% of their base rate, or the relevant weeknight and weekend penalty rates – whichever is greater but not both.
- 14.4.3 During a period of leave taken by a team member who is a shiftworker under this Agreement, the team member will receive annual leave loading calculated at 17.5% of their base rate of pay or their shift loading – whichever is greater but not both.

#### **14.5 What happens to annual leave on termination?**

Full-time and part-time team members will be paid their accrued but untaken annual leave (plus applicable leave loading) on the termination of their employment.

#### **14.6 When can my annual leave be re-credited?**

- 14.6.1 A team member who during a period of annual leave would otherwise be entitled to any other leave under this Agreement or the NES (except unpaid leave) may apply to have their annual leave re-credited for the period that the team member was entitled to be on other leave, subject to the team member providing documentation in accordance with the relevant leave clause in this Agreement.
- 14.6.2 To facilitate the re-crediting of annual leave it will be necessary for BWS to deduct the value of any loading (including the 17.5% loading, or penalty rates, or shift loading paid in accordance with clause 14.4) for the period of leave re-credited from the team member's weekly earnings. This may occur in the current pay cycle or within a pay cycle over the following 4 weeks.

#### **14.7 Can I cash out my annual leave?**

A team member who has an accrued annual leave entitlement in excess of 4 weeks, may make an application to 'cash-out' a period of annual leave. BWS may approve such application subject to the following:

- (a) the team member must retain a paid annual leave entitlement of not less than 4 weeks;
- (b) each 'cashing out' of annual leave must be by a separate agreement, in writing, between BWS and the team member;
- (c) the team member will be paid the amount that would have been payable had the team member taken that period of annual leave;
- (d) the team member's annual leave entitlement will be reduced accordingly; and
- (e) a maximum of 2 weeks accrued paid annual leave may be cashed out in any period of 12 months.

#### **14.8 How can I take annual leave "at half pay"?**

- 14.8.1 When a team member applies for leave "at half pay" they are applying for a period of paid leave and an equal period of unpaid leave. These periods are taken one after another and pay for the paid leave period is spread over the full leave period.
- 14.8.2 This means that while team members are on leave "at half pay" they will:
- (a) receive their normal annual leave entitlement pay spread over the total period of their absence; and
  - (b) accrue half of the leave they would normally accrue (because they are only accruing for the paid half of the leave period).
- 14.8.3 Annual leave "at half pay" must be taken in 2 week increments to a maximum of 4 periods (i.e. 8 weeks in total which would use 4 weeks of accrued paid annual leave) in a 12-month period.
- 14.8.4 Team members can take annual leave "at half pay" if:
- (a) all accessible long service leave has been exhausted; and
  - (b) they have 8 weeks or less accrued annual leave.

14.8.5 Public holidays that fall during the paid annual leave portion of a leave “at half pay” period will be paid in accordance with clause 20. Public holidays that fall during the unpaid portion of a leave “at half pay” period will be unpaid.

#### **14.9 Additional week**

For the purpose of the additional week of annual leave provided to shiftworkers in the NES, a shiftworker is a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

#### **14.10 What happens during a close-down?**

BWS may require a team member to take annual leave as part of a close-down of its operations, or part of its operations, if reasonable alternative work cannot be found. If this is required, BWS must give the team member at least 4 weeks' notice before the period of leave is to commence.

## 15 When can I take personal and carer's leave?

### What's this about...

***If you are sick or suffering from an injury and are unable to work, or you need to care for a member of your immediate family or household, this clause sets out the leave available to you.***

### 15.1 What is my personal leave entitlement?

- 15.1.1 Full-time and part-time team members are entitled to take personal leave when they are unable to attend work on a day that they are rostered to work, due to a personal illness or injury.
- 15.1.2 A full-time team member is entitled to 10 days paid personal leave per year in accordance with the NES plus 1 additional day, 11 days per year in total. Part-time team members are entitled to 11 days personal leave calculated on a pro rata basis in accordance with their ordinary hours of work. Casual team members are not entitled to paid personal leave.
- 15.1.3 Personal leave accrues progressively. Unused personal leave accumulates from year to year but is not paid out on termination or cessation of employment for any reason.
- 15.1.4 When paid personal leave is taken, team members will be paid their base rate of pay for the hours normally rostered to work. Penalty rates are not applied.
- 15.1.5 A team member is not entitled to paid personal leave for any period in respect of which they are entitled to workers' compensation.

### 15.2 How do I take paid personal leave?

If a team member is unable to attend work due to a personal illness or injury, where practicable they should notify their Store CEO or relevant supervisor as soon as they can prior to the start of their shift. BWS appreciates being given notice to enable the shift to be filled or other operational changes to be made. When notifying BWS, the team member should advise the nature of the illness or injury (if it is reasonable to do so) and the estimated duration of the team member's absence.

### 15.3 What documentation may be required?

Before making payment to a team member in respect of paid personal leave, BWS may require a team member to provide evidence in support of their absence as follows:

Period of absence in any calendar year (paid and unpaid personal leave)	Documentation that may be required
First and second single shift absences	No documentation required unless the shift falls on a day before or after a public holiday, in which case the rule below applies.
Any period of personal leave falling on the day before or after a public holiday	Evidence that would satisfy a reasonable person, such as a medical certificate issued by a registered medical practitioner or a statutory declaration.
Any other period of personal leave (for example 2 or more consecutive shifts, or 3rd single shift, and any subsequent absences).	Evidence that would satisfy a reasonable person, such as a medical certificate issued by a registered medical practitioner or a statutory declaration.

## 15.4 What about carer's leave?

- 15.4.1 Full-time and part-time team members may also use their accrued personal leave entitlements to take paid time off for the purpose of providing care or support to an **immediate family member** or a member of the team member's household who requires care or support due to a personal illness, or injury of the person, or an unexpected emergency affecting the person.
- 15.4.2 Unpaid carer's leave can be taken when the team member's entitlement to paid personal leave (if any) has been exhausted. Unpaid carer's leave may be taken as a single, unbroken, period of 2 days, or two separate periods of 1 day each, or any separate periods totalling 2 days to which BWS and the team member agree. The 2 days unpaid carer's leave may be taken per occasion. Casual team members are entitled to unpaid carer's leave. Unpaid carer's leave may be extended by agreement with BWS.
- 15.4.3 A team member must notify BWS as soon as is reasonably practicable of their need to take carer's leave, and the anticipated duration of leave. If required by BWS, the team member will provide evidence that would satisfy a reasonable person of the need to take leave.

## 16 When can I take compassionate leave?

### What's this about...

*In the unfortunate event that you need it, this clause sets out the leave available where a member of your family or household passes away or has a life-threatening illness/injury.*

### 16.1 What are my compassionate leave entitlements?

16.1.1 Full-time and part-time team members are entitled to paid compassionate leave as follows:

Where the absence is due to:	The maximum number of days of paid compassionate leave per occasion will be:
The death of a team member's spouse, parent, child, sibling (including step siblings)	5 days
The death of a team member's parent-in-law, sister or brother-in-law, daughter or son-in-law, grandparent, grandparent-in-law, de facto parent-in-law, grandchild, cousin, uncle, aunt, niece, nephew or Godparent	3 days
The death of a member of a team member's household	2 days
Attending the funeral of a <b>significant other</b>	1 day
Spending time with an immediate family member of the team member or a member of the team member's household, who has a personal illness or sustains a personal injury that poses a serious threat to his or her life.	2 days (which can be taken as a single unbroken period of 2 days, or 2 non-consecutive days as agreed)

16.1.2 For the purposes of clause 16.1.1:

- (a) **Parent** includes step-parent and foster parent.
- (b) **Child** means a team member's natural or adopted child, step child or any child that the team member has care or custody of as a result of a Court or guardianship order.
- (c) **Spouse** means a current or former spouse.

16.1.3 In addition to the entitlement above, a team member will be entitled to 2 additional days of paid leave to attend the funeral of all the relationships above, including a member of the team member's household, listed in this provision where the team member travels outside Australia, or interstate, or 400km or more, one way, intrastate.

16.1.4 Any paid compassionate leave will be paid at the team member's base rate of pay for hours normally rostered to work. Penalty rates are not applied.

16.1.5 Upon request by BWS in order to be entitled to paid compassionate leave, a team member must provide as soon as reasonably practicable any evidence that would satisfy a reasonable person of the illness, injury or death, and which otherwise meets the requirements of the Fair Work Act.

16.1.6 Casual team members will be entitled to be absent for 2 unpaid shifts where a team member's immediate family member or member of the team member's household dies or contracts or develops an illness or injury that poses a threat to their life.

## 17 When can I take parental leave?

### **What's this about...**

***It can be a very exciting stage in life when your family grows, this clause sets out the leave and other entitlements available to you at this time.***

### **17.1 What is parental leave?**

- 17.1.1 Parental leave supports team members who provide primary care or share in the care of their newborn or newly adopted child.
- 17.1.2 Team members are entitled to parental leave in accordance with the Fair Work Act and Woolworths Group policies, as both are amended from time to time:
  - (a) the Fair Work Act contains minimum legal entitlements that apply to all team members.
  - (b) *Woolworths Group Parental Leave Policy* provides additional entitlements, including paid leave for eligible team members and other benefits.
- 17.1.3 Any team member who may need to take parental leave should first read the current *Woolworths Group Parental Leave Policy*, and then refer to the Fair Work Act.
- 17.1.4 For clarity, the *Woolworths Group Parental Leave Policy* is not incorporated into this Agreement.
- 17.1.5 If the *Woolworths Group Parental Leave Policy* is rescinded or reduced, the minimum parental leave entitlements set out in Appendix F will apply.

### **17.2 What about pre-natal leave and pre-adoption leave?**

- 17.2.1 A full-time or part-time team member who is pregnant or about to adopt a child, or whose spouse is pregnant or about to adopt a child, may access their personal/carer's leave entitlement or unpaid leave for medical appointments associated with pregnancy or pre-adoption.
- 17.2.2 Where possible, team members should arrange appointments as close as possible to the start or end of their ordinary rostered hours.
- 17.2.3 The team member will provide BWS with notice as soon as practicable on each occasion of their requirement to take pre-natal or pre-adoption leave for pre-natal or pre-adoption appointments.
- 17.2.4 Team members may be required to provide BWS with proof of attendance at a medical appointment in accordance with the evidence requirements in clause 15.3.
- 17.2.5 The actual time taken off to attend each appointment will be deducted from the team member's accrued personal/carer's leave entitlement and will be paid at the team members base rate of pay. Such leave of absence will not break the team member's continuity of employment.

## 18 Family and domestic violence leave

### *What's this about...*

*We recognise that team members experiencing family or domestic violence may need some additional support. This clause sets out how we will provide support and treat matters confidentially.*

### 18.1 Purpose of family and domestic violence leave

BWS recognises that team members who experience family and domestic violence may need additional support to deal with the impact of the family and domestic violence, particularly to make arrangements for their safety and the safety of others, attend medical appointments, court appointments, access police services and related activities which are impractical for a team member to deal with outside of their ordinary hours of work.

### 18.2 Entitlement to paid and unpaid leave

- 18.2.1 Each year, a full-time team member is entitled to 5 days' paid leave and 5 days' unpaid leave to deal with family and domestic violence. A part-time team member has an entitlement to 5 days of paid leave on a pro-rata basis, and 5 days of unpaid leave (not prorated) per year. Casual team members are entitled to 5 days' unpaid leave per year.
- 18.2.2 The entitlement:
- (a) is available in full at the start of each 12-month period of the team member's employment;
  - (b) does not accumulate from year to year;
  - (c) (where the leave is paid leave) is paid at the team member's base rate of pay for the hours normally rostered to work; and
  - (d) is not paid out on termination of employment if unused.
- 18.2.3 A team member may take any combination of paid or unpaid leave to deal with family and domestic violence if the team member:
- (a) is experiencing family and domestic violence; and
  - (b) needs to do something to deal with the impact of family and domestic violence (for example, making arrangements for their safety or the safety of others (including relocation), attending urgent court hearings, or accessing police services) and it is impractical for the team member to attend to it outside of their ordinary hours of work.
- 18.2.4 Leave may be granted for the purpose of seeking medical, legal or police assistance, for counselling, relocation or other directly related activities.
- 18.2.5 In the event a team member has exhausted their entitlement to paid leave under this clause, they may access other paid leave, including personal/ carer's leave or annual leave whether or not they have used their unpaid leave under this clause. If they have used their unpaid leave, they may take an unpaid leave of absence.
- 18.2.6 A team member who supports a person experiencing family or domestic violence may take personal/carer's leave (as per clause 15) to accompany them to court or hospital or to mind children.
- 18.2.7 Team members are required to notify their Manager of such absence on the first day of absence if prior notice is not possible. If possible, the team member should indicate the expected duration of the period of leave. Where not appropriate to notify their Manager, or if a team member does not feel comfortable doing so in a particular circumstance, a team member should instead notify People Advisory or the relevant Culture & People Partner/Manager.
- 18.2.8 BWS may request reasonable supporting evidence in relation to any leave taken under this clause. This may include documentation from the Police Service, a Court, a Doctor, District Nurse, Maternal and Child Health Care Nurse, a Family Violence Support Lawyer, Lawyer or any other reasonable form of evidence.

- 18.2.9 In order to provide support and a safe work environment for a team member experiencing family and domestic violence, BWS will consider any reasonable request from a team member for:
- (a) changes to their spread of hours or pattern of hours and/or shifts;
  - (b) job redesign or change of duties;
  - (c) relocation to a suitable location within BWS;
  - (d) any other appropriate measures including those available under existing provisions for flexible working arrangements.

### 18.3 Confidentiality

All personal information concerning matters of family and domestic violence will be kept confidential and may only be used internally, or disclosed externally in exceptional circumstances and where it is imperative to maintain the safety of the team member and/or co-workers.

### 18.4 Family and domestic violence definitions

For the purposes of this clause 18:

- (a) **family and domestic violence** means violent, threatening or other abusive behaviour by a family member of a team member that seeks to coerce or control the team member and causes them to be fearful.
- (b) **family member** means:
  - (i) a spouse (or former spouse), de facto partner (or former de facto partner), child, parent, grandparent, grandchild or sibling of the team member; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner (or former de facto partner) of the team member; or
  - (iii) a person related to the team member according to Aboriginal or Torres Strait Islander kinship rules.

## 19 What other leave benefits are available?

### What's this about...

*As a member of our team you may also be entitled to other types of leave depending upon your circumstances, such as:*

- **Jury service**
- **Emergency service leave**
- **Defence forces leave**
- **Natural disaster leave**
- **Blood donor leave**
- **Long service leave**
- **Unpaid leave**

### 19.1 Jury service

Team members are entitled to leave of absence and payment for any period of jury service in accordance with the NES and relevant State or Territory legislation, provided that:

- where BWS is required to pay a team member for time spent performing jury service, payment will be made for the whole of the absence required and not limited to the first 10 days of absence.
- a team member who is engaged in jury service for more than 2 hours on a given day will not be required to complete their normal rostered shift on that same day.
- if a team member is engaged in jury service, they will not be required to complete more than 5 days of jury service and work combined in any week (for example if a team member attends 4 days of jury service, they can only be required to work 1 day in that week).
- if a team member is taking paid leave and during the period of paid leave they are required to serve on a jury, the paid leave for the time served on the jury will be re-credited to the team member (less any leave loading or penalties paid).

### 19.2 Emergency service leave

19.2.1 Full-time and part-time team members will be entitled to up to a maximum of 2 weeks per calendar year paid time off where:

- the team member is engaged in voluntary emergency services activities that are coordinated through a recognised emergency management body (such as state emergency services, rescue and firefighting); or
- a team member's spouse is engaged in voluntary emergency service activities that are coordinated through a recognised emergency management body (such as state emergency services, rescue and firefighting) and the team member is required to take time off work to care for their child/children.

19.2.2 During this period of leave, team members will be paid their base rate of pay for the hours normally rostered to work. Any other period of emergency service leave will be unpaid, in accordance with the NES.

19.2.3 It will be the responsibility of the team member to keep BWS informed about the time off needed to attend to emergency duties. To receive payment, a team member must provide BWS proof of engagement in emergency services activities.

19.2.4 Casual team members are entitled to unpaid emergency service leave.

### 19.3 Defence forces leave

19.3.1 A full-time or part-time team member will be allowed paid time off of up to a maximum of 2 weeks per calendar year to attend Defence Forces approved training camps, and BWS will pay the team member the difference between the payment received for their attendance at such training camp and the base rate of pay they would have received during that period.

19.3.2 To receive payment, a team member must provide BWS proof of attendance and proof of the Defence Forces rate of pay and total payment received for the time spent in training.

19.3.3 Team members seeking to take Defence Forces Leave must provide notice to BWS at least 1 month prior to the period of training. The notice should detail the start and finish dates for training.

19.3.4 Casual team members are entitled to unpaid defence forces leave.

#### **19.4 Natural disaster leave**

19.4.1 Where a cyclone warning or a state of emergency is declared, or where flooding, earthquake or bushfires occur, or are imminent, team members will be allowed to leave work to care for their family or property where there is a genuine risk.

19.4.2 A full-time or part-time team member is entitled to receive up to 3 days paid leave at their base rate of pay if there is a reasonable and justified reason that a team member is unable to attend work due to a natural disaster.

19.4.3 Unless otherwise directed by the State Emergency Services or other emergency services body, where a time has been set for moving from a 'yellow alert' to a 'red alert', stores will close 1 hour before the 'red alert' comes into force.

19.4.4 Where a 'code orange' alert is raised for catastrophic fires and the State or Territory directive is to leave the area, team members will be allowed to take unpaid leave from work for the period that the 'code orange' is in place.

19.4.5 Casual team members are entitled to unpaid natural disaster leave.

#### **19.5 Blood donor leave**

19.5.1 A full-time or part-time team member who is absent during ordinary hours of work for the purpose of donating blood will not suffer any deduction of pay up to a maximum of 2 hours on each occasion and subject to a maximum of 4 separate absences for the purpose of donating blood each calendar year.

19.5.2 The team member will arrange for the absence to be on a day suitable to BWS and be as close as possible to the start or finish of their ordinary hours of work. The team member will notify BWS as soon as possible of the proposed date and time of the absence and will provide satisfactory proof of attendance at a recognised blood donation service upon BWS request.

#### **19.6 Long service leave**

19.6.1 Team members are entitled to long service leave in accordance with the applicable State or Territory legislation.

19.6.2 In addition:

- (a) where the applicable State or Territory legislation does not permit long service leave "at half pay", a team member may request to access unpaid leave equivalent to the period of long service leave requested in order to double the period of absence.
- (b) State and Territory legislation may provide that where a public holiday falls during a team member's period of taking paid long service leave, they are entitled to be re-credited that day of long service leave. Under this Agreement, where the applicable State or Territory legislation does not provide for such re-crediting, BWS will re-credit the long service leave.
- (c) Long service leave for team members employed in the County of Yancowinna in New South Wales (Broken Hill) will be in accordance with the Long Service Leave Act 1955 (NSW) except that the rate of leave accrual will be 1.3 weeks of leave per year of service instead of the rate of accrual specified in the Long Service Leave Act 1955 (NSW).

#### **19.7 Unpaid leave of absence**

19.7.1 A full-time or part-time team member may apply to take an unpaid leave of absence of 1 week's duration or more.

- 19.7.2 Unpaid leave will mean an approved leave of absence, which may include, but is not limited to:
- (a) leave for study commitments; or
  - (b) planned additional time off such as for school holidays or overseas travel; or
  - (c) leave for unforeseen personal circumstances such as long-term illness.
- 19.7.3 Except for a leave of absence to attend study commitments, all available paid annual and long service leave entitlements must be taken prior to the period of absence, or in the case of an absence related to an illness or injury, all paid personal leave entitlements must be exhausted first.
- 19.7.4 Where a full-time or part-time team member takes an authorised unpaid leave of absence, subject to legislative requirements all entitlements to annual leave, personal leave or long service leave will not accrue from the date of commencing such leave to the date of returning from such leave. Such leave will not break continuity of employment.

## 20 What happens on public holidays?

### What's this about...

*There are special arrangements which apply on days that are recognised as public holidays. Take a look at this clause to understand which days are public holidays and what entitlements you have (as well as what you will be paid if you work) on a public holiday.*

### 20.1 Working or not working on public holidays

- 20.1.1 In this Agreement, **public holiday** has the same meaning as in the NES.
- 20.1.2 Working on a public holiday is voluntary. A team member cannot be required to work but may volunteer to work on any public holiday as provided for in this clause.
- 20.1.3 Team members who would normally be rostered to work may volunteer to work on a public holiday (or part of it) and will be paid the relevant penalty rate for any time so worked. BWS may decline any request to volunteer if there is no operational need for the team member to work on a public holiday. All team members are entitled to be absent from work on a day or part-day that is a public holiday in the place where the team member works and cannot be required to work if they do not volunteer to work.
- 20.1.4 BWS may or may not open for trade on public holidays. If BWS is trading on a public holiday, BWS may communicate to team members that it is seeking volunteers. BWS is not obliged to roster all team members who volunteer on a public holiday and will roster team members based on operational needs.
- 20.1.5 If a public holiday or a part public holiday is substituted to another day or part day by a law of a State or Territory the substituted day or part day is a public holiday and the original day or part day is not a public holiday.
- 20.1.6 Depending upon whether a team member works on a public holiday or not, the following entitlements will apply:

	<b>If the team member WORKS on the public holiday:</b>	<b>If the team member is ABSENT on the public holiday:</b>
Full-time or part-time team member whose standard roster WOULD include the public holiday as a working day:	Hours worked are paid at public holiday penalty rates OR team member can request TOIL (as per clause 20.3)	Day off is paid at ordinary base rate of pay for the rostered working day as per the team member's standard roster (without penalty rates or loadings)
Full-time or part-time team member whose standard roster would NOT include the public holiday as a working day:	Hours worked are paid at public holiday penalty rates OR team member can request TOIL (as per clause 20.3)	Unpaid
Casual team member (does not have a standard roster)	Hours worked are paid at public holiday penalty rates	Unpaid

- 20.1.7 BWS must not change a team member's standard roster to avoid or reduce a public holiday penalty payment. If this occurs, the team member will be entitled to the payment or benefit of the public holiday that would have received but for the roster change.

## 20.2 What are the public holiday penalty rates?

20.2.1 The following penalty rates apply for hours worked on public holidays:

Team member	Public Holiday Pay Rate
Full-time and part-time team members	Base rate + 125%
Casual team members	Base rate + 150% (inclusive of casual loading)

20.2.2 These rates apply instead of any rates in clauses 6.2 and 6.3 and instead of any shiftwork rates in clause 11.

## 20.3 What about time off in lieu (TOIL)?

20.3.1 By mutual agreement between BWS and a full-time or part-time team member, instead of receiving penalty rates for working on a public holiday, the team member can be compensated for working a particular public holiday by either:

- (a) an equivalent day or equivalent time off in lieu without loss of pay. The time off must be taken within 28 days of the public holiday occurring or it will be paid out; or
- (b) an additional day or equivalent time added to their annual leave balance.

20.3.2 The team member and BWS are entitled to agree on a new choice of payment or time off by agreement on each occasion work is performed on a public holiday. If no agreement can be reached on the method of compensation, the default arrangement shall be the payment of penalty rates.

## 20.4 What happens if I have a shift across two days?

For the purposes of this clause, where a shift falls partly on a public holiday, a shift that commences on the public holiday shall be regarded as the public holiday shift. Provided that a team member who is not required to work or who elects not to work on a public holiday shift shall be entitled to be absent without loss of pay.

## 20.5 How do part-day public holidays work?

20.5.1 A part-day public holiday is a public holiday that has been gazetted to start and end within a defined part of a day (e.g. 7pm to midnight on a given day).

20.5.2 Full-time and part-time team members will receive public holiday benefits under this clause 20 in respect of their hours of work normally rostered or actually worked during the part of the day specified as a public holiday. For casual team members working on a part-day public holiday, public holiday benefits only apply to work performed during the part of the day specified as the public holiday.

20.5.3 However, minimum daily engagement rostering principles in clauses 8.2.2, 8.3.1 and 8.7.1 must still be met in respect of any overall engagement or shift on the day (e.g. it is possible to have a three hour engagement for a casual or part-time team member from 5:00pm to 8:00pm, in which case, assuming the holiday is from 7:00pm to midnight, clause 20.1.6 will only apply to the hour from 7:00pm to 8:00pm).

## 20.6 What happens when Christmas day is not a public holiday?

20.6.1 Work on the 25th of December where not a public holiday (for example under a substitution provision in State or Territory Legislation) will be voluntary and work on the day will be paid at the rate of 200% for permanent team members and 225% for casual team members. These rates are in substitution for, and not cumulative upon, any other loadings.

20.6.2 Permanent team members rostered to work in store on the 25th December where not a public holiday, may take time off instead of working a normally rostered shift. The time off is unpaid, but a team member can request to take paid annual leave for the hours not worked.

## **20.7 Is work voluntary on Christmas Eve, New Year's Eve and Easter Sunday?**

- 20.7.1 Work after 6.00pm on Christmas Eve and New Year's Eve (except where these days are declared a public holiday and are therefore completely voluntary), will be voluntary provided there are enough volunteers to meet BWS operational needs, subject to the following:
- (a) team members who do not wish to work after 6.00pm on Christmas Eve or New Year's Eve will inform BWS at least 4 weeks in advance. At the same time, BWS will start to assess the number of team member volunteers that will be required to work; and
  - (b) if there are not enough volunteers, BWS will first ask casual team members to work after 6.00pm on Christmas Eve or New Year's Eve and will then ask full-time and part-time team members.
- 20.7.2 Work on Easter Sunday will be voluntary.
- 20.7.3 Where BWS opens for trade and a team member takes the benefit of clause 20.7.1 or 20.7.2 in order to take time off instead of working a normally rostered shift or part of a normally rostered shift on Easter Sunday or after 6.00pm on Christmas Eve or New Year's Eve, the time is unpaid and the team member will only be paid for hours actually worked. Team members can request to take paid annual leave for the hours not worked.

## **20.8 Picnic Day (NSW)**

- 20.8.1 Full-time and part-time team members in NSW whose roster includes the first Tuesday in November will be entitled to Union Picnic Day on the first Tuesday in November.
- 20.8.2 Union Picnic Day in NSW will be treated as paid time off or time off in lieu (TOIL), but work performed on the day will not attract public holiday penalty rates.
- 20.8.3 TOIL will be taken as another day off without loss of pay, not later than 28 days after the Union Picnic Day in NSW on a day mutually agreed by BWS and the team member. If TOIL is not taken within 28 days, or if the team member's employment terminates prior to the taking of such TOIL, the TOIL will be paid out to the team member on termination of employment.
- 20.8.4 Eligible team members who are on annual leave or long service leave for Union Picnic Day will have an additional day added to their annual leave.

## 21 Workplace changes and consultation

### *What's this about...*

***As the retail industry changes we will also need to be ready to change. This clause sets out how we will consult with you where we need to make major changes to our workplace.***

### 21.1 Consultation regarding major workplace change

This clause does not apply to changes to rosters or hours of work, which is covered under clause 9 of this Agreement.

### 21.2 BWS to notify team member

21.2.1 Where BWS has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on team members, BWS must notify the team members who may be affected by the proposed changes and their trade union, if any.

21.2.2 Significant effects include termination of employment; major changes in the composition, operation or size of the BWS workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of team members to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

21.2.3 The relevant team members may appoint the trade union or other person as their representative for the purposes of this clause 21.

21.2.4 BWS must recognise a team member's (or team members') representative, if:

- (a) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
- (b) the team member or team members inform BWS of the identity of the representative.

### 21.3 BWS to discuss change

21.3.1 As soon as practicable after proposing to introduce the change, BWS must:

- (a) discuss with the relevant team member(s) and their trade union, if any:
  - (i) the introduction of the change referred to in clause 21.2.1;
  - (ii) the effects the changes are likely to have on team members; and
  - (iii) measures that BWS is taking to avert or mitigate the adverse effects of such changes on team members.
- (b) for the purposes of the discussion - provide, in writing, to the relevant team members:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what BWS reasonably believes will be the effects of the change on the team members; and
  - (iii) information about any other matters that BWS reasonably believes are likely to affect the team members; and
  - (iv) an invitation to relevant team members to give their views about the impact of the change.

21.3.2 However, BWS is not required to disclose confidential or commercially sensitive information to the relevant team members.

21.3.3 BWS must give prompt and genuine consideration to matters raised about the change by the relevant team members.

21.3.4 For the purposes of this clause, **relevant team member** means the team member(s) who may be affected by the proposed change.

## 22 How are issues resolved?

### *What's this about...*

***Open and direct communication is key to creating a positive workplace. If you have an issue about this Agreement or the NES we encourage you to raise it as soon as you can. This clause sets out how we will work with you to resolve it.***

### 22.1 Parties to discuss

22.1.1 A dispute between a team member (or team members) and BWS including a dispute in relation to

- (a) a matter arising under this Agreement; or
- (b) the NES;

should be discussed in the first instance at the workplace level between the team member (or members) and their relevant supervisors or management.

22.1.2 At any stage, BWS and a team member or team members may appoint another person to accompany and/or represent them for the purposes of this clause, including the trade union listed in clause 1.3.

22.1.3 If the dispute remains unresolved, the dispute may be referred to People Advisory for it to be escalated to an appropriate representative of BWS to assist in resolving the dispute, which may be a more senior member of management or a representative from the BWS Culture & People team.

22.1.4 If, following escalation under clause 22.1.3, the dispute remains unresolved then the matter may be referred to a senior representative of BWS (such as the relevant Employee Relations Manager, Head of Workplace Relations or General Manager) for further discussions.

### 22.2 Referral to FWC

22.2.1 If the dispute still remains unresolved, then either party may refer the dispute to the FWC for resolution.

22.2.2 The FWC may deal with a dispute in two stages:

- (a) the FWC will first attempt to resolve the dispute through conciliation;
- (b) where the matter cannot be resolved by conciliation, at the request of one or both parties, the FWC may arbitrate the dispute.

22.2.3 In any proceedings before the FWC pursuant to this clause, the FWC may take any or all of the following actions in order to resolve the dispute:

- (a) convene conciliation conferences of the parties or their representatives at which the FWC is present;
- (b) require the parties or their representatives to confer among themselves at conferences at which the FWC is not present;
- (c) request but not compel a person to attend and/or give evidence at proceedings;
- (d) request but not compel a person to produce documents;
- (e) where either party requests, make recommendations about particular aspects of a matter about which they are unable to reach agreement.

22.2.4 Any determination by the FWC following an arbitration must be in writing and must give reasons for the determination.

22.2.5 In the exercise of its functions under this clause, the FWC must not issue interim orders, 'status quo' orders or interim determinations.

22.2.6 The parties are entitled to be represented, including by legal representatives, in any proceedings under this clause.

22.2.7 If the FWC arbitrates a dispute, any determination made by the FWC is a decision for the purposes of Division 3 of Part 5.1 of the Fair Work Act and can be appealed.

### **22.3 Continuation of work**

While the dispute resolution procedure is engaged, work will continue as normal and as before the dispute arose in accordance with this Agreement unless a team member has a reasonable concern about an imminent risk to their health and safety. Subject to applicable work health and safety legislation, a team member must not unreasonably fail to comply with a direction by BWS to perform work, whether at the same or another workplace, that is safe and appropriate for the team member to perform.

## 23 Leaving BWS

### *What's this about...*

***Sometimes things don't last forever...this clause sets out what happens, including both our obligations and your entitlements, when you leave BWS.***

### 23.1 Notice of termination of full-time and part-time team members

23.1.1 BWS will provide the following amount of notice before terminating the employment of a full-time or part-time team member, unless terminating their employment for serious misconduct:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

23.1.2 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.

23.1.3 BWS may choose to pay the team member in lieu of notice for all or part of the notice period (in which case the team member will be paid for hours they would have worked during the period of notice that is paid in lieu and will not be required to work for that part of the notice period).

23.1.4 In the case of serious misconduct, a team member may be immediately dismissed, with no notice or pay in lieu of notice.

23.1.5 The period of notice in this clause does not apply to casual team members, or to fixed-term contract team members engaged for a specific period of time or for a specific task or tasks (unless their employment ends with notice before their specified end date). Casual employment can be terminated without notice.

23.1.6 The employment of team members engaged for a specific period or on a temporary basis will end automatically at the conclusion of the specific period unless:

- (a) the team member's employment ends prior to the conclusion of the specified period in accordance with the above termination notice provisions; or
- (b) unless the team member was an existing team member before the specific period in which case they will revert to their previous employment status.

### 23.2 Time off during notice period

Where BWS has given notice of termination to a team member, the team member will be allowed (if requested) to take up to the equivalent of 1 day without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the team member after consultation with BWS.

### 23.3 Team member resignation

23.3.1 Full-time and part-time team members must give written notice of termination to BWS as follows:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year or more	2 weeks

23.3.2 If a team member fails to give the required period of notice, BWS can deduct from the team member's final pay their base rate of pay for the hours they would usually work during the weeks' notice not given. This deduction is from the team member's pay, not their NES entitlements.

23.3.3 Casual team members can resign without notice.

## **23.4 Abandonment of employment**

23.4.1 If a team member fails to attend work for more than 3 working days or shifts in a row without notification or explanation, BWS may deem that the team member has abandoned their employment, but BWS will only do so after it has made genuine and reasonable attempts to contact the team member to confirm their intentions. For example, BWS may try to contact the team member by telephone, email, instant message or post.

23.4.2 If, following genuine and reasonable attempts to make contact with the team member, BWS has been unable to make contact with the team member then BWS may deem that the team member has abandoned their employment and their employment will cease, with the termination taken to be at the initiative of the team member.

## **23.5 Statement of employment**

On request, BWS will provide a statement of service specifying a former team member's period of employment and last job classification. Team members who have been employed by BWS for less than 1 month are not entitled to a statement of service.

## **23.6 Redundancy**

23.6.1 A redundancy occurs when BWS has decided it does not need a team member's job to be done by anyone, except where this is due to the ordinary and customary turnover of labour. This may happen when BWS introduces new technology, slows down due to lower sales, closes down a part of or all of its business, relocates or restructures.

23.6.2 Where BWS has made a definite decision that it no longer needs a job to be done by anyone, and that decision may result in the termination of a team member's employment, BWS must follow the consultation process outlined in clause 21.

23.6.3 The information BWS must provide under clause 21 will include:

- (a) relevant information about the proposed redundancies, including reasons for the proposed redundancies;
- (b) the roles, and the number of roles of team members that are likely to be affected;
- (c) the number of team members normally employed; and
- (d) the time period over which the redundancies will take effect;

provided that BWS is not required to disclose any confidential or commercially sensitive information to team members.

23.6.4 The discussions that will be had under clause 21 will include:

- (a) any reasons for the proposed redundancies;
- (b) measures taken to avoid or minimise job losses; and
- (c) measures to mitigate any adverse effects of job losses on the team members concerned.

## 23.7 Redundancy Pay

In addition to the period of notice required for termination of employment in clause 23.1, in the event a permanent team member's role is made redundant and their employment is terminated as a result, they will be entitled to the following redundancy pay:

Period of Continuous Service	Number of Weeks' Pay	
	Team member under the age of 45 years	Team member aged 45 years or over
Less than 1 year	Nil	Nil
1 year but less than 2 years	4 weeks	5 weeks
2 years but less than 3 years	7 weeks	8.75 weeks
3 years but less than 4 years	10 weeks	12.5 weeks
4 years but less than 5 years	12 weeks	15 weeks
5 years but less than 6 years	14 weeks	17.5 weeks
6 years or more	16 weeks	20 weeks

## 23.8 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 before the transfer as the team member would have been entitled to if their employment had been terminated. BWS may choose to implement the transfer earlier and pay the team member the difference between their former base rate of pay and the base rate of pay for the number of weeks of notice still owing. BWS may, at its discretion, make a payment of an amount equal to the difference between the team member's former base rate of pay and the new lower base rates of pay for both the period of notice and for a period equal to the number of weeks' severance pay that the team member would have been entitled to if their employment had been terminated.

## 23.9 Team member leaving during the notice period

If a team member who has been given notice of termination due to redundancy chooses to cease employment before their notice period has come to an end, they may do so and will receive the same benefits and payments due to them under this clause as if they had remained employed until the end of their notice period; but will not be entitled to payment in lieu of notice for the remainder of the notice period and will only accrue leave until their last day of employment.

## 23.10 Job search entitlement

23.10.1 A team member who has been given notice of termination in circumstances of redundancy will be allowed up to 1 day of time off without loss of pay during each week of notice for the purpose of seeking other employment. This clause applies instead of clause 23.2.

23.10.2 If the team member has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the team member must, if requested by BWS, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

## 23.11 Change to redundancy pay

23.11.1 Where there is a transfer of business, redundancy pay (as per clause 23.7) and notice of termination (as per clause 23.1) will not apply where BWS obtains employment for a team member in the transferred business or another Woolworths Group Limited related entity on terms and conditions that are substantially similar to, and overall no less favourable than, the team member's terms and conditions of employment immediately before the termination, including the requirement that the new employer recognises the team member's service with BWS.

23.11.2 Where BWS finds such other employment for a team member, the team member's entitlements to personal leave, annual leave and long service leave will be transferred to the new employer.

### **23.12 Variation of redundancy pay for other employment or incapacity to pay**

In circumstances other than a transfer of business, if BWS:

- (a) obtains other acceptable employment for the team member; or
- (b) cannot pay an amount of redundancy pay;

then BWS can apply to the FWC and the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate, and the amount of redundancy pay payable to a team member under clause 23.7 will be so reduced.

## 24 Signature page

### 24.1 Signatories to the Agreement

Signed for and on behalf of **Woolworths Group Limited**

..... (Signature)

21/6/19..... (Date)

Alison Merner..... (Name)

G.M Culture + People..... (Title) Endeavour Drinks

1 Woolworths Way, Bella Vista NSW 2153

Who is duly authorised to sign this Agreement on behalf of Woolworths Group Limited.

Signed for and on behalf of **Woolworths (South Australia) Pty Limited**

..... (Signature)

21/6/19..... (Date)

Alison Merner..... (Name)

G.M Culture + People..... (Title) Endeavour Drinks

1 Woolworths Way, Bella Vista NSW 2153

Who is duly authorised to sign this Agreement on behalf of Woolworths (South Australia) Pty Limited.

Signed for and on behalf of the **Shop, Distributive and Allied Employees' Association**

..... (Signature)

21-06-2019..... (Date)

Gerard Dwyer  
National Secretary  
Level 6, 53 Queen Street, Melbourne VIC 3000

Who is duly authorised to sign this Agreement on behalf of the Shop, Distributive and Allied Employees' Association.

# APPENDICIES

# Appendix A - Classifications

## A.1 Classification Table

The table below sets out the classifications that apply to this Agreement.

<p><b>Retail Employee Level 1</b></p>	<p><b>1.</b> An employee performing one or more of the following functions in BWS:</p> <ul style="list-style-type: none"> <li>o the receiving and preparation for sale and or display of goods in or about any shop;</li> <li>o the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;</li> <li>o the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods;</li> <li>o the sale or hire of goods by any means;</li> <li>o the receiving, arranging or making payment by any means;</li> <li>o the recording by any means of a sale or sales;</li> <li>o the wrapping or packing of goods for despatch and the despatch of goods;</li> <li>o the delivery of goods;</li> <li>o window dressing and merchandising;</li> <li>o loss prevention;</li> <li>o demonstration of goods for sale;</li> <li>o the provision of information, advice and assistance to customers;</li> <li>o the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods;</li> <li>o all directly employed persons engaged in retail stores in cleaning, store greeting, security, lift attending, store cafeterias and food services; or</li> <li>o work which is incidental to or in connection with any of the above.</li> </ul> <p><b>2.</b> Retail Employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning. The cleaning of toilets is not incidental cleaning except in the case of a take away food establishment.</p> <p><b>3.</b> Indicative job titles which are usually within the definition of a Retail Employee Level 1 are:</p> <ul style="list-style-type: none"> <li>o Shop Assistant,</li> <li>o Check-out Operator,</li> <li>o Store Worker,</li> <li>o Reserve Stock Hand,</li> <li>o Driver,</li> <li>o LPO,</li> <li>o Store Greeter,</li> <li>o Trolley Collector,</li> <li>o Telephone Order Salesperson,</li> <li>o Door-to-door Salesperson, or Retail Outdoor Salesperson, and,</li> <li>o Demonstrator and/or Merchandiser not elsewhere classified (including a Demonstrator and/or Merchandiser who is not a direct employee of the retailer).</li> </ul> <p><b>4. Clerical Assistant</b> means an employee accountable for clerical and office tasks as directed within the skill levels set out.</p> <ul style="list-style-type: none"> <li>o Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.</li> <li>o Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.</li> <li>o Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.</li> <li>o Indicative typical duties and skills at this level may include:             <ul style="list-style-type: none"> <li>o reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors;</li> <li>o maintenance of basic records;</li> <li>o filing, collating, photocopying etc;</li> <li>o handling or distributing mail including messenger service;</li> <li>o recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc; or the operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.</li> </ul> </li> </ul>
<p><b>Retail Employee Level 2</b></p>	<p><b>1.</b> An employee performing work in BWS at a higher skill level than a Retail Employee Level 1.</p> <p><b>2.</b> Indicative job titles which are usually within the definition of a Retail Employee Level 2 include:</p> <ul style="list-style-type: none"> <li>o Forklift Operator,</li> <li>o Ride on Equipment Operator.</li> </ul>

<p><b>Retail Employee Level 3</b></p>	<p>1. An employee performing work in BWS at a higher level than a Retail Employee Level 2.</p> <p>2. Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> <li>o Supervisory assistance to a designated section manager or team leader,</li> <li>o Opening and closing of premises and associated security,</li> <li>o Security of cash, or</li> </ul> <p>3. Indicative job titles which are usually within the definition of a Retail Employee 3 include:</p> <ul style="list-style-type: none"> <li>o Machine Operator</li> <li>o 2IC to Dept Manager</li> <li>o Senior Salesperson,</li> <li>o Driver Selling Stock,</li> <li>o Senior LPO, including an armed LPO,</li> <li>o LPO Supervisor,</li> <li>o Designated second-in-charge of a section (i.e. senior sales assistant),</li> <li>o Designated second-in-charge to a service supervisor, or</li> <li>o Person employed alone, with responsibilities for the security and general running of a shop.</li> </ul>
<p><b>Retail Employee Level 4</b></p>	<p>1. An employee performing work in BWS at a higher level than a Retail Employee Level 3.</p> <p>2. Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> <li>o Management of a defined section/department,</li> <li>o Supervision of up to 15 sales staff (including self),</li> <li>o Stock control, or</li> <li>o Buying/ordering requiring the exercise of discretion as to price, quantity, quality, etc.</li> </ul> <p>3. Indicative job titles which are usually within the definition of a Retail Employee 4 include:</p> <ul style="list-style-type: none"> <li>o An Assistant, Deputy, or 2IC Shop Manager of a shop without Departments,</li> <li>o A Shiftwork Supervisor,</li> <li>o Section/Department manager with up to 2 employees (including self),</li> <li>o Service Supervisor of up to 15 employees,</li> <li>o Nightfill Supervisor/Leader.</li> </ul> <p><b>4. Clerical Officer Level 2</b> means an employee accountable for clerical and office tasks as directed within the skill level set out.</p> <ul style="list-style-type: none"> <li>o This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.</li> <li>o Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.</li> <li>o The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.</li> <li>o Indicative typical duties and skills at this level may include: <ul style="list-style-type: none"> <li>o Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position.</li> <li>o Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter.</li> <li>o Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.</li> <li>o Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.</li> <li>o Copy typing and audio typing.</li> <li>o Maintenance of records and/or journals including initial processing and recording relating to the following:reconciliation of accounts to balance; incoming/outgoing cheques; invoices; debit/credit items; payroll data; petty cash Imprest System; letters etc.</li> <li>o Computer application involving use of a software package which may include one or more of the following functions: create new files and records; spreadsheet/worksheet; graphics; accounting/payroll file; following standard procedures and using existing models/fields of information.</li> <li>o Arrange routine travel bookings and itineraries, make appointments.</li> <li>o Provide general advice and information on the organisation's products and services, e.g. front counter/telephone</li> </ul> </li> </ul>

**A.2 Base rates of pay for classifications in Appendix A where a team member performs higher duties**

A.2.1 The following base rates of pay apply from the first full pay period after commencement of this Agreement.

<b>Classification</b>	<b>Base Rate of Pay (hourly)</b>	<b>Weekly Wage Rate Equivalent (Base Rate of Pay x 38 hours)</b>
Retail Employee Level 1	\$21.82	\$829.16
Retail Employee Level 2	\$22.33	\$848.54
Retail Employee Level 3	\$22.91	\$870.58
Retail Employee Level 4	\$23.13	\$878.94

A.2.2 The weekly wage rate equivalent above is for information only – where any difference exists between the hourly rate and the weekly rate (for example, due to rounding), the hourly rate will prevail.

A.2.3 The base rates of pay in clause A.2.1 will increase in accordance with clause 4.2 of this Agreement.

**A.3 Higher duties allowance if a team member is required to perform duties of Store CEO**

A.3.1 If a team member is required to perform the duties of Store CEO (Store Manager) during one day or shift, in line with the provision titled “higher duties allowance” in clause 5.2 of this Agreement, the team member will be paid at the base rate of pay of \$23.28 (equivalent to the *General Retail Industry Award* Level 6 rate of pay) instead of their ordinary base rate of pay.

A.3.2 The base rate of pay in clause A.3.1 will increase in accordance with the increase to the Level 1 base rate of pay in clause 4.2 of this Agreement.

## Appendix B - Superannuation

### B.1 Entitlement to superannuation

- B.1.1 Team members 18 years of age and over who earn \$450 or more per month in **ordinary time earnings**, and any team member under the age of 18 years who works 30 hours or more per week and earns \$450 or more per month in ordinary time earnings are eligible to receive superannuation contributions. If the superannuation legislation changes during the term of this Agreement to widen eligibility for superannuation contributions, BWS will pay superannuation to any team member who becomes eligible.
- B.1.2 BWS will make superannuation contributions on behalf of eligible team members in accordance with the relevant legislation.

### B.2 Absence from Work

Subject to the governing rules of the relevant superannuation fund, BWS must also make the superannuation contributions provided for in clause 4.6 and pay the amount authorised under clause 4.6:

- a) while an eligible team member is on any paid leave;
- b) for the period of absence from work (subject to a maximum of 52 weeks) of the eligible team member due to a work-related injury or work-related illness provided that:
  - i. the team member is receiving workers compensation payments or is receiving regular payments directly from BWS in accordance with the statutory requirements; and
  - ii. the team member remains employed by BWS and is eligible to receive superannuation.

### B.3 Additional Superannuation Contributions – Post Tax

An eligible team member can make their own post-tax superannuation contributions or can direct BWS in writing to set up regular post-tax contributions to the same superannuation fund that the team member's superannuation is paid into, this must be given in writing using the applicable form provided on the BWS intranet or such other application as advised by BWS.

### B.4 Additional Superannuation Contributions - Salary Sacrifice

- B.4.1 An eligible team member may direct BWS to pay a portion of their wages as additional superannuation contributions (salary sacrifice contributions) into the team member's nominated fund (which must be the same fund that their superannuation contributions under clause 4.6 are paid into).
- B.4.2 A team member who wishes to make salary sacrifice contributions must direct BWS in writing to make such contributions using the applicable form provided on the BWS intranet or such other application as advised by BWS.
- B.4.3 Upon receiving written direction, BWS will commence making the salary sacrifice contributions on a monthly basis on behalf of the team member.
- B.4.4 A team member may vary the amount of their salary sacrifice contributions not more than twice per year. A team member can commence, vary or cease salary sacrifice contributions at any time during a financial year, and must do so in writing using the applicable form or such other application as advised by BWS.

### B.5 Additional superannuation and relationship with wages

- B.5.1 Any amount paid by BWS on behalf of a team member under clause B.3 or B.4 is deemed to be paid in satisfaction of the BWS's obligation to pay the team member's wages set out in this Agreement.
- B.5.2 It will not be a breach of this Agreement if the actual wages paid to the team member fall below the rates set by this Agreement solely because of the payment of additional superannuation contributions under this clause on a pre-tax basis. Where a team member elects to salary sacrifice; overtime rates, loadings, termination payments and superannuation contribution made by BWS will be based on the team member's pre-salary sacrifice wage.

# Appendix C - Traineeships

## C.1 Introduction

C.1.1. This clause sets out the conditions which will apply to team members who undertake a traineeship under the terms of the *General Retail Industry Award* and this Agreement.

### C.1.2 In this appendix:

**approved training**, in relation to a trainee, means the training specified in the training contract of the trainee.

**Australian Qualifications Framework (AQF)** means the national framework for qualifications in post-compulsory education and training.

**relevant Ministers** means the Commonwealth, State and Territory Ministers responsible for vocational education and training.

**relevant State or Territory training authority** means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

*Apprenticeship and Traineeship Act 2001* (NSW);  
*Education and Training Reform Act 2006* (Vic);  
*Training and Skills Development Act 2008* (SA);  
*Training and Skills Development Act 2016* (NT);  
*Training and Tertiary Education Act 2003* (ACT);  
*Training and Workforce Development Act 2013* (Tas);  
*Vocational Education and Training Act 1996* (WA);  
*Further Education and Training Act 2014* (Qld).

**traineeship** means a system of training that:

- (a) has been approved by the relevant State or Territory training authority; and
- (b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
- (c) leads to an AQF certificate level qualification.

**trainee** means a team member undertaking a traineeship under a training contract.

**training contract** means an agreement for a traineeship made between an employer and a team member that is registered by the relevant State or Territory training authority.

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee and placed on the National Training Information Service with the approval of the relevant Ministers, and includes any relevant replacement training package.

## C.2 Coverage

C.2.1 Subject to clauses C.2.2 to C.2.4, this schedule applies to a team member covered by this Agreement who is undertaking a traineeship.

C.2.2 This schedule does not apply to:

- (a) qualifications not identified in training packages; or
- (b) qualifications in training packages that are not identified as appropriate for a traineeship.

C.2.3 If this schedule is inconsistent with other provisions of this Agreement relating to traineeships, the other provisions prevail.

C.2.4 This schedule ceases to apply to a team member at the end of the traineeship.

### **C.3 Types of traineeship**

The following types of traineeship are available:

- C.3.1 A full-time traineeship based on 38 ordinary hours per week, with 20% of those hours being approved training.
- C.3.2 A part-time traineeship based on fewer than 38 ordinary hours per week, with 20% of those hours being approved training provided:
  - (a) wholly on the job; or
  - (b) partly on the job and partly off the job; or
  - (c) wholly off the job.

### **C.4 Minimum rates**

- C.4.1 Wages for trainees will be at the Agreement wage rate as prescribed in clause 4.1.
- C.4.2 Wages for trainees will increase in line with the Agreement rate prescribed in clause 4.2.

### **C.5 Other minimum wage provisions**

- C.5.1 A team member who was employed by BWS immediately before becoming a trainee must not suffer a reduction in their minimum rate of pay because of becoming a trainee.
- C.5.2 For the purpose of determining whether a trainee has suffered a reduction as mentioned in clause C.5.1, casual loadings are to be disregarded.

### **C.6 Employment conditions**

- C.6.1 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.
- C.6.2 Time spent by a trainee in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- C.6.3 This Agreement applies to a trainee in the same way that it applies to a team member who is not a trainee except as otherwise expressly provided by this schedule.

### **C.7 Commitment to ongoing employment**

- C.7.1 Upon successful completion of a Traineeship program, and meeting BWS performance criteria and competencies, the team member shall be offered ongoing permanent employment with BWS for at least as many hours as they spent on the job (on an average per week basis) during their traineeship. Provided the team member is available to work their previous roster or some other agreed roster.

## Appendix D - Supported Wages

### D.1 Introduction

D.1.1 This appendix sets out the conditions which will apply to team members who, because of the effects of a disability, are eligible for a supported wage under the terms of the *General Retail Industry Award* and this Agreement.

#### D.1.2 In this appendix:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme.

**relevant minimum wage** means the minimum wage prescribed in the *General Retail Industry Award* for the class of work for which a team member is engaged.

**supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au).

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the team member's productive capacity and agreed wage rate.

### D.2 Eligibility criteria

D.2.1 Team members covered by this appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the team member is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

D.2.2 This appendix does not apply to any existing team member who has a claim against BWS which is subject to the provisions of workers' compensation legislation or any provision of the *General Retail Industry Award* relating to the rehabilitation of team members who are injured in the course of their employment.

### D.3 Supported wage rates

D.3.1 Team members to whom this appendix applies will be paid the applicable percentage of the relevant base rate of pay in clause 4.1 of this Agreement according to the following table:

Assessed capacity %	Relevant wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

D.3.2 Provided that the minimum amount payable must be not less than \$86 per week, or such other minimum amount as specified in the *General Retail Industry Award*.

D.3.3 Where a team member's assessed capacity is 10%, they must receive a high degree of assistance and support.

#### **D.4 Assessment of capacity**

D.4.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the team member will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted BWS and team member and, if the team member so desires, a trade union which the team member is eligible to join.

D.4.2 All assessments made under this appendix must be documented in a SWS wage assessment agreement and retained by BWS as a time and wages record in accordance with the Act.

#### **D.5 Lodgement of SWS wage assessment agreement**

D.5.1 All SWS wage assessment agreements under the conditions of this appendix, including the appropriate percentage of the relevant minimum wage to be paid to the team member, must be lodged by BWS (or its agent) with the FWC.

D.5.2 All SWS wage assessment agreements must be agreed and signed by the team member (and their parent or guardian, if required) and BWS as parties to the assessment. Where a trade union is not a party to the assessment, the assessment will be referred by the FWC to the trade union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

#### **D.6 Review of assessment**

D.6.1 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

#### **D.7 Other terms and conditions of employment**

D.7.1 Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Team members covered by the provisions of this appendix will be entitled to the same terms and conditions of employment as other team members covered by this Agreement on a pro rata basis.

#### **D.8 Workplace adjustment**

D.8.1 If BWS employs team members under the conditions in this appendix, BWS will take reasonable steps to make and required changes in the workplace to enhance the team member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other team members in the area.

#### **D.9 Trial period**

D.9.1 In order for an adequate assessment of the team member's capacity to be made, BWS may employ a person under the provisions of this appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

D.9.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

D.9.3 The minimum amount payable to the team member during the trial period must be no less than \$86 per week.

D.9.4 Work trials should include induction or training as appropriate to the job being trialled.

D.9.5 Where BWS and team member wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.4.

## Appendix E - Excess annual leave

### E.1 Excessive Accrued Annual Leave

- E.1.1 A team member has an excessive annual leave accrual if the team member has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 11 of this Agreement).
- E.1.2 If a team member has an excessive leave accrual, BWS or the team member may seek to confer with the other and genuinely try to reach an agreement on how to reduce or eliminate the excessive leave accrual.
- E.1.3 Clause E.2 sets out how BWS may direct a team member who has an excessive leave accrual to take paid annual leave.
- E.1.4 Clause E.3 sets out how a team member who has an excessive leave accrual may require BWS to grant paid annual leave requested by the team member.

### E.2 Excessive leave accruals: direction by BWS that leave be taken

- E.2.1 If BWS has genuinely tried to reach agreement with a team member under clause 14.3 but agreement is not reached (including because the team member refuses to confer), BWS may direct the team member in writing to take one or more periods of paid annual leave.
- E.2.2 However, a direction by BWS under clause E.2.1:
- (a) is of no effect if it would result at any time in the team member's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account;
  - (b) must not require a team member to take any period of paid annual leave of less than 1 week;
  - (c) must not require a team member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (d) must not be inconsistent with any leave arrangement agreed by BWS and the team member.
- E.2.3 The team member must take paid annual leave in accordance with a valid direction under clause E.2.1.
- E.2.4 A team member who has been directed to take leave may request to take a period of paid annual leave as if the direction had not been given, and this may result in the direction ceasing to have effect if it reduces the team member's leave balance.

### E.3 Excessive leave accruals: request by team member for leave

- E.3.1 If a team member has genuinely tried to reach agreement with BWS under clause 14.3, but agreement is not reached (including because BWS refuses to confer), the team member may give a written notice to BWS requesting to take one or more periods of paid annual leave.
- E.3.2 However, a team member may only give a notice to BWS under clause E.3.1 if:
- (a) the team member has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (b) the team member has not been given a direction under clause E.2.1 that, when any other paid annual leave arrangements are taken into account, would eliminate the team member's excessive leave accrual.
- E.3.3 A notice given by a team member under clause E.3.1 must not:
- (a) if granted, result in the team member's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
  - (b) provide for the team member to take any period of paid annual leave of less than 1 week; or
  - (c) provide for the team member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (d) be inconsistent with any leave arrangement agreed by BWS and the team member.
- E.3.4 A team member is not entitled to request by a notice under clause E.3.1 more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 11 of this Agreement) in any period of 12 months.
- E.3.5 BWS must grant paid annual leave requested by a notice under clause E.3.1.

# Appendix F - Parental Leave

## F.1 Purpose of this appendix

- F.1.1 The Fair Work Act requirements always apply to team members as stated in the Act.
- F.1.2 Woolworths Group policy applies to team members. It is generally more generous than the Fair Work Act provisions, but it sits outside this Agreement and can be changed by BWS at any time.
- F.1.3 If that ever happens and team member entitlements fall below those stated in this Appendix, team members are protected by and can rely upon the minimum guaranteed parental leave entitlements set out below.

## F.2 Minimum provisions

- F.2.1 Full-time and part-time team members with at least 12 months continuous service are entitled to take 52 weeks, or up to 104 weeks on request, of unpaid parental leave. Team members can choose to take annual leave or long service leave as part of their total 104 week parental leave period. When a team member is on unpaid parental leave, they do not accrue annual leave or personal/carers leave.
- F.2.2 Casual team members with at least 12 months continuous service are entitled to take up to 52 weeks, or up to 104 weeks on request, of unpaid parental leave.
- F.2.3 Team members are entitled to return to the position they held before they took parental leave (not including any “safe employment” position that was held during pregnancy). If the position held by the team member before their parental leave no longer exists due to structural changes, BWS will work with the team member to redeploy them to a comparable position (in pay and status).
- F.2.4 Team members returning to work from parental leave may request, and BWS may agree, to return on fewer hours than their contract hours provided before they went on parental leave, either permanently or for a period of time up until their child reaches school age. Any request made by a team member for a flexible return to work will be considered, taking into account the team member’s position and the operational needs of the business.
- F.2.5 A team member may return to work earlier than expected by agreement with BWS. In these circumstances, BWS may not be in a position to return the team member to the position they were in before commencing parental leave in situations where a replacement team member has been contracted to perform their role. In such circumstances, the team member will return to an alternative role and revert to their prior role on or before their original expected date of return to work.
- F.2.6 Team members should apply for parental leave at least 10 weeks before their anticipated due date or the date of adoption, and provide at least 4 weeks’ notice of their intention to return to work or extend their period of leave.

## F.3 Provisions

- F.3.1 Parents may take up to 8 weeks of unpaid parental leave together immediately after the birth or placement of their child (this can be taken as a single 8 week period or as separate periods of leave of 2 weeks or more (or shorter periods if agreed)).
- F.3.2 If a team member has a pregnancy-related illness or has been pregnant and the pregnancy has ended due to the loss of the baby within 28 weeks before the anticipated date of birth, the team member is entitled to take unpaid special parental leave for the period specified by the team member’s medical practitioner.
- F.3.3 When a team member is pregnant and, in the opinion of a registered health practitioner (set out in a medical certificate), the team member is fit for work but advises against the team member performing her usual duties because of pregnancy-related illness or risks, or because of hazards connected with those usual duties, then BWS will either:
  - (a) transfer the team member to a safe job (with no other changes to the team member’s terms and conditions or employment); or
  - (b) if it is not reasonably practicable to transfer the team member to a safe job, then the team member will commence paid leave. This paid leave will be in addition to any leave entitlement the team member has, the team member will be paid their base rate of pay, and the period of paid leave ends on the earlier of:
    - (i) the end of the period of illness or risk as specified in the medical certificate; or
    - (ii) the end of the day before the child’s date of birth; or

- (ii) the end of the day before the end of the pregnancy (if the pregnancy ends other than with the birth of a living child).

F.3.4 A team member's line manager should consider a team member's family responsibilities when determining the return to work arrangements of a team member returning from parental leave. Where a team member wishes to return to work on different terms and conditions (for example, fewer hours per week) then BWS will genuinely consider any such requests and work with the team member to agree to suitable arrangements which will be documented in writing and a copy provided to the team member.

## Appendix G - Transitional

### G.1 New Agreement payment

G.1.1 Eligible team members will be entitled to a one-off “new Agreement payment” which will be payable as a bonus payment on top of an eligible team member’s pay (less applicable tax) as set out in this clause.

G.1.2 In order to be eligible to receive the new Agreement payment, team members must:

- (a) have been employed by BWS as of 30 June 2018;
- (b) remain employed by BWS, and be covered by the BWS Enterprise Agreement 2013, as at 11 June 2019; and
- (c) be employed by BWS, and be covered by this Agreement, on the payment date.

G.1.3 The new Agreement payment will be paid to eligible team members no later than 28 days from the date of the approval of this Agreement by the FWC. However BWS may make the payment, or part of the payment, earlier if it chooses.

G.1.4 The value of the new Agreement bonus payable to an eligible team member is determined on the basis of two factors:

- (a) when the team member commenced employment with BWS; and
- (b) the team member’s average ordinary hours worked per week (over the 12 months, 11 December 2017 to 9 December 2018).

	Full-time team members (38 hours)	Part-time & Casual team members
Continuously employed on or earlier than 31 December 2016	\$1,100	average weekly hours x \$28.95/hr
Continuously employed since 1 January 2017 to 30 June 2017	\$726	average weekly hours x \$19.11/hr
Continuously employed since 1 July 2017 to 31 December 2017	\$275	average weekly hours x \$7.24/hr
Continuously employed since 1 January 2018 to 30 June 2018	\$165	average weekly hours x \$4.34/hr

*For example: An eligible part-time team member who has been continuously employed by BWS since September 2016, and whose average paid ordinary hours are 14.35 hours per week, would receive a pre-tax payment of \$415.43 (being 14.35 hours x \$28.95).*

G.1.5 The maximum payment for all team members will be the corresponding full-time equivalent value in the table above.

G.1.6 Team members with an average of less than 5 hours per week are not entitled to the new Agreement payment.

G.1.7 Team members employed from 1 July 2018 onwards are not entitled to the new Agreement payment.

### G.2 Part-time team members whose hours were reduced under the BWS Enterprise Agreement 2013

In relation to part-time team members whose hours were reduced under clause 3.2.4 of the BWS Enterprise Agreement 2013, if additional permanent hours become available in the store, during the operation of this Agreement, and they have proven and demonstrated that they possess the skills and competencies for the duties where the hours have become available, then BWS will offer that team member the additional hours of work ahead of other part-time team members who did not have their hours reduced under clause 3.2.4 of the BWS Enterprise Agreement 2013, casual team members, and new part-time team members. This provision will cease to operate on the nominal expiry date of this Agreement.

### G.3 Working Weekends and Extended Trading Hours

G.3.1 Under the BWS Enterprise Agreement 2013, certain team members had the benefit of provisions that prevented them from being required to work on certain days. Ordinary hours of work on specified days will continue to be voluntary for all team members described in the table below:

Clause of 2013 EA	Location	Who has the benefit?	What is the benefit?
Appendix B Victoria 3.	Victoria	Team members continuously employed in Victoria since before 1 November 1993 and who were not required to work certain times as part of their ordinary hours	Sunday work, and work on Saturday after 6.00pm is voluntary .
Appendix B NSW/ACT 1	NSW and ACT	Team members continuously employed in NSW or ACT since on or before 1 October 1995	Work on Saturday and Sunday after 6.00pm is voluntary.
Appendix B NSW/ACT 2	NSW and ACT	Team members continuously employed in NSW or ACT since on or before 25 October 1991	Sunday work is voluntary.

G.3.2 If a team member has accepted to work at times otherwise protected above they are deemed to have waived the benefit of this clause and can be rostered to work ordinary hours at those times. Where a team member has agreed for a limited period to work these hours the team member's right to refuse to work these hours remains unchanged.

G.3.3 Where a team member is transferred:

- (a) at their request to a store where Sunday trading is already lawful, Sunday work will no longer be voluntary for that team member at the new store; or
- (b) by BWS from a non-Sunday trading store, to a store where Sunday trading is already lawful, Sunday work will remain voluntary for that team member at the new store unless they elect to work on Sundays in which case they are deemed to have waived the benefit of this clause.

### G.4 Compassionate Leave – Victoria Only

G.4.1 This clause only applies to team members who have been continuously employed in Victoria since on or before 11 June 2019.

G.4.2 In lieu of a corresponding entitlement in clause 16 of this Agreement, team members will be entitled to 3 days paid compassionate leave upon the death of a member of the team member's household.

G.4.3 Where Compassionate Leave has been exhausted, team members may take up to 3 days paid personal leave for any of the circumstances listed in clause 16.1.1 of this Agreement.

### G.5 Accident Make Up Pay – Victoria Only

G.5.1 This clause only applies to team members who have been continuously employed in Victoria since on or before 11 June 2019.

G.5.2 If, following an injury, a team member who is eligible according to clause G.5.1 receives compensation under the Accident Compensation Act 1985 (VIC) or any successor legislation as amended from time to time, then that compensation payment will be increased by BWS to the amount of the usual weekly rate for the average rostered hours worked by the team member at the time of the injury. This payment made by BWS will not apply during the first 10 normal working days of incapacity and will be limited to a maximum of 39 weeks.

### G.6 Buy-out and end of saved provisions

G.6.1 BWS and a team member can mutually agree to BWS making a payment to the team member to "buy-out" an entitlement to a saved provision under this Agreement. Where a buy-out takes place, the team member will no longer be entitled to the provision that has been bought out.

G.6.2 When a team member entitled to a saved provision ceases employment with BWS or ceases to be covered by this Agreement, they lose the benefit of any applicable saved provision and will not be entitled to the saved provision again if they return to employment with BWS or are covered by this Agreement in the future.

# Appendix H - Definitions

**Agreement** means this enterprise agreement, as per clause 1.1.

**BWS** means the Retail Drinks Operations of Woolworths Group Limited ABN 88 000 104 675 and Woolworths (South Australia) Pty Ltd ABN 34 007 873 118 of 1 Woolworths Way, Bella Vista NSW 2153.

**BWS Intranet** means internal internet pages provided by BWS for team members to access BWS information.

**Carer** for the purpose of clause 9.3 of this Agreement means a team member who provides personal care, support and assistance to another individual who needs it because that other individual:

- (a) has a disability; or
- (b) has a medical condition (including a terminal or chronic illness); or
- (c) is frail and aged.

A team member is not a carer:

- (a) merely because they are the relative or guardian, or because they live with an individual who requires care; or
- (b) in respect of care, support and assistance provided under a contract of service or for the provision of services, or in the course of doing voluntary work for a charitable, welfare or community organisation.

**Continuous service** for the purpose of annual leave accruals includes all service with BWS from the date of engagement, but not including:

- (a) any unauthorised absences of 1 week or more;
- (b) authorised unpaid leave(s) of absence of 1 week or more; or
- (c) authorised unpaid leave(s) of absence of 1 week or more due to illness or accident.

**Contract hours** means the agreed minimum number of hours per week that BWS must provide to a part-time team member, for example this could be 10 hours per week or 20 hours per week.

**Day, daily** means a day of the week, midnight to midnight.

**Fair Work Act** means the *Fair Work Act 2009 (Cth)*.

**FWC** means the Fair Work Commission of Australia.

**Immediate Family Member** means a team member's spouse, child, parent, sibling, grandparent, or grandchild; or any other person who is a minor whom the team member has custody or care of as a result of a Court order.

**In writing** has its usual meaning, and includes "in writing" by electronic means, for example in an email or an electronic document or record created, sent and received through a software application.

**NES** means the National Employment Standards, contained in the Fair Work Act.

**Ordinary Time Earnings** has the meaning set out by the Australian Taxation Office's ruling (SGR2009/2, 1 July 2009) on Ordinary Time Earnings.

**Ordinary Weekly Earnings** means a part-time or full-time team member's ordinary earnings for a week of ordinary hours worked as part of their typical standard roster, consisting of their base rate of pay plus any penalty rates or loadings they would normally receive for working those ordinary hours (not including any overtime or allowances paid). In other words, a team member's normal "take home pay" for a regular week's work.

**People Advisory** is a team providing people advice and support, nationally to BWS team members and line managers. People Advisory can be contacted by telephone or online query, details available on BWS intranet.

**Registered organisation** means an employer or employee association that has become registered pursuant to the *Fair Work (Registered Organisations) Act 2009 (Cth)*.

**Retail Drinks Operations** means the retail business trading as "BWS", including stores, online and home delivery services (but does not include the support office or above-store structure).

**Significant Other** means a close friend or relative of a team member not listed in clause 16.1.1.

**Spouse** means a domestic partner (including a same-sex partner), whether married or de facto.

**Standard roster** means a full-time or part-time team member's agreed standard roster arrangements, being the days and times when the team member is required to work.

**Team members** where used in this Agreement has the meaning in clause 1.2 and means an employee of BWS covered by this Agreement regardless of their job title.

**Trade Union** means the following registered organisation: the Shop Distributive and Allied Employees' Association (SDA).

**Week, weekly** means a standard week starting Monday and ending Sunday.



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